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.

Escambia County is committed to making our website accessible. If you use assistive technology, for example a screen reader, and have difficulty accessing information in this agenda online, please contact our ADA Coordinator at ADA@myescambia.com or 850-595-1637.

PLEASE NOTE THAT ALL BCC MEETINGS ARE RECORDED AND TELEVISED

AGENDA
Board of County Commissioners
Regular Meeting – May 7, 2020 – 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 Bender.

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 take the following action:

A. Adopt the Proclamation commending and congratulating Cooper Saunders, an Engineering Program Manager in the Engineering Department, on his selection as the "Employee of the Month" for April 2020;

B. Adopt the Proclamation commending and congratulating David Heroux, a Videographer in the Communications and Public Information Department, on his selection as the "Employee of the Month" for May 2020; and

C. Ratify the Proclamation dated March 27, 2020, commending and honoring the life of Veronica Fountain, and extending heartfelt condolences and well wishes to her family and friends.

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 for consideration of adopting an Ordinance creating the Sonoma Ridge Street Lighting MSBU.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance creating the Sonoma Ridge Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots, and the ability of lot owners to use their individual lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected lots. Residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot, and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

9. 5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Makenna Estates Street Lighting MSBU.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance creating the Makenna Estates Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots, and the ability of lot owners to use their individual lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected lots. Residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot, and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

10. 5:35 p.m. Public Hearing for consideration of the Petition to Vacate a Utility and Drainage Easement, located at 2318 Copter Road, as petitioned by Henry Floyd Pruett, Jr., Trustee for the Henry Floyd, Jr. Revocable Living Trust.

Recommendation: That the Board take the following action concerning the Petition to Vacate a Utility and Drainage Easement located at 2318 Copter Road (0.13 acres, more or less), as petitioned by Henry Floyd Pruett, Jr., Trustee for the Henry Floyd, Jr. Revocable Living Trust:

A. Approve or deny the Petition to Vacate a Utility and Drainage Easement located at 2318 Copter Road (0.13 acres, more or less), as petitioned by Henry Floyd Pruett, Jr., Trustee for the Henry Floyd, Jr. Revocable Living Trust;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

The real property mentioned in this Petition to Vacate is located in Commission District 4.

11. 5:37 p.m. Public Hearing Concerning the Repeal and Replacement of Chapter 14 of the Escambia County Code of Ordinances, entitled "Buildings and Building Regulations".

Recommendation: That the Board take the following action:

A. Ratify the scheduling and advertising of this May 7, 2020, public hearing at 5:37 p.m., which was previously scheduled for 9:01 a.m., on April 14, 2020; and

B. Review and adopt an Ordinance repealing and replacing in its entirety Chapter 14 of the Escambia County Code of Ordinances, entitled "Buildings and Building Regulations" providing for severability, inclusion in the code, and an effective date which is in the best interest of the County and its citizens.

12. Reports:

CLERK & COMPTROLLER'S REPORT

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

I. Consent Agenda

1. Recommendation Concerning Acceptance of TDT Collection Data for the February 2020 Returns Received in March 2020

That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the February 2020 returns received in the month of March 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the sixth month of collections for the fiscal year 2020. Total collected for the month of February 2020 Returns was $594,649.64. This is a 6.02% increase from February 2019 Returns. Total collections year to date are 1.33% more than the comparable time frame in Fiscal Year 2019.

2. Recommendation Concerning Acceptance of the March 31, 2020, Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended March 31, 2020, as required by Ordinance Number 95-13. On March 31, 2020, the portfolio market value was $340,535,574 and portfolio earnings totaled $362,900 for the month. The short term portfolio achieved a yield of 1.50%. The long-term CORE portfolio achieved a yield of 0.67%.

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 Gary Sansing Public Forum held April 2, 2020;

B. Approve the Minutes of the Regular Board Meeting held April 2, 2020; and

C. Approve the Minutes of the Special Board Meeting held April 28, 2020.

GROWTH MANAGEMENT REPORT

I. Public Hearing

1. 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Adopting the 2019-2023 Update to the Five-Year Schedule of Capital Improvements for Incorporation into Part II of the Escambia County Code of Ordinances

   That the Board of County Commissioners (BCC) review and adopt an Ordinance adopting the 2019-2023 Update to the Five-Year Schedule of Capital Improvements for incorporation into Part II of the Escambia County Code of Ordinances.

2. 5:46 p.m. - A Public Hearing Concerning the Renewal of a Recycling Permit for an Asphalt/Concrete Crushing Recycling and Processing Facility located at 13009 Beulah Road, Cantonment, FL, Escambia County Landfill

   That the Board of County Commissioners (BCC) review and approve, modify, or deny the renewal of a Recycling Permit for an existing asphalt/concrete crushing recycling and processing facility located at 13009 Beulah Road, Cantonment, FL, owned by Escambia County.

3. 5:47 p.m. - A Public Hearing Concerning the Renewal of Operational Permit for Resource Extraction for Brickton Borrow Pit

   That the Board of County Commissioners (BCC) review and approve, modify, or deny the renewal of an Operational Permit for Resource Extraction for Brickton Borrow Pit, located at 8700 BLK Highway 29, owned by C.R. Campbell.

II. Action Item

1. Recommendation Concerning Final Plat Redfish Harbor Permit FP# 2003905
That the Board take the following action concerning recording of Redfish Harbor a Planned Unit Development (a 92-lot private residential subdivision), located in the Innerarity Community, lying north off Innerarity Point Road and west of the intersection of Sorrento Road, Gulf Beach Highway and Perdido Key Drive. Owned and developed by Redfish Harbor, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the subdivision plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

A. Approve the subdivision plat for recording in the public records;

B. Approve street names “Trout Lane, Red Drum Court, Pelican Place and Osprey Drive”;

C. Approve the amendment of the amenities note on the PUD agreement to match the approved Preliminary Plat and Construction Plans, and;

D. Authorize Chairman or Vice Chairman to execute a Conservation Easement.

2. Recommendation Concerning Final Plat Queens Gate Permit FP# 2003909
That the Board take the following action concerning recording Queens Gate (a 40-lot residential subdivision), located in the Millview Community, lying west off Ora Drive and west of Dog Track Road (County Road 297). Owned and developed by Dog Track Area Developers, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the subdivision plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

A. Approve the subdivision plat for recording in the public records;

B. Approve the street name "Queens Gate Circle";

C. Accept all public easements, pond, drainage improvements within public easements as depicted upon the subdivision plat for permanent County maintenance; the cost of maintenance is to be funded through the establishment of a storm water management Municipal Services Benefit Unit (MSBU); and

D. Authorize Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety.

3. Recommendation Concerning Final Plat Airway Trace Permit FP# 2002672

That the Board take the following action concerning recording of Airway Trace (a 6-lot residential subdivision), located in the Ensley Community, lying west off Airway Drive and south of East Nine Mile Road (U.S. Alternate Highway 90). Owned and developed by Breland Homes Coastal, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the subdivision plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

A. Approve the subdivision plat for recording in the public records;

B. Accept all public easements, pond, drainage improvements within public easements as depicted upon the subdivision plat for permanent County maintenance; the cost of maintenance is to be funded through the establishment of a storm water management Municipal Services Benefit Unit (MSBU); and

C. Authorize Chairman or Vice Chairman to execute a Two-Year Warranty Agreement with Surety and an Irrevocable Letter of Credit for sidewalk installations.

4. Recommendation Concerning Final Plat Bentley Oaks Unit 4, Phase 2 Permit FP# 2001255

That the Board take the following action concerning recording Bentley Oaks Unit 4, Phase 2 (a 54-lot residential subdivision), located in the Cantonment Community, lying west off County Road 297A and north of West Kingsfield Road (County Road 186). Owned and developed by Beaird Development, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the subdivision plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute;

A. Approve the subdivision plat for recording in the public records;

B. Approve street names “Avalon Street, Quartz Avenue and Granite Lane”;

C. Accept all public easements, pond, drainage improvements within public easements as depicted upon the subdivision plat for permanent County maintenance; the cost of maintenance is to be funded through the establishment of a storm water management Municipal Services Benefit Unit (MSBU); and

D. Authorize Chairman or Vice Chairman to execute a Two-Year Warranty Agreement with Surety and Irrevocable Letter of Credit.

COUNTY ADMINISTRATOR'S REPORT

I. Technical/Public Service Consent Agenda

1. Recommendation Concerning Community Redevelopment Agency Meeting Minutes, April 2, 2020 - Clara Long, Interim Neighborhood & Human Services Department Director

   That the Board accept for filing with the Board's Minutes, the April 2, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

2. Recommendation Concerning Loan Subordination Policy - Clara Long, Interim Neighborhood & Human Services Department Director

   That the Board adopt the Loan Subordination Policy.

3. Recommendation Concerning a Memorandum of Understanding by and Between Escambia County Fire Rescue and Patti Marine Enterprises - John Dosh, Interim Public Safety Department Director

   That the Board approve and authorize the Chairman to sign the Memorandum of Understanding (MOU) by and between Escambia County Fire Rescue (ECFR) and Patti Marine Enterprises, Inc. (PME), that identifies parameters, roles, and responsibilities for mutual aid support services that may be requested by PME and training opportunities that may be provided to ECFR by PME.

4. Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - John Dosh, Interim 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 item has been found to be of no further usefulness to the County; thus, it is requested that it be auctioned as surplus or disposed of properly.

5. Recommendation Concerning the Scheduling of a Public Hearing for the Upland Woods Street Lighting Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

   That the Board authorize the scheduling of a public hearing on May 21, 2020, at 9:01 a.m., to consider adoption of an ordinance creating the Upland Woods Street Lighting Municipal Services Benefit Unit (MSBU).

6. Recommendation Concerning the Scheduling of a Public Hearing for the Cedar Ridge Street Lighting Municipal Service Benefit Unit - Stephan Hall, Budget Manager, Management & Budget Services

   That the Board authorize the scheduling of a Public Hearing on May 21, 2020, at 9:02 a.m., to consider adoption of an Ordinance creating the Cedar Ridge Street Lighting Municipal Services Benefit Unit (MSBU).

7. Recommendation Concerning a Reappointment to the Escambia Marine Advisory Committee - Janice P. Gilley, County Administrator

   That the Board waive the Board's Policy, Section I, Part B 1.(D), Appointment Policy and Procedures, and confirm the County Administrator’s reappointment of Captain Ed Fish to the Escambia Marine Advisory Committee (EMAC), for a four-year term, effective May 1, 2020, through April 30, 2024, or at the discretion of the County Administrator.

8. Recommendation Concerning the Escambia County Board of County Commissioners' Organizational Chart - Janice P. Gilley, County Administrator

That the Board take the following action regarding the proposed Escambia County Board of County Commissioners' Organizational Chart, as provided:

A. Approve the proposed Escambia County Board of County Commissioners' Organizational Chart;

B. Acknowledge the relocation of the Animal Services division from Building Services to the Community and Administrative Branch as a separate division;

C. Confirm the appointment of Mrs. Clara Long as the Director of the Neighborhood and Human Services Department, with an annual salary of $92,164 and a $400 monthly vehicle allowance. Mrs. Long has been serving as both the Interim Director and the CRA Division Manager since August 2019. She has served Escambia County since 2001 and has been in the Community Redevelopment Agency since 2003. This position is currently budgeted in the Fiscal Year 2019-2020;

D. Confirm the appointment of Mr. Chips Kirschenfeld as a Deputy County Administrator. Chips will maintain his position as Director of Natural Resources Management while also serving in senior leadership to assist with the management of operations, the oversight of major projects, and supervision of departments under the direction of the Assistant County Administrator for the Community and Administrative branch. Mr. Kirschenfeld will maintain his current salary which is budgeted in the Fiscal Year 2019-2020; and

E. Confirm the appointment of Mr. Wes Moreno as a Deputy County Administrator. Mr. Moreno will maintain the position of Director of Public Works while also serving in senior leadership to assist with the management of operations, the oversight of major projects, and supervision of departments under the direction of the Assistant County Administrator for the Infrastructure and Public Safety branch. The funds for a 5% salary increase for additional duties are available in the department budget for the Fiscal Year 2019-2020.

9. Recommendation Concerning an Interlocal Agreement with the City of Pensacola for Use of the Raymond Riddle Park - Michael E. Rhodes, Parks and Recreation Department Director

That the Board approve and authorize the Chairman to sign the Interlocal Agreement for the use of the Raymond Riddle Park by the City of Pensacola, between Escambia County, Florida, and the City of Pensacola, Florida.

NON-ADA COMPLIANT DOCUMENT TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Interlocal Agreement

10. Recommendation Concerning a Park License and Management Agreement for County Athletic Parks - Michael Rhodes, Parks and Recreation Department Director

That the Board take the following action concerning a Park License and Management Agreement for County athletic parks, between Escambia County and volunteer athletic associations:

A. Approve the Agreement authorizing license and management of County-owned property for public recreation purposes with the following volunteer athletic organization:

- Pensacola Men's Baseball League, Inc., at Bellview Park; and

B. Authorize the Chairman to sign the Park License and Management Agreement for the same aforementioned volunteer athletic organization, effective upon Board approval.

NON-ADA COMPLIANT DOCUMENT TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Park License and Management Agreement

11. Recommendation Concerning the Ratification of the IAEP Local R5-325 Collective Bargaining Agreement - Jana Still, Human Resources Department Director

That the Board approve and authorize the Chairman to execute the Ratification Certificate for the Collective Bargaining Agreement between the Escambia County Board of County Commissioners (BCC) and the International Association of EMTs and Paramedics/National Association of Government Employees/Service Employees International Union (IAEP), Local R5-325.

(THE COLLECTIVE BARGANING AGREEEMENT WILL BE DISTRIBUTED UNDER SEPARATE COVER)

II. Budget/Finance Consent Agenda

1. Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the May 7, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity of the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and James Jr. and Lillie D. Jernigan, owners of residential property located at 710 Vendee Lane, Palafox Redevelopment District, each in the amount of $3,772, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, total electrical rewiring upgrade;

2. The Agreements between Escambia County CRA and Stephen Young and Marjory Tandy, owners of residential property located at 701 Lakewood Road, Barrancas Redevelopment District, each in the amount of $3,550, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof;

3. The Agreements between Escambia County CRA and Stephen M. Young, owner of residential property located at 201 Hermey Avenue, Barrancas Redevelopment District, each in the amount of $2,350, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof; and

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

2. Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the following May 7, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Board of County Commissioners, concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellations of 12 Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	**Address**	**Amount**
Richard R. and Charlotte L. Birge	101 Edgewater Drive	$3,212
Norman D. and Virginia A. Boyd	601 Pelham Road	$2,750
Wanda D. Brown	416 South First Street	$2,650
Thomas J. Clayton	1 Greve Road	$4,365
Patricia L. Greene	309 Payne Road	$2,700
David Joe Marcum and Sandra Elaine Klihnl Marcum	116 SE Gilliland Road	$5,950
Marilyn R. Mulvey	602 Lakewood Road	$6,000
Jerry R. and Jan M. Robbins	209 Baublits Road	$3,750
John R. Ryan	107 Payne Road	$2,397
Gary S. Slocum	6 Earl Court	$3,502
David Toellner	310 Payne Road	$6,000
Jay A. Yedrysek	209 Greve Road	$2,707

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

3. Recommendation Concerning Amendment to the 2015 Annual Action Plan for the Escambia County Emergency Solutions Grant - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning an Amendment to the 2015 Annual Action Plan for the Escambia County Emergency Solutions Grant (ESG) Program:

A. Approve an Amendment to the 2015 Annual Action Plans for the Escambia County ESG Program, reallocating $47,898 in funds and updating eligibility requirements for homeless prevention and rapid rehousing applicants; and

B. Authorize the County Administrator to sign the Amendment; OR

C. Return the balance of unexpended ESG funds, in the amount of $113,219, to the U.S. Department of Housing and Urban Development.

[Funding: Fund 110/Emergency Solutions Grant, Cost Center 370293]

4. Recommendation Concerning Agreement for Emergency Solutions Grant Program Homeless Management Information System - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Agreement for Emergency Solutions Grant Program Homeless Management Information System with Opening Doors Northwest Florida (NWFL), Inc.:

A. Approve the Agreement for Emergency Solutions Grant Program Homeless Management Information System with Opening Doors Northwest Florida (NWFL), Inc., in the amount of $47,898 for Homeless Management Information System and coordinated entry services; and

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

[Funding: Fund 110/Other Grants and Aids, Emergency Solutions Grant, Cost Center 370293]

5. Recommendation Concerning the Contract Award for State Housing Initiatives Partnership Housing Rehabilitation Services for 7801 Amberidge Road - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 7801 Amberidge Road:

A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement between Escambia County, Florida; Design Homebuilders, Inc., Contractor; and Robert Ikner, Owner; per the terms and conditions of NED S-R-2020-9, NED SHIP Housing Repair for 7801 Amberidge Road, for $31,710; and

B. Authorize the issuance of a Purchase Order.

[Funding: Fund 120/2018 SHIP, Cost Center 370205 or 2019 SHIP, Cost Center 370206-$30,000; and Fund 124/Affordable Housing, Cost Center 370290-$1710]

6. Recommendation Concerning the Contract Award for State Housing Initiatives Partnership Housing Rehabilitation Services for 4901 Kinnear Avenue - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 4901 Kinnear Avenue:

A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement between Escambia County, Florida; David H. Griffin Enterprises, LLC, Contractor; and Paul Chattman, Owner; per the terms and conditions of NED S-R-2020-8, NED SHIP Housing Repair for 4901 Kinnear Avenue, for $32,500; and

B. Authorize the issuance of a Purchase Order.

[Funding: Fund 120/2018 SHIP, Cost Center 370205 or 2019 SHIP, Cost Center 370206-$30,000; and Fund 124/Affordable Housing, Cost Center 370290-$2500]

7. Recommendation Concerning the Agreements for Emergency Solutions Grant Program with Catholic Charities of Northwest Florida, Inc., and Opening Doors Northwest Florida, Inc. - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Agreements for Emergency Solutions Grant (ESG) Program:

A. Approve the Agreement for the Emergency Solutions Grant Program with Catholic Charities of Northwest Florida, Inc., subject to Legal review and sign-off, providing ESG support, in the amount of $32,660, for homeless prevention and rapid rehousing financial assistance and case management services to ESG eligible clients in Escambia County;

B. Approve the Agreement for the Emergency Solutions Grant Program with Opening Doors Northwest Florida, Inc., subject to Legal review and sign-off, providing ESG support, in the amount of $32,661, for homeless prevention and rapid rehousing financial assistance and case management services to ESG eligible clients in Escambia County; and

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

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

8. Recommendation Concerning the Escambia County Summer Youth Employment Program - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action:

A. Approve the program implementation for the Escambia County Summer Youth Employment Program 2020 Cycle, based on 100 participants; and

B. Authorize the County Administrator to sign the Purchase Order to Blue Arbor, Inc., in the amount of $250,000, and any other related documents necessary to implement the Escambia County Summer Youth Employment Program.

[Funding Source: Fund 353, LOST IV, Cost Center 110277, Project #19ED0399]

9. Recommendation Concerning the Federal Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide Solicitation - Cathy White, Director of Case Management, Court Administration

That the Board take the following actions concerning the Federal Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant Program – JAG Countywide Solicitation:

A. Ratify the Chairman's signature on the Certificate of Participation; and

B. Approve and authorize the Chairman to sign the 51% letter of support for the distribution of grant funding.

[The funds are made available through the Federal Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide Solicitation for the period beginning October 1, 2019, and terminating September 30, 2021. There is no cost to the County.]

10. Recommendation Concerning the Issuance of a Fiscal Year 2019/2020 Purchase Order, in Excess of $25,000, for the Public Safety Department - John Dosh, Interim Public Safety Department Director

That the Board, for Fiscal Year 2019/2020, approve the issuance of an individual Purchase Order, in excess of $25,000, based upon quotes obtained via Vendor Registry, for the Public Safety Department, as follows:

Vendor/Contractor	Amount	Contract Number
Stryker Sales Corporation Vendor # 195684 Fund 408, Emergency Medical Services Cost Center: 330302 EMS	$102,405.60	Original Equipment Manufacturer

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

11. Recommendation Concerning the Issuance of Fiscal Year 2019/2020 Purchase Orders, in Excess of $25,000, for the Public Safety Department - John Dosh, Interim Public Safety Department Director

That the Board, for Fiscal Year 2019/2020, approve the issuance of an individual Purchase Order, in excess of $25,000, based upon quotes obtained via Vendor Registry, for the Public Safety Department, as follows:

	Vendor/Contractor	**Amount**	**Contract Number**
	Stryker Sales Corporation Vendor # 195684 Fund 110, Grants Cost Center: 330318 EMS County Awards Grant	$29,815.20	Quotes were obtained via Vendor Registry

[Funding Source: Fund 110, Grants, Cost Center 330318, EMS County Awards]

12. Recommendation Concerning the Issuance of a Fiscal Year 2019/2020 Purchase Order, in Excess of $25,000, for the Public Safety Department - John Dosh, Interim Public Safety Department Director

That the Board, for the Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, based upon previously-awarded Contracts or annual requirements for the Public Safety Department, as follows:

	Vendor	Amount	Contract/Description
	Halcore Group Inc., DBA Horton Emergency Vehicles Vendor Number: 416682 (4) Ambulance Remounts Fund: 353 (LOST IV) Cost Center: 330434	$898,375.76	HGAC- AM10-18 expires September 30, 2020

[Funding: Fund 353, LOST IV, Cost Center 330434, Public Safety]

13. Recommendation Concerning Approval to Issue a Fiscal Year 2019/2020 Purchase Order, in Excess of $25,000, for the Facilities Management Department - Cassie C. Boatwright, Facilities Management Department Director

That the Board, for Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, for the Facilities Management Department as follows:

	Vendor/Contractor	Amount	Contract Number
	Rogers Electrical Contractors, Inc. Vendor Number 422171	$26,575	N/A Request for Quotations via Vendor Registry

[Funding: Fund 001, General Fund, Cost Center 310204, Facilities Priority One]

14. Recommendation Concerning the Agreement with the City of Pensacola for Interruptible Natural Gas Service - Cassie C. Boatwright, Facilities Management Department Director

That the Board take the following action concerning the Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia County for Interruptible Natural Gas Service:

A. Approve the Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia County for Interruptible Natural Gas Service for: 2935 North "L" Street, 1700 West Leonard Street, 357 South Baylen Street, and 201 South Palafox Street, establishing service, subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. 21-19); and

B. Authorize the Chairman or Vice Chairman to execute all documents relating to the Agreement, as required.

[Funding: Fund 001, General Fund, Cost Center 310207, Object Code 54301]

15. Recommendation Concerning the Annual Hardware and Software Maintenance Support Renewal for Cyber Security Firewalls - Bart Siders, Information Technology Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve the Agreement for Support and Maintenance Services with PC Specialists, Inc. D/B/A Technology Integration Group, for Cyber Security Firewalls in the amount of $44,302.66; and

B. Authorize the Department, in conjunction with the Office of Purchasing, to issue a Purchase Order as required and use the pricing obtained through the competitively bid NASPO Contract AR2472.

[Funding: Fund 001, General Fund, Cost Center 270102, Object Code 54601]

16. Recommendation Concerning the issuance of a Change Order to Blue Arbor, Inc. - Bart Siders, Information Technology Department Director

That the Board approve a Change Order to Blue Arbor, Inc., in the amount of $35,000, to cover temporary staffing assistance for the Information Technology Department, per PD 17-18.055, Agreement for Temporary Labor Services.

Vendor/Contractor	Amount	Contract Number
Blue Arbor Temporary Staffing Services Vendor # 023818 Cost Center 270102/53401	$35,000	Contract PD 17-18.055 Original Board Approval 08/02/18. Board Approval for 1st Extension 08/15/19 (Contract goes through 08-15/20

[Funding: Fund 001, General Fund, Cost Center 270102, Object Code 53401, Other Contractual Services]

17. Recommendation Concerning the Issuance of a Blanket Purchase Order with Dell Marketing LP in the amount of $95,000 - Bart Siders, Information Technology Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize the County to utilize the State of Florida, Department of Management Services, Contract Number 43211500-WSCA-15-ACS, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board Approval; and

B. Authorize the issuance of a Blanket Purchase Order, in conjunction with the Office of Purchasing for the purchase of new personal computers and other hardware to replace existing equipment for the Information Technology Department of Escambia County, Florida, to Dell Marketing LP in the sum of $95,000.00, according to the specifications outlined in Contract # 43211500-WSCA-15-ACS.

Vendor/Contractor	Amount	Contract Number
Dell Computing Company Replacement of Equipment using Standard Hardware Catalog Vendor # 040517 Cost Center: 270102/55201	$95,000	Contract # 43211500-WSCA-15-ACS Effective April 1, 2020, and is renewed through July 31, 2021

The IT Department will use this Blanket Order to replace as many of the 8 to 10 year old PC devices as they can. All orders will be placed using our standard hardware catalog.

Escambia County BOCC Standard Hardware Catalog:

Description		New Quote
Dell 3070 Mini Std Desktop	I5, 8GB Ram, SSD, 3yr Basic	$ 671.80
Dell 3630 CAD Desktop	I5, 16GB Ram, SSD, 3yr Basic	$ 919.99
Dell 5820 Adv. Workstation	I5, 32GB Ram, SSD, 3yr Basic	$1,420.31
Dell 3390 13” 2 in 1 Tablet	I5, 8GB Ram, SSD, 3yr PS+	$ 905.22

Dell 5500 15” Laptop	I5, 8GB Ram, SSD, 3yr Basic	$ 958.23
Dell Tablet Dock	WD 19 90	$ 169.99
Dell 22” Monitor		$ 149.99
Dell 27” Monitor		$ 207.89

[Funding: Fund 001, General Fund, Cost Center 270102, Object Code 55201]

18. Recommendation Concerning a Change Order to Blue Arbor, Inc. - Tim Tolbert, Department Director/Building Official, Building Services Department

That the Board approve, and authorize the County Administrator to execute, Change Order #200188-1, to Blue Arbor, Inc., adding funds for Contractual Services:

Department:	Building Services Department
Division:	Building Inspections
Type:	Addition
Amount:	$24,000
Vendor:	Blue Arbor, Inc.
Contract:	PD 17-18.055
Purchase Order #	200188
Change Order #	1
Original Amount	$22,500
Change Order #1	$24,000
New PO:	$46,500

[Funding Source: Building Inspections Fund, Fund 406, Cost Center 250111, Object Code 53401]

19. Recommendation Concerning Supplemental Budget Amendment #091 - Stephan Hall, Budget Manager, Management & Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #091, Library Fund (113), in the amount of $30,000, to recognize the donation from the Friends of the West Florida Public Library, and to appropriate these funds into the Friends Library Donations Cost Center to be used to support and promote the Escambia County Library.

20. Recommendation Concerning Supplemental Budget Amendment #092, Joy Jones, P.E., Engineering Department Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #092, Local Option Sales Tax III (Fund 352), in the amount of $43,009, to recognize proceeds from Escambia County Utilities Authority (ECUA) for reimbursement for the Interlocal Cost Sharing Agreement for Carver Area Water Main Utility Relocation project in conjunction with Carver Area Drainage improvement work, and to appropriate these funds back into the LOST III project budget.

Escambia County and ECUA entered a 50/50 cost sharing Agreement to share the cost of relocating utilities as part of the Carver Area Water Main Utility Relocation project. This work was in conjunction with the Carver Area Drainage Improvement project. Total cost of the utilities relocation was $86,019.68, and ECUA's contribution is $43,009. These funds have been received and need to be transferred back into the project's budget.

21. Recommendation Concerning Supplemental Budget Amendment #093, Joy Jones, P.E., Engineering Department Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #093, Local Option Sales Tax III (Fund 352), in the amount of $22,570, to recognize a reimbursement from CSX Transportation (CSXT) of funds paid for the Ten Mile Roadway signal crossing improvements project, and to appropriate these funds back into the LOST III project budget.

Escambia County and CSX Transportation entered into a Preliminary Engineering Agreement in Fiscal Year 2013, in which Escambia County agreed to pay for signal crossing improvements on Ten Mile Road in conjunction with a drainage improvement project. Escambia County paid a deposit to CSXT, in the amount of $35,640, but actual costs were less, resulting in a reimbursement due of $22,570. These funds have been received and need to be transferred back into the project's budget.

22. Recommendation Concerning Supplemental Budget Amendment #094, EMS County Award Grant Appropriation, John Dosh, Interim Public Safety Department Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #094, Other Grants and Projects Fund (110), in the amount of $33,504, to recognize proceeds from the Florida Department of Health, and to appropriate these funds for the improvement and expansion of pre-hospital Emergency Medical Services (EMS) in Escambia County. Funds will be used to purchase two Lund University Cardiopulmonary Assist System (LUCAS) devices, which are portable chest compression devices.

23. Recommendation Concerning Supplemental Budget Amendment #100 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #100, General Fund (001) and Other Grants and Projects Fund (110), in the amount of $63,671, to recognize Grant proceeds from the Florida Department of State - Division of Elections in the amount of $55,366, and to appropriate these funds to be used solely for activities related to Federal Elections. A 15% match or $8,305, is required by the State, and matching funds will come from the Adopted Fiscal Year 2019/2020 Supervisor of Elections Budget to cover this requirement.

24. Recommendation Concerning Supplemental Budget Amendment #105, Proceeds from the Sale of Easements, J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #105, Other Grants and Projects Fund (110), in the amount of $305,865, to recognize proceeds from the United States Navy from the sale of easements for encroachment protection.

On September 22, 2016, the Board of County Commissioners entered into a Multi-Year Encroachment Protection Agreement for Naval Air Station (NAS) Pensacola with the Department of the Navy. The purpose of the Agreement was to provide assistance with the acquisition of real property to prevent encroachment and limit incompatible development in the vicinity of NAS Pensacola. These funds are to be leveraged for future defense infrastructure Grants (DIG) which require matching funds.

25. Recommendation Concerning Supplemental Budget Amendment #108, William Powell, Corrections Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #108, Detention/Jail Commissary Fund (111), and the Transportation Trust Fund (175) (Road Prison Commissary), in the amount of $299,326, to recognize a transfer of funds from the Road Prison Commissary to the Detention/Jail Commissary, and to appropriate this transfer of funds consolidating the two commissaries into a single commissary going forward. This action will increase the efficiencies with commissary funding and provide better service to the inmates.

26. Recommendation Concerning Supplemental Budget Amendment #111, Sheriff's Department, Henrique Dias, Chief Financial Officer - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #111, General Fund (001), in the amount of $19,176, to recognize the Sheriffs off-duty officer, public records, auto repairs, miscellaneous reimbursements/fees, and investigative costs, and to appropriate these funds back into the Sheriffs Administrative Budget, to offset operational expenses associated with providing law enforcement services in Escambia County.

27. Recommendation Concerning Supplemental Budget Amendment #114, Coronavirus Aid, Relief, and Economic Security Act Funding, Clara Long, Interim Neighborhood and Human Services Department Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #114, Community Development Block Grant (CDBG) (129), and the General Fund (001), in the amount of $894,881, to recognize the CDBG-CV allocation provided by the U.S. Department of Housing and Urban Development (HUD), under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and to appropriate these funds to support community development activities that prevent, prepare, and respond to the COVID-19 virus. CDBG funds must be utilized for activities that target low and moderate-income households.

28. Recommendation Concerning Supplemental Budget Amendment #121, Sheriff's Department, Henrique Dias, Chief Finance Officer - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #121, Law Enforcement Trust Fund (121), in the amount of $39,793, to recognize additional revenues from various law enforcement activities, and to appropriate these funds into the Sheriff's Law Enforcement Trust (LET) Fund Budget, pursuant to Florida Statute 932.7055, to pay vouchers submitted for payment to various outside agencies and related Law Enforcement activities for the remainder of the Fiscal Year 2019/2020.

29. Recommendation Concerning Tax Deed Application for Property Having County-Held Tax Certificates Set to Expire June 1, 2020 - Stephan Hall, Budget Manager

That the Board approve the Application for Tax Deed List for 13 properties having County-held Tax Certificates set to expire on June 1, 2020 (See provided list). The Tax Deed Application fee is $742 per parcel. The County must deposit fees with the Tax Collector, in the amount of $275 per parcel, and with the Clerk of the Circuit Court, in the amount of $467 per parcel. The total cost for these Tax Deed Applications is $9,646. The parcels that are the subject of this Recommendation are provided as backup. None of the parcels are homesteaded.

Tax Certificates are sold annually, through an online Tax Certificate sale, for delinquent real estate taxes. If taxes remain unpaid, the Certificate holder may file a Tax Deed Application with the Tax Collector's Office two years after the date of delinquency. If not redeemed, the property may be sold at a public auction conducted by the Clerk of the Circuit Court. Florida Statute 197.502(3) provides that the County in which the property described in the Certificate is located shall apply for a tax deed on all County-held Certificates on property valued at $5,000 or more on the Property Appraiser's most recent assessment roll, and may apply for tax deeds on Certificates on property valued at less than $5,000 on the Property Appraiser's most recent assessment roll. There are three of the subject properties valued at $5,000 or above, and the remainder are valued below $5,000. The County has held a Tax Certificate on each of these parcels for almost seven years, and the Certificates are set to expire on June 1, 2020. This is the County's last chance to attempt to collect on these delinquent taxes.

[Funding Source: Fund 001, General Fund, Cost Center 110201]

30. Recommendation Concerning the Purchase of Ten Tri-Axle Dump Trucks - Wes Moreno, Public Works Department Director

That the Board approve and authorize the County Administrator to sign a purchase order for the purchase of 10 Mack GR64F Dump Trucks equipped with 16'/21 yard Logan Elliptical tub style bodies from Gulf Coast Truck & Equipment, at a price of $158,316 each/$1,583,160 for 10.

31. Recommendation Concerning the Reallocation of Capital Improvement Program Funds for Perdido Key Multi-Use Trail - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the Reallocation of Capital Improvement Program Funds for Perdido Key Multi-Use Trail:

A. Approve the reallocation of project savings from the Perdido Key Pedestrian Crossings Project to fund the final engineering design phase of the west segment of Perdido Key Multi-Use Trail, in the amount of $28,383.99; and

B. Approve the issuance of a Purchase Order to American Consulting Professionals, LLC, on Contract PD 02-03.79, Professional Services, in the amount of $28,383.99, to complete the 100% (Final) Engineering Design Scope.

[Funding Source: Fund 353, Local Option Sales Tax (LOST) IV, Account 110102, Commission District 2 Discretionary Funds]

32. Recommendation Concerning the US Department of Transportation - Better Utilizing Investments to Leverage Development Grant Applications for Escambia County, Florida - Joy Jones, P.E, Engineering Department Director

That the Board take the following action regarding the proposed US Department of Transportation - Better Utilizing Investments to Leverage Development (BUILD) Grant Applications:

A. Approve three projects from the seven projects listed below (one from each category), for submittal to US Department of Transportation BUILD Grant program (a maximum of three projects can be submitted). Based on staff's interpretation of application criteria and local need, the highest-ranking project for each are shown in **Bold**.

URBAN

1. **Kingsfield Road Extension** (District 5) - Project Cost $13,000,000, 20% local share, $2,600,000 is available in Fund 352, LOST III, Cost Center 210107, Project #11EN1405

2. Jackson Street Complete Streets Improvements (Districts 2 & 3): Project Cost $6,040,000, 20% local share, $1,208,000 is available in Fund 353, LOST IV, Cost Center and Project Number TBD

3. Pensacola Beach Traffic and Parking (District 4), Project Cost $8,000,000, 20% local share, $1,600,000 is available in Fund 353, LOST IV, Cost Center 210106, Project #18EN0224

4. Longleaf Drive Multi-Modal Improvements (District 1): Project Cost $16,300,000, 20% local share, $3,260,000 is available in Fund 352, LOST III, Cost Center 210107, Project #08EN0078

RURAL

5. **Quintette Road Bridges Rehabilitation** - (District 5) Project Cost $6,700,000. There is no local match required.

PLANNING

6. **Transportation Implementation Plan** (All Districts), Project Cost $650,000, 20% local share is $130,000, funding source TBD; and

7. County Road (CR) 4 Commercial Corridor Plan (District 5) - Project Cost $500,000, no local match required

B. Authorize staff to prepare and submit three BUILD Grant Applications;

C. Authorize the Chairman or Vice Chairman to sign the BUILD Grant Applications, the Resolution, and any subsequent documents needed for proper submission once the Applications are completed, subject to legal review and sign off; and

D. Authorize staff to request letters of support for the three selected projects

(subject to County Administrator approval).

33. Recommendation Concerning a Change Order to Rebol Battle & Associates on Contract PD 02-03.79, for Design Services for County Road 97 and County Road 297A Intersection and Drainage Improvement Project - Joy Jones, P.E., Engineering Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Rebol Battle & Associates, in the amount of $59,215.00, on Contract PD 02-03.79, Design Services for County Road (CR) 97 and County Road (CR) 297A Intersection and Drainage Improvement Project:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$59,215.00
Vendor:	Rebol Battle & Associates
Project Name:	CR 97 and CR 297A Intersection and Drainage Improvement Project
Contract:	PD 02-03.79
PO#:	181417
CO#:	1
Original Contract Amount:	$49,977.90
Cumulative Amount of Change Orders Through this CO:	$59,215.00
New Contract Amount:	$109,192.90

[Funding Source: Local Option Sales Tax (LOST) III, Fund 352, Cost Center 210107, Object Code 56301, Project 14EN3135]

This project is located in Commission District 5.

34. Recommendation Concerning Change Order #4 to SPX Genfare for the Mass Transit Department's Fare Box Repairs - Tonya Ellis, Mass Transit Department Director

That the Board approve and authorize the County Administrator to execute Change Order #4 to SPX Genfare, adding funds for the repair and maintenance of fare boxes.

Department:	Mass Transit
Division:	Maintenance
Type:	Addition
Amount:	$16,000
Vendor:	SPX Genfare
Project Name:	N/A
Contract:	Proprietary Parts
Purchase Order #:	201017
Original Award Amount:	$4,000
Change Order # 1	$4,000
Change Order # 2	$4,000
Change Order # 3	$7,000
Change Order # 4 (this request)	$16,000
Total:	$35,000

Due to the age of the fare boxes used on the Fixed Route the repair cost is increasing. Repairs are essential to fare and ridership information collection.

[Funding: Funds are available in Fund 104, Mass Transit, Cost Center 320407, Fleet Maintenance]

35. Recommendation Concerning Economic Development Incentive Fund Payment to Navy Federal Credit Union Greater Pensacola Operations - Janice P. Gilley, County Administrator

That the Board approve payment to Navy Federal Credit Union Greater Pensacola Operations, in the amount of $1,000,000, for Economic Development Incentives as set out in the Economic Development Incentive Fund Program Agreement between Escambia County and Navy Federal Credit Union.

36. Recommendation Concerning the Acceptance of the Coronavirus Aid, Relief, and Economic Security Act Provider Relief Funds of $395,998.12 - Janice P. Gilley, County Administrator

That the Board take the following action concerning the Coronavirus Aid, Relief, and Economic Security (CARES) Act Provider Relief Funds of $395,998.12:

A. Authorize the acceptance of the $395,998.12 CARES Act Provider Relief funds that Escambia County received on April 17, 2020, through ACH from United Health Group; and

B. Authorize the County Administrator to sign an attestation confirming receipt of funds and agree to the Terms and Conditions of Payment.

37. Recommendation Concerning the Funding for William Banks Enterprise, Inc., 2020 Gulf Coast Summerfest Jazz Edition Fireworks Display - Commissioner Jeff Bergosh, District 1

That the Board approve the funding of $1,500 to William Banks Enterprise, Inc., 2020 Gulf Coast Summerfest Jazz Edition Fireworks Display, from Commissioner Jeff Bergosh's discretionary money.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

38. Recommendation Concerning the Award of a Purchase Order for Three Nissan Pathfinders or Approved Equivalent for Code Enforcement - Chips Kirschenfeld, Department Director, Natural Resources Management, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for three 2020 Nissan Pathfinder 4WD S (Model 25010) to FL Auto, LLC d/b/a Beck Ford Lincoln, in the amount of $26,061 per vehicle, for a total amount of $78,183, per the terms and conditions of PD 19-20.046, Three Nissan Pathfinders or Approved Equivalent for Code Enforcement.

Vendor/Contractor	Funding	Amount	Contract Number
FL Auto, LLC d/b/a Beck Ford Lincoln	Fund 103, Code Enforcement Fund; Cost Center 220110, Environmental Code Enforcement; Object Code 56401, Machinery & Equipment	$78,183	PD 19-20.046

Specification PD 19-20.046, Three Nissan Pathfinders or Approved Equivalent for Code Enforcement was posted to Vendor Registry on March 12, 2020, and was issued to 46 individuals representing 29 firms. The solicitation was viewed by 18 firms and downloaded by 12.

NON-ADA-COMPLIANT DOCUMENTS TO BE DISTRUBUTED UNDER SEPARATE COVER:

- Bid Response from FL Auto, LLC d/b/a Beck Ford Lincoln
- Recommendation to Award Determination Checklist

39. Recommendation Concerning Award of a Purchase Order for the Casino Beach Artificial Reef Construction Project for the Natural Resources Management Department - Tim Day, Branch Director, Natural Resources Management, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign a Purchase Order, in excess of $50,000, for the construction and installation of Artificial Reefs at Casino Beach to David Walter d/b/a Walter Marine, in the amount of $59,500, per the terms and conditions of PD 19-20.020, Casino Beach Artificial Reef Construction Project.

The scope is to deploy 17 reef modules with three eco-disks per module. The department will request installation/deployment according to the bathymetry within the permitted area at the time of deployment and may have to modify the number of eco-disks per module, but not the total number of modules or eco-discs deployed.

Vendor/Contractor	Funding	Amount	Contract Number
David Walter d/b/a Walter Marine	Funding: Fund 110, Other Grants and Projects Cost Center 220813, FWC Artificial Reef Grant Object Code 56301, Improvements Other Than Buildings	$59,500	PD 19-20.020

The full amount of $59,500 is funded by the Florida Fish and Wildlife Conservation Commission (FWC). No Escambia County monies or cash matching funds are required by the Grant Agreement (FWC 19041) for the construction of Casino Beach Snorkeling reef. Construction must be completed by August 1, 2020.

Specification PD 19-20.020, Casino Beach Artificial Reef Construction Project, was posted to Vendor Registry on February 14, 2020, and issued to 56 registrants, representing 43 firms. The solicitation was viewed by 35 firms and downloaded by 27 firms.

NON-ADA-COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Bid Response from David Walter d/b/a Walter Marine

40. Recommendation Concerning the First of Two Possible Renewals for Collection and Disposal Services for Household Hazardous Waste - Pat Johnson, Waste Services Department Director, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the first of two possible one-year renewals, retroactive to February 7, 2020, between Escambia County, Florida and Perma-Fix of Florida, Inc., per the terms and conditions of PD 18-19.010, Collection and Disposal of Household Hazardous Waste, providing for the collection and disposal of hazardous waste materials from County households, on an as-needed basis, authorizing an annual amount of $200,000.

Vendor/Contractor	Funding	Amount	Contract Number
Perma-Fix of Florida, Inc.	Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services	$200,000	PD 18-19.010

41. Recommendation Concerning Exercising the Second of Two Possible One-Year Renewal Periods Related to PD 16-17.087, Gasoline and Diesel Fuel - James Higdon, Division Manager, Public Works, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the utilization of the second of two possible one-year renewal periods provided for under Section 2 of the Agreement for PD 16-17.087, Gasoline and Diesel Fuel, with Cougar Oil, Inc., retroactive to October 1, 2019.

Vendor/Contractor	Funding	Amount	Contract Number
Cougar Oil, Inc.	Fund 175, Transportation Fund; Cost Center 210407, Fuel Distribution; Object Code 55201, Operating Supplies	$6,500,000	PD 16-17.087

NON-ADA-COMPLIANT DOCUMENTS ISSUED UNDER SEPARATE COVER:

- Fully Executed Agreement

42. Recommendation Concerning the Contract Award for Inmate Food Service and Associated Community Outreach Programs for Jail & Work Release - William R. Powell, Director of Corrections, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign an Agreement, in excess of $50,000, between Escambia County, Florida, and Aramark Correctional Services, LLC, per the terms and conditions of PD 18-19.111, Inmate Food Service and Associated Community Outreach Programs for Jail & Work Release, for a price per meal of $0.919, effective June 1, 2020.

Solicitation PD 18-19.111, Inmate Food Service and Associated Community Outreach Programs for Jail & Work Release, was published via Vendor Registry on December 11, 2019, to 33 registrants representing 28 firms. The solicitation was viewed by 28 firms and downloaded by 17. Responses were received from three firms on January 21, 2020, and on February 27, 2020, the Selection Committee negotiated a best and final offer of $0.919 per meal.

Vendor/Contractor	Funding	Amount	Contract Number
Aramark Correctional Services, LLC	Fund 001, General Fund; Cost Center 290401, Detention; Object Code 53401, Other Contractual Services	$1,469,205	PD 18-19.111
	Fund 114, Misdemeanor Probation; Cost Center 290305, Residential Probation; Object Code 53401, Other Contractual Services	$76,479	
	Total	**$1,545,684**	

NON-ADA-COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Proposals from Aramark

43. Recommendation Concerning Contract Award for Re-Bid 17-18 Resurfacing Project - Joy Jones, P.E., Engineering Department Director, and 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 Roads, Inc. of NWF, per the terms and conditions of PD 19-20.038, Re-Bid 17-18 Resurfacing Project, in the amount of $1,224,286.17.

Vendor/Contractor	Funding	Amount	Contract Number
Roads, Inc. of NWF	Fund 353, LOST IV; Cost Center 210106, Transportation & Drainage; Object Code 56301, Improvements Other Than Buildings; Project Code: 18EN0238	$1,224,286.17	PD 19-20.038

Specification PD 19-20.038, Re-Bid 17-18 Resurfacing Project, was posted to Vendor Registry on February 20, 2020, and issued to 107 registrants representing 83 firms. The solicitation was viewed by 24 firms and downloaded by 19.

NON-ADA-COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Bid Response from Roads, Inc. of NWF
- Recommendation to Award Determination Checklist

44. Recommendation Concerning Exercising the Second of Two Possible One-Year Renewal Periods Related to PD 14-15.083, Agreement for Medical Supplies - John Dosh, Interim Public Safety Department Director, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the exercising of the second of two possible one-year renewal periods provided for under Section 2 of the Agreement for Medical Supplies, with Bound Tree Medical, LLC, retroactive to January 7, 2020.

Vendor/Contractor	Funding	Amount	Contract Number
Bound Tree Medical, LLC	Fund 408, Emergency Medical Services; Cost Center 330302, EMS Operations; Object Code 55201, Operating Supplies	$82,000	PD 14-15.083

NON-ADA-COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Fully Executed Agreement with Bound Tree Medical, LLC

45. Recommendation Concerning the Contract Award for PD 19-20.017, Perdido Key Fire Station Concrete Repair - Cassie Boatwright, Director of Facilities Management and 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 Empire Builders Group, Inc., per the terms and conditions of PD 19-20.017, Perdido Fire Station Concrete Repairs, for the base bid of $339,426.94, and Alternate 1 in the amount of $25,236.74, for a total contractual amount of $364,663.68.

Vendor/Contractor	Funding	Amount	Contract Number
Empire Builders Group, Inc.	Fund: 001, General Fund, Cost Center: 310204, Object Code: 53101/54601	$364,663.68	PD 19-20.017

81 suppliers were solicited, five compliant bids were received.

46. Recommendation Concerning Contract Award for 19-20 Road Resurfacing Project - Joy Jones, Department Director, Engineering Department through 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 Roads Inc., of NWF, per the terms and conditions of PD 19-20.033, 19-20 Road Resurfacing Project , in the amount of $3,245,664.99 for basic construction services.

Vendor/Contractor	Funding	Amount	Contract Number
Roads Inc, of NWF	Fund 353, LOST IV; Cost Center 210106, Object Code 56301, Project Number 20EN0918	$3,245,664.99	PD 19-20.033

Non-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

Roads Inc. of NWF Bid

47. Recommendation Concerning the Contract Award for PD 19-20.039, Floridian Ditch Restoration and Godwin Lane Pond - Joy Jones, P.E., Engineering Department Director and 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 Site and Utility, LLC, per the terms and conditions of PD 19-20.039, Godwin Lane Pond, in the amount of $ 587,806.

Request for Proposals for PD 19-20.039, Godwin Lane Pond was publicly noticed on March 16, 2020, to 86 unique firms, downloaded by 47 unique firms via Vendor Registry on April 15, 2020. Five firms submitted responses. All five firms were deemed responsive and compliant.

Funding Breakdown
Floridian Ditch Restoration and Godwin Lane Pond

Fund	Description	Cost Center	Object Code	Project Number	Amount
352	Local Option Sales Tax III	210107	56301	19EN0431	$507,903
353	Local Option Sales Tax IV	210106	56301	19EN0431	$ 79,903
				Total	$587,806

48. Recommendation Concerning Contract Award for Low Income Emergency Assistance Program - Clara Long, Interim Neighborhood & Human Services Director, and 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 Opening Doors NWFL, Inc., per the terms and conditions of PD 19-20.012, Low Income Direct Emergency Assistance Program (LIDEAP), providing $55,000 for Fiscal Year 2019-2020.

Vendor/Contractor	Funding	Amount	Contract Number
Opening Doors NWFL, Inc.	Fund 001 General Fund, Cost Center 370102, Object Code 58201	$55,000	PD 19-20.012

Non-ADA COMPLIANT DOCUMENT TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Opening Doors NWFL, Inc. Bid Response

49. Recommendation Concerning the Contract Award for Muscogee Road Resurfacing, Jacks Branch to Nowak - Joy Jones, P.E., Engineering Director, through 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 Roads Inc, of NWF, per the terms and conditions of PD 19-20.042, Muscogee Road Resurfacing, Jacks Branch to Nowak, in the amount of $458,689.97.

Vendor/Contractor	Funding	Amount	Contract Number
Roads Inc. of NWF	Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project # 09EN0115	$458,689.97	PD 19-20.042

50. Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Paul Nobles, Office of Purchasing, Purchasing Manager

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

A. Award and Authorize the County Administrator to sign Task Order Based Continuing Contract to L&W Engineering, Inc., d/b/a Inovia Consulting Group, civil engineering, based on the "Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates" as provided in the current Florida Department of Transportation (FDOT) Negotiation Handbook Guidelines for Professional Services Contracts; and

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

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

51. Recommendation Concerning a Bureau of Justice Assistance Application for the Coronavirus Emergency Supplemental Funding Program Solicitation Fiscal Year 2020 Formula Grant Solicitation - William R. Powell, Director of Corrections

That the Board take the following action concerning the Application to provide funding to assist eligible local units of government in preventing, preparing for, and responding to the coronavirus, as related to related law enforcement and corrections programs, in the amount of $370,107:

A. Approve the Bureau of Justice Assistance Application for the Coronavirus Emergency Supplemental Funding (CESF) Program Solicitation Fiscal Year 2020 Formula Grant Solicitation. This Application is for a two-year Grant period beginning January 20, 2020, totaling $370,107;

B. Authorize the Chairman to electronically sign the Application for funding assistance, the standard assurances, certifications regarding lobbying, debarment and drug-free workplace requirements regarding the local coronavirus response project, and sign the Financial Management and System of Internal Controls Questionnaire; and

C. Authorize the Chairman to electronically submit the Application on behalf of the Board through the Bureau of Justice Assistance Grant portal.

[Funding: This Grant does not require matching funds, Fund 001, Cost Center 290401 and Fund 001, Cost Center 290402]

52. Recommendation Concerning the Database Preparation for the Upgrade of the Current Software System for the Electronic Health Record - William R. Powell, Director of Corrections

That the Board approve and authorize the issuance of a Purchase Order totaling $59,360 for CorrecTek database preparation for the Spark Transition for the software upgrade to the current electronic health record software, per the quote provided.

III. For Discussion

1. Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office Finance Division

   That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2019/2020:

   A. Gulf Coast Council, Boy Scouts of America, in the amount of $7,500; and

   B. The Her Foundation in the amount of $1,000.

   Upon approval of these funding allocations, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

   [Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201]

2. Recommendation Concerning the Acquisition of Real Property Located at 164 Diego Circle for the Erress Boulevard and Diego Circle Blight Reduction Project - Clara Long, Interim Neighborhood & Human Services Department Director

   That the Board either approve, by super majority vote, or deny the following action:

   A. Authorize the purchase of real property located at 164 Diego Circle, from Allen L. Janssen, for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of $25,000 (County's appraised value is $19,000);

   B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 164 Diego Circle (.0560 acres); and

   C. Authorize the County Attorney's office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal Review and sign-off, any documents necessary to complete the acquisition of this property without further action of the Board.

   This parcel is located in Commission District 3.

   [Funding: Fund 129/2017 CDBG, Cost Center 370231]

3. Recommendation Concerning an Appointment to the Tourist Development Council - Janice P. Gilley, County Administrator

That the Board appoint one of the following to the Tourist Development Council (TDC), for a four-year term, effective April 14, 2020, through April 13, 2024, to serve as a "Hotel/Motel Industry" appointee:

A. Ajit Patel;

B. Juston Takacs;

C. Mitesh Patel; or

D. Jason Nicholson.

A General Alert was posted on the County's website from March 5, 2020, through March 20, 2020, to seek residents interested in volunteering to be considered for an appointment as a "Hotel/Motel Industry" appointee on the TDC. Resumes were received from Ajit Patel, Juston Takacs, Mitesh Patel, and Jason Nicholson.

4. Recommendation Concerning Appointments to the West Florida Public Library Board of Governance - Todd Humble, Library Services Director

That the Board take the following action:

Consider the appointment of two of the following to the West Florida Public Library Board of Governance, for a two-year term, effective March 1, 2020, to February 28, 2022:

1. Dr. Laura P. Bryant;

2. Grace Buenavista;

3. Diane Davis; or

4. Catherin Storey

to the West Florida Public Libraries Board of Governance, for a two-year term, effective March 1, 2020 to February 28, 2022.

5. Recommendation Concerning Future Development of Quintette Road - Commissioner Steven Barry, District 5

That the Board discuss the future development of Quintette Road.

6. Recommendation Concerning the Innerarity Island Association (IIA) Homeowners Resolution and Municipal Services Benefit Unit (MSBU) - Joy Jones, P.E., Engineering Department Director

That the Board discuss the Innerarity Island Association (IIA) Homeowners Resolution and Municipal Service Benefit Unit (MSBU), in which the Homeowners Association is requesting that Escambia County take the following action:

A. Direct staff to request additional Grants from the Department of Environmental Protection (DEP), and to seek other grant opportunities, such as Restore/Triumph funds, to assist IIA residents in mitigating costs of the sewer MSBU project;

B. Procure the services of a Real Estate Broker to prepare a market analysis of the County properties, propose new pricing to the IIA Board, and list the surplus lots for sale; and

C. Apply any Grant or property revenues to the IIA Sewer System MSBU prior to the final assessment calculation.

This project is located in Commission District 2.

COUNTY ATTORNEY'S REPORT

I. For Action

1. Recommendation Concerning Settlement of FDOH Administrative Complaint.

   That the Board approve the settlement agreement proposed by the Florida Department of Health and authorize the County Administrator to execute the agreement on behalf of Escambia County Public Safety Department.

2. Recommendation Concerning Approval of the Settlement and Release of Claims for the Terry Dennis Rigby Inventory Dispute.

   That the Board take the following actions:

   A. Approve the settlement reached for the sum of $10,000.00 to be paid to Terry Dennis Rigby's surviving spouse, Sherri Rigby, in exchange for the execution of a Release of Claims; and

   B. Approve the Release of Claims entered into by Sherri Rigby.

3. Recommendation Concerning Approval of Proposed Settlement of Workers' Compensation Claims Brought by Ray Boutwell.

   That the Board approve a proposed settlement in the sum of $70,000.00 payable to Ray Boutwell in exchange for a complete resolutions of all claims to benefits to which Mr. Boutwell would be entitled under the Florida Workers' Compensation Act. The settlement sum would be reimbursed by the excess carrier.

4. Recommendation Concerning Authorizing the Rescheduling of a Public Hearing to Consider an Ordinance Creating Volume 1, Chapter 94, Article 1, Section 94-9 relating to Micromobility Devices and Motorized Scooters on Pensacola Beach.

   That the Board authorize the rescheduling of a public hearing from Thursday, June 4, 2020, to Thursday, August 6, 2020, at 5:31 p.m. to consider an Ordinance creating Volume 1, Chapter 94, Article 1, Section 94-9 relating to Micromobility Devices and Motorized Scooters on Pensacola Beach.

II. For Discussion

1. Recommendation Concerning Escambia County State of Local Emergency, Letters, Grants, Contracts and Agreements.

   That the Board discuss and consider the following actions:

   A. Ratification of Escambia County State of Local Emergency Resolution R2020-36, R2020-37, R2020-38 and R2020-39; and

   B. Ratification of Letters to Senators and Representative regarding Naval Hospital Pensacola; and

   C. Ratification of Small Business COVID-19 Recovery Grant; and

   D. Ratification of Memorandum of Understanding for Sterilization Services; and

   E. Ratification of Memorandum of Understanding for manufacturing Face Shields; and

   F. Extension of Escambia County State of Local Emergency.

2. Recommendation Concerning TDT Late Penalty and Interest Amnesty Resolution.

   That the Board approve the attached resolution granting amnesty from payment of late penalty and interest associated with delinquent Tourist Development Tax returns due on April 20, 2020 (for March 2020 tax collections). This amnesty period shall run from April 20, 2020 until April 30, 2020.

3. Recommendation Concerning Extension of Escambia County Emergency Order Related to Tolling Permits.

   That the Board discuss extending the Escambia County Emergency Order related to tolling permits.

13. Items added to the agenda.

14. Announcements.

15. Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17652 **Proclamations 6.**
BCC Regular Meeting
Meeting Date: 05/07/2020
Issue: Adoption/Ratification of Proclamations
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Proclamations.

Recommendation: That the Board take the following action:

A. Adopt the Proclamation commending and congratulating Cooper Saunders, an Engineering Program Manager in the Engineering Department, on his selection as the "Employee of the Month" for April 2020;

B. Adopt the Proclamation commending and congratulating David Heroux, a Videographer in the Communications and Public Information Department, on his selection as the "Employee of the Month" for May 2020; and

C. Ratify the Proclamation dated March 27, 2020, commending and honoring the life of Veronica Fountain, and extending heartfelt condolences and well wishes to her family and friends.

BACKGROUND:

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

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

Information provided on the Proclamation is furnished by the requesting party and placed in the proper acceptable format for BCC approval by the County Administration staff.

Board approval is required by Board Policy Section I, A (6).

BUDGETARY IMPACT:

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

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

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

Attachments

Cooper Saunders, EOM, April 2020
David Heroux, EOM, May 2020
Veronica Fountain

PROCLAMATION

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

***WHEREAS**, Cooper Saunders, an Engineering Program Manager in the Engineering Department, is selected for "Employee of the Month" for April 2020, for the standards of excellence that he has displayed in the performance of his duties; and*

***WHEREAS**, Cooper began his employment with the County in 1999, and provides excellent service to the citizens of Escambia County through all of his assigned duties; and*

***WHEREAS**, Cooper was assigned to duties in support of the Emergency Operations Center's (EOC) Logistics Section response to COVID-19. He was tasked to manage and distribute critically low emergency personal protective equipment (PPE) to the many health care facilities in Escambia County; and*

***WHEREAS**, Cooper filled this role as Escambia County's Staging Area Manager without hesitation and performed this task with a professional and positive attitude. This task was in a warehouse setting which had very limited comforting accommodations, but Cooper performed without complaint, and with such precision and dedication to detail, it was noticed by many working within the EOC; and*

***WHEREAS**, this position required many hours of dedication and attention to detail in managing the intake and redistribution of PPE products to the multiple healthcare facilities in need, and Cooper never faltered; and*

***WHEREAS**, it is this work ethic and positive attitude that should be recognized, as personnel work extremely hard to make a difference in the lives of the people they choose to serve.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates Cooper Saunders on his selection as the "Employee of the Month" for April 2020.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: May 7, 2020

PROCLAMATION

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

***WHEREAS**, David Heroux, a Videographer in the Communications and Public Information Department, is selected for "Employee of the Month" for May 2020, for the standards of excellence that he has displayed in the performance of his duties; and*

***WHEREAS**, David began his employment with the County on May 24, 2016, and provides excellent service to the citizens of Escambia County through all of his assigned duties; and*

***WHEREAS**, with the COVID-19 pandemic, David has been very flexible in setting up the podium and audio-visual equipment for multiple last-minute news conferences at various locations throughout the County. This includes lifting, moving, and transporting equipment to sites he hadn't seen to plan ahead; and*

***WHEREAS**, David has worked very long hours, including early Wednesday mornings filming Coffee with the Commissioner and May's Message. He edits quickly to get the videos on social media as soon as possible for the public; and*

***WHEREAS**, David's can-do attitude and willingness to go the extra mile in getting information out quickly and professionally, make him an asset to the citizens of Escambia County.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and congratulates David Heroux on his selection as the "Employee of the Month" for May 2020.*

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

_____
Steven Barry, Chairman, District Five

Robert D. Bender, Vice Chairman
District Four

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Adopted: May 7, 2020

PROCLAMATION

***WHEREAS**, Veronica Vonjola Fountain was employed with Escambia County for 31 plus years, from 1988 until 2020; 12 years with the Escambia County School Board, and 19 years with the Board of County Commissioners of Escambia County, Florida. During these years of service, her job performance was exemplary; and*

***WHEREAS**, while Veronica worked with the Escambia County School Board, she held numerous positions while working her way through the ranks; holding the positions of Teachers Aide, Clerk Typist and Admin Clerk II, just to name a few; and*

***WHEREAS**, after a decade plus of working with the Escambia County School Board, Veronica moved on and started working with the Escambia County Board of County Commissioners. Veronica was employed for the Board of County Commissioners for 19 outstanding and honorable years of service. She was a phenomenal woman and everyone will feel her absence; and*

***WHEREAS**, Veronica Vonjola Fountain is survived by her son and daughter, Demarques and Nastassia. Veronica will be truly missed by a host of family, co-workers and friends.*

***NOW, THEREFORE, BE IT PROCLAIMED**, that the Board of County Commissioners of Escambia County, Florida, commends and honors the life of Veronica Fountain, and extends heartfelt condolences and well wishes to her family and friends.*

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Robert D. Bender, Vice Chairman
District Four

Steven Barry, Chairman, District Five

Jeff Bergosh, District One

Douglas Underhill, District Two

Lumon J. May, District Three

ATTEST: Pam Childers
Clerk of the Circuit Court

SEAL

Deputy Clerk

Dated: March 27, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17668 **Public Hearings 8.**
BCC Regular Meeting
Meeting Date: 05/07/2020
Issue: 5:31 p.m. Public Hearing to Adopt the Sonoma Ridge Street Lighting MSBU Ordinance
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

5:31 p.m. Public Hearing for consideration of adopting an Ordinance creating the Sonoma Ridge Street Lighting MSBU.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance creating the Sonoma Ridge Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots, and the ability of lot owners to use their individual lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected lots. Residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot, and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

BACKGROUND:

The owner of the Sonoma Ridge property, Breland Homes Coastal LLC, has met the criteria established by the Board of County Commissioners for an MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects.

The Sonoma Ridge lighting district plan proposal:
* 73 assessable lots located in Commission District 1
* 16 lights in initial plan
* Assessments estimated to be $120.53 in Year 1 (includes a reserve), and $75.33 in subsequent years

BUDGETARY IMPACT:

The MSBU will generate revenues for the purpose of providing street lighting, as well as administrative fees and a reserve for contingencies.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Ordinance has been reviewed by the County Attorney's Office and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve and adopt all Ordinances per F.S. 166.41.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Sonoma Ridge MSBU Ordinance

ORDINANCE 2020-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE III, DIVISION 72, SECTIONS 70-500.402 - 70-500.409 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; ESTABLISHING THE SONOMA RIDGE STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida has the authority to establish a Municipal Service Benefit Unit ("MSBU") pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a MSBU, and the proposed Sonoma Ridge Street Lighting MSBU has met the criteria established by the Board of County Commissioners for a MSBU; and

WHEREAS, by Resolution **R2019-115**, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

WHEREAS, the owners of the property contained in Sonoma Ridge have met the criteria established by the Board of County Commissioners for a MSBU, and the property owners wish to establish such a MSBU for the purpose of providing adequate street lighting; and

WHEREAS, there are an estimated 73 properties in this proposed district, and the property owner within the Sonoma Ridge Subdivision submitted a letter to the Board of County Commissioners requesting the creation of a street lighting MSBU; and

WHEREAS, this total meets the 55% minimum requirement specified in the MSBU Guidelines and Procedures adopted by the Board of County Commissioners; and

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in Sonoma Ridge Subdivision.

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

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2: Part I, Chapter 70, Article III, Division 72, Sections 70-500.402 through 70-500.409 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 72. – SONOMA RIDGE

Sec. 70-500.402. - AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes for the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-500.403. - SHORT TITLE. This Ordinance shall be known and referred to as the "*Sonoma Ridge Street Lighting Municipal Service Benefit Unit Ordinance*."

Sec. 70-500.404. - DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

A. *Base Rate* shall mean the rate necessary to fund the costs of the Sonoma Ridge Street Lighting District divided by the total Equivalent Residential Units (ERUs) in the District.

B. *Board* shall mean the Board of County Commissioners of Escambia County, Florida.

C. *Costs* shall mean maintenance and administrative costs associated with the acquisition of Improvements to provide street lighting to the District. The Cost for street lighting may include, but is not limited, to any applicable governmental fees, the acquisition of capital improvements, purchase or rental of equipment or facilities, administrative fees and costs, personnel expenses, operating and maintenance expenses for the upcoming Fiscal Year, the Tax Collector's collection charge and an amount set aside as a reserve for contingencies or unexpected increases in utility costs.

D. *County or Escambia County* shall mean all those geographical territories of Escambia County, a political subdivision of the State of Florida, which territories are not now within the corporate limits of any municipality.

E. *District* shall mean that geographical area of the Sonoma Ridge Street Lighting Municipal Service Benefit Unit described hereafter.

The Sonoma Ridge Street Lighting District shall include the following:

Development in Section 6, Township 1 South, Range 31 West, Escambia, Florida, classified by the Property Appraiser's records in Plat Book 19, Pages 90, 90a, 90b, 90c, excluding Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones, and as further described in **Exhibit A,** attached hereto and incorporated herein.

F. *Equivalent Residential Units (ERUs)*: A unit of measure used to apportion the Costs to the Lots based on the size of the Lots in the District.

G. *Fiscal Year* shall mean the period of time between October 1st and September 30th.

H. *Improvements* shall mean all street lighting projects and equipment presently located or to be located within or added to the District in the future, including, but not limited to, poles, wires, conduits, lighting, and all necessary appurtenances.

I. *Lot* shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel with a unique property identification number by the Property Appraiser.

J. *Person* shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.

K. Words used in the masculine gender include the feminine and neuter; the singular number include the plural and the plural the singular.

Sec. 70-500.405. - DISTRICT CREATED. There is hereby created within Escambia County the *Sonoma Ridge Street Lighting Municipal Service Benefit Unit* for the purpose of street lighting within the District.

Sec. 70-500.406. - GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

A. To provide for the collection and disbursement by the County of special assessments collected to pay for maintenance and operational expenses within the District.

B. To provide for or contract for the installation of street lighting and related Improvements within the District.

C. To buy, lease, or rent any and all real or personal property necessary to implement this Ordinance.

D. To fairly and reasonably apportion the Cost of street lighting among all specially benefited Lots.

E. To prepare and adopt an annual budget for the District(s).

F. To make legislative findings related to the special benefits provided to Lots located in the District.

G. To otherwise act or satisfy its duties and responsibilities under this ordinance.

Sec. 70-500.407. - LEGISLATIVE FINDINGS.

A. Lots in the District are specially benefited by the provision of street lighting improvements which will increase the market value of each Lot in the District and enhance safety within the District.

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District. The extent to which Commercial Lots benefit from

improved street lighting will vary according to the linear footage along the affected streets because of the large differential in size throughout the District.

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and does not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.

D. Lots which do not receive a special benefit shall be excluded from the non-ad valorem special assessment for street lighting.

Sec. 70-500.408. - SPECIAL ASSESSMENT PROCEDURES.

A. The Board shall determine each year the level of service necessary to provide adequate street lighting to Lots located in the District and the cost for providing such service.

B. The Board may by proper resolution establish rules and regulations regarding fiscal management of the District.

C. Each Fiscal Year, the Board shall authorize the levy of a non-ad valorem special assessment for street lighting on all Lots located within the District. These non-ad valorem special assessments for street lighting shall be levied following the preparation and adoption of a budget by the Board as provided by law. The budget shall identify the estimated Costs for street lighting for the next Fiscal Year.

D. The amount of non ad-valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot and the budgeted Costs for street lighting. The budgeted Costs for street lighting shall be fairly and reasonably apportioned among the benefited Lots using the following method:

The number of Equivalent Residential Units (ERUs) for a commercial Lot shall be calculated by dividing a commercial Lot's linear footage along the affected street by the average linear footage of the residential Lots directly across the affected street. The assessment for each Lot shall be calculated by multiplying a Lot's ERUs by the Base Rate. All residential properties shall have the equivalent of one (1) ERU.

The Board may make adjustments to the formula each Fiscal Year by resolution as necessary to reasonably and fairly apportion the cost of street lighting among benefited Lots. The Board may make a finding in the resolution to exclude any Lot that no longer receives a special benefit.

E. All special assessments as provided herein shall be assessed and collected by the uniform method adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes, as amended. All special assessments provided herein shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this ordinance, until said assessments are paid.

F. The Tax Collector of Escambia County shall be entitled to receive a commission for the collection of non-ad valorem special assessments for street lighting as provided in Section 197.3632(2), Florida Statutes, as amended.

G. A certified copy of this Ordinance shall be indexed and recorded in the public records of Escambia County after filing with the Secretary of State.

Sec. 70-500.409. - APPEAL PROCESS.

A. Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed within thirty (30) days of receiving the non-ad valorem special assessment or any of the notices for payment of the annual installment.

B. The County Administrator or designee shall review the request and determine within a reasonable time based on the circumstances whether an error in assessment of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board for preparation of the non-ad valorem special assessment roll. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due and owing as a result of the identification error, with notice to the Board of County Commissioners.

C. In the event the County Administrator or designee finds the Lot owner has been correctly assessed, the County Administrator or designee shall notify the owner and advise the owner of his or her right to petition for review of the alleged assessment error by the Board of County Commissioners within thirty (30) days. The Petition for Assessment Review shall state the owner's name, a description of the real property, and the facts underlying the Lot owner's petition. The burden shall be on the Lot owner to demonstrate by competent and substantial evidence to the Board of County Commissioners the Lot has been erroneously assessed on the non-ad valorem special assessment roll.

D. At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the assessment due and owing; or 2) advise the Lot owner the Board of county Commissioners finds no error in the assessment of the owner's Lot and the Lot owner may appeal the Board's decision to the circuit court within thirty (30) days.

E. The Board of County Commissioners may at its discretion create an independent board to review any Petition for Assessment Review filed. In addition, the Board is authorized to establish by resolution and collect at the time a petition is filed an administrative fee for processing of the petition. The Board of County Commissioners may also by resolution identify circumstances in which a refund of the administrative fee is available.

Section 3. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and

severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

Section 4. INCLUSION IN THE CODE. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Escambia County Code and the word "Ordinance" may be changed to section, article, or other appropriate word or phrase, and the sections of this Ordinance may be renumbered to accomplish such intention.

Section 5. EFFECTIVE DATE. This Ordinance shall become effective upon receipt of official acknowledgment of the Clerk of the Board of County Commissioners from the Department of State that this Ordinance has been filed with the Department of State

DONE AND ENACTED this ____ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

_____
Deputy Clerk

Date: 03-12-2020

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

EXHIBIT A

Legal Descriptions:

PROPERTY DESCRIPTION

COMMENCE AT THE NORTHEAST CORNER OF SECTION 6, TOWNSHIP 1 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA;
THENCE RUN NORTH 87° 15' 55" WEST ALONG THE NORTH LINE OF SAID SECTION 6 FOR 49.89 FEET;
THENCE RUN SOUTH 02° 16' 17" WEST FOR 33.00 FEET TO THE INTERSECTION OF THE WEST RIGHT OF WAY LINE OF BEULAH ROAD (100' R/W) WITH THE SOUTH RIGHT OF WAY LINE OF FRANK REEDER ROAD (66' R/W);
THENCE CONTINUE SOUTH 02° 16' 26" WEST ALONG SAID WEST RIGHT OF WAY LINE FOR 682.48 FEET TO THE POINT OF BEGINNING;
THENCE FROM THE POINT OF BEGINNING RUN SOUTH 02° 16' 26" WEST ALONG THE WEST RIGHT OF WAY LINE OF BEULAH ROAD FOR 496.13 FEET;
THENCE LEAVING SAID WEST RIGHT OF WAY LINE RUN NORTH 87° 43' 34" WEST FOR 242.20 FEET;
THENCE RUN NORTH 72° 10' 09" WEST FOR 440.66 FEET;
THENCE RUN SOUTH 11° 23' 17" WEST FOR 536.67 FEET;
THENCE RUN NORTH 87° 12' 35" WEST FOR 537.21 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6;
THENCE RUN ALONG SAID EAST LINE NORTH 02° 27' 34" EAST FOR A DISTANCE OF 297.10 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6;
THENCE RUN NORTH 87°14' 24" WEST FOR A DISTANCE OF 1313.54 FEET ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 6 TO THE EAST RIGHT OF WAY LINE FOR REBEL ROAD;
THENCE RUN ALONG SAID EAST RIGHT OF WAY LINE NORTH 02° 34' 23" EAST FOR A DISTANCE OF 331.81 FEET;
THENCE LEAVING SAID EAST RIGHT OF WAY LINE RUN SOUTH 87° 18' 27" EAST FOR A DISTANCE OF 1167.92 FEET;
THENCE CONTINUE SOUTH 87° 18' 27" EAST FOR A DISTANCE OF 806.78 FEET;
THENCE RUN NORTH 02° 25' 50" EAST FOR A DISTANCE OF 282.32 FEET;
THENCE RUN SOUTH 87° 16' 01" EAST FOR A DISTANCE OF 624.32 FEET TO THE POINT OF BEGINNING.
SAID DESCRIPTION CONTAINING 25.29 ACRES, MORE OR LESS.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17638 **Public Hearings 9.**
BCC Regular Meeting
Meeting Date: 05/07/2020
Issue: 5:32 p.m. Public Hearing to Adopt the Makenna Estates Street Lighting MSBU Ordinance
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Makenna Estates Street Lighting MSBU.

Recommendation: That the Board adopt and authorize the Chairman to sign the Ordinance creating the Makenna Estates Street Lighting Municipal Services Benefit Unit (MSBU), and all related documents, and make the following findings of fact:

A. Lots in the District are specially benefited since street lighting not only increases the market value of an individual lot, but also increases safety in the District surrounding individual lots, and the ability of lot owners to use their individual lots after dark;

B. The benefit from improved street lighting varies according to the relative size of the affected lots. Residential lots benefit from improved street lighting uniformly because of the small variation in size throughout the District;

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each lot, and do not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County; and

D. Lots which do not receive a special benefit have been and shall be excluded from the non-ad valorem special assessment for street lighting.

BACKGROUND:

The majority owners (Makenna Development, LLC and Adams Homes, LLC) of the property contained in the Makenna Estates have met the criteria established by the Board of County Commissioners for a MSBU, and the Board has reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects. Now the property owners wish to establish the MSBU for the purpose of providing street lighting to the district.

The Makenna Estates Subdivision lighting district plan proposal:
* 88 assessable lots located in Commission District 1
* 31 Light Fixtures in initial plan
* Assessments estimated to be $167 in Year 1 (includes a reserve), and $117 in subsequent years.

BUDGETARY IMPACT:

The MSBU will generate revenues for the purpose of providing street lighting, as well as administrative fees and a reserve for contingencies.

LEGAL CONSIDERATIONS/SIGN-OFF:

This Ordinance has been reviewed by the County Attorney's Office and found to be legally sufficient.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board of County Commissioners must approve and adopt all Ordinances per F.S. 166.41.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance Makenna Estates

ORDINANCE 2020-_____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA CREATING VOLUME I, CHAPTER 70, ARTICLE III, DIVISION 70, SECTIONS 70-500.386 - 70-500.393 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES; ESTABLISHING THE MAKENNA ESTATES STREET LIGHTING MUNICIPAL SERVICE BENEFIT UNIT FOR THE PURPOSE OF PROVIDING STREET LIGHTING WITHIN THE DISTRICT; PROVIDING FOR THE AUTHORITY, PURPOSE, AND SCOPE OF SAID ORDINANCE; PROVIDING FOR SHORT TITLE; PROVIDING FOR DEFINITIONS; PROVIDING FOR DISTRICTS; PROVIDING FOR GOVERNANCE; PROVIDING FOR LEGISLATIVE FINDINGS; PROVIDING FOR SPECIAL ASSESSMENT PROCEDURES; PROVIDING FOR APPEAL PROCESS; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF ORDINANCES OF ESCAMBIA COUNTY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida has the authority to establish a Municipal Service Benefit Unit ("MSBU") pursuant to Chapter 125, Florida Statutes; and

WHEREAS, the Board of County Commissioners has adopted administrative procedures for the establishment of such a MSBU, and the proposed Makenna Estates Street Lighting MSBU has met the criteria established by the Board of County Commissioners for a MSBU; and

WHEREAS, by Resolution **R2019-115**, the Board of County Commissioners reaffirmed its intent to use the uniform method of collection of non-ad valorem special assessments levied for street lighting projects; and

WHEREAS, the owners of the property contained in Makenna Estates have met the criteria established by the Board of County Commissioners for a MSBU, and the property owners wish to establish such a MSBU for the purpose of providing adequate street lighting; and

WHEREAS, there are an estimated 88 properties in this proposed district, and a majority of the property owners within the Makenna Estates Subdivision submitted letters to the Board of County Commissioners requesting the creation of a street lighting MSBU; and

WHEREAS, this total meets the 55% minimum requirement specified in the MSBU Guidelines and Procedures adopted by the Board of County Commissioners; and

WHEREAS, the proposed MSBU will assume responsibility for all street lighting in Makenna Estates Subdivision.

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

Section 1. The foregoing recitals are true and correct and incorporated herein by reference.

Section 2: Part I, Chapter 70, Article III, Division 70, Sections 70-500.386 through 70-500.393 of the Escambia County Code of Ordinances are hereby created to read as follows:

Division 70. – MAKENNA ESTATES

Sec. 70-500.386. - AUTHORITY; PURPOSE; SCOPE. This Ordinance is enacted under authority of Article VII, Section 1(f) of the Constitution of the State of Florida and Chapter 125, Florida Statutes for the purpose of providing for a street lighting district in certain unincorporated areas in Escambia County, Florida as described herein, not lying within the corporate boundaries of any municipality.

Sec. 70-500.387. - SHORT TITLE. This Ordinance shall be known and referred to as the "*Makenna Estates Street Lighting Municipal Service Benefit Unit Ordinance*."

Sec. 70-500.388. - DEFINITIONS. When used in this Ordinance, the following terms shall be defined to mean:

A. *Base Rate* shall mean the rate necessary to fund the costs of the Makenna Estates Street Lighting District divided by the total Equivalent Residential Units (ERUs) in the District.

B. *Board* shall mean the Board of County Commissioners of Escambia County, Florida.

C. *Costs* shall mean maintenance and administrative costs associated with the acquisition of Improvements to provide street lighting to the District. The Cost for street lighting may include, but is not limited, to any applicable governmental fees, the acquisition of capital improvements, purchase or rental of equipment or facilities, administrative fees and costs, personnel expenses, operating and maintenance expenses for the upcoming Fiscal Year, the Tax Collector's collection charge and an amount set aside as a reserve for contingencies or unexpected increases in utility costs.

D. *County or Escambia County* shall mean all those geographical territories of Escambia County, a political subdivision of the State of Florida, which territories are not now within the corporate limits of any municipality.

E. *District* shall mean that geographical area of the Makenna Estates Street Lighting Municipal Service Benefit Unit described hereafter.

The Makenna Estates Street Lighting District shall include the following:

A Portion of Lots 1, 2, 9, AND 10 of Deed Book 64, Page 365 also being a proposed 88 lot residential subdivision of a portion of fractional Section 2, Township 2 South, Range 31 West, Escambia County, Florida, classified by the Property Appraiser's records in Plat Book 19, Page 82, excluding Holding Ponds, Wetland/Drainage Easements, or Designated Wetlands, or Buffer Zones, and as further described in **Exhibit A,** attached hereto and incorporated herein.

F. *Equivalent Residential Units (ERUs)*: A unit of measure used to apportion the Costs to the Lots based on the size of the Lots in the District.

G. *Fiscal Year* shall mean the period of time between October 1st and September 30th.

H. *Improvements* shall mean all street lighting projects and equipment presently located or to be located within or added to the District in the future, including, but not limited to, poles, wires, conduits, lighting, and all necessary appurtenances.

I. *Lot* shall mean a developed or proposed single-family residential parcel or a multi-family residential parcel with a unique property identification number by the Property Appraiser.

J. *Person* shall mean individuals, children, firms, associations, ventures, partnerships, estates, trusts, business trusts, syndicates, fiduciaries, corporations, and all other groups and legal entities or combinations thereof.

K. Words used in the masculine gender include the feminine and neuter; the singular number include the plural and the plural the singular.

Sec. 70-500.389. - DISTRICT CREATED. There is hereby created within Escambia County the *Makenna Estates Street Lighting Municipal Service Benefit Unit* for the purpose of street lighting within the District.

Sec. 70-500.390. - GOVERNANCE OF THE DISTRICT. The District shall be governed by the Board of County Commissioners of Escambia County. The Board shall have the following powers and duties:

A. To provide for the collection and disbursement by the County of special assessments collected to pay for maintenance and operational expenses within the District.

B. To provide for or contract for the installation of street lighting and related Improvements within the District.

C. To buy, lease, or rent any and all real or personal property necessary to implement this Ordinance.

D. To fairly and reasonably apportion the Cost of street lighting among all specially benefited Lots.

E. To prepare and adopt an annual budget for the District(s).

F. To make legislative findings related to the special benefits provided to Lots located in the District.

G. To otherwise act or satisfy its duties and responsibilities under this ordinance.

Sec. 70-500.391. - LEGISLATIVE FINDINGS.

A. Lots in the District are specially benefited by the provision of street lighting improvements which will increase the market value of each Lot in the District and enhance safety within the District.

B. The benefit from improved street lighting varies according to the relative size of the affected Lots. Residential Lots benefit from improved street lighting uniformly because of the small variation in size throughout the District. The extent to which Commercial Lots benefit from

improved street lighting will vary according to the linear footage along the affected streets because of the large differential in size throughout the District.

C. The non-ad valorem special assessments levied represent a fair and reasonable apportionment of the cost of the special benefit received by each Lot and does not represent a fair share of the cost of general governmental service provided to residents in the unincorporated areas of Escambia County.

D. Lots which do not receive a special benefit shall be excluded from the non-ad valorem special assessment for street lighting.

Sec. 70-500.392. - SPECIAL ASSESSMENT PROCEDURES.

A. The Board shall determine each year the level of service necessary to provide adequate street lighting to Lots located in the District and the cost for providing such service.

B. The Board may by proper resolution establish rules and regulations regarding fiscal management of the District.

C. Each Fiscal Year, the Board shall authorize the levy of a non-ad valorem special assessment for street lighting on all Lots located within the District. These non-ad valorem special assessments for street lighting shall be levied following the preparation and adoption of a budget by the Board as provided by law. The budget shall identify the estimated Costs for street lighting for the next Fiscal Year.

D. The amount of non ad-valorem special assessment to be assessed and levied against each Lot shall be determined based on the special benefit received by each Lot and the budgeted Costs for street lighting. The budgeted Costs for street lighting shall be fairly and reasonably apportioned among the benefited Lots using the following method:

The number of Equivalent Residential Units (ERUs) for a commercial Lot shall be calculated by dividing a commercial Lot's linear footage along the affected street by the average linear footage of the residential Lots directly across the affected street. The assessment for each Lot shall be calculated by multiplying a Lot's ERUs by the Base Rate. All residential properties shall have the equivalent of one (1) ERU.

The Board may make adjustments to the formula each Fiscal Year by resolution as necessary to reasonably and fairly apportion the cost of street lighting among benefited Lots. The Board may make a finding in the resolution to exclude any Lot that no longer receives a special benefit.

E. All special assessments as provided herein shall be assessed and collected by the uniform method adopted by the Escambia County Board of County Commissioners pursuant to Section 197.3632, Florida Statutes, as amended. All special assessments provided herein shall become a lien upon the land so assessed, prior in dignity to all other liens and assessments against said lands, save and except county taxes, and those liens and encumbrances of record prior to and on the effective date of this ordinance, until said assessments are paid.

F. The Tax Collector of Escambia County shall be entitled to receive a commission for the collection of non-ad valorem special assessments for street lighting as provided in Section 197.3632(2), Florida Statutes, as amended.

G. A certified copy of this Ordinance shall be indexed and recorded in the public records of Escambia County after filing with the Secretary of State.

Sec. 70-500.393. - APPEAL PROCESS.

A. Any Lot owner may contest the amount of non-ad valorem special assessment levied upon Lots located in the District by notifying the County Administrator or designee in writing that the owner's Lot has been erroneously assessed within thirty (30) days of receiving the non-ad valorem special assessment or any of the notices for payment of the annual installment.

B. The County Administrator or designee shall review the request and determine within a reasonable time based on the circumstances whether an error in assessment of the owner's Lot exists based on the information provided by the Lot owner and the information provided by the records of the Escambia County Property Appraiser's Office, or other records or information made available to the Board for preparation of the non-ad valorem special assessment roll. The County Administrator or designee shall be authorized to correct facial errors based on these information sources. The County Administrator or designee shall also be authorized to make any necessary adjustment to the amount of the Lot owner's non-ad valorem special assessment due and owing as a result of the identification error, with notice to the Board of County Commissioners.

C. In the event the County Administrator or designee finds the Lot owner has been correctly assessed, the County Administrator or designee shall notify the owner and advise the owner of his or her right to petition for review of the alleged assessment error by the Board of County Commissioners within thirty (30) days. The Petition for Assessment Review shall state the owner's name, a description of the real property, and the facts underlying the Lot owner's petition. The burden shall be on the Lot owner to demonstrate by competent and substantial evidence to the Board of County Commissioners the Lot has been erroneously assessed on the non-ad valorem special assessment roll.

D. At the next available meeting, the Board of County Commissioners shall either 1) direct the County Administrator or designee to adjust the assessment due and owing; or 2) advise the Lot owner the Board of county Commissioners finds no error in the assessment of the owner's Lot and the Lot owner may appeal the Board's decision to the circuit court within thirty (30) days.

E. The Board of County Commissioners may at its discretion create an independent board to review any Petition for Assessment Review filed. In addition, the Board is authorized to establish by resolution and collect at the time a petition is filed an administrative fee for processing of the petition. The Board of County Commissioners may also by resolution identify circumstances in which a refund of the administrative fee is available.

Section 3. SEVERABILITY. If any section, paragraph, sentence or clause of this Ordinance or the application thereof to any person or circumstance is held void, invalid, unlawful or unconstitutional by a court of competent jurisdiction, it is the intent of the Board that such section, invalidity, paragraph, sentence or clause shall be deemed a separate, distinct, independent and

severable and shall not otherwise affect application of this Ordinance which can be given effect without the invalid provision or application.

Section 4. INCLUSION IN THE CODE. It is the intent of the Board that the provisions of this Ordinance shall become and be made part of the Escambia County Code and the word "Ordinance" may be changed to section, article, or other appropriate word or phrase, and the sections of this Ordinance may be renumbered to accomplish such intention.

Section 5. EFFECTIVE DATE. This Ordinance shall become effective upon receipt of official acknowledgment of the Clerk of the Board of County Commissioners from the Department of State that this Ordinance has been filed with the Department of State

DONE AND ENACTED this ____ day of _____ 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 02-18-2020

(SEAL)

ENACTED:

FILED WITH DEPARTMENT OF STATE:

EFFECTIVE:

EXHIBIT A

Legal Descriptions:

LEGAL DESCRIPTION: (AS FURNISHED BY CLIENTS)

A PORTION OF LOTS 1, 2, 9 AND 10 OF A PLAN OF SUBDIVISON OF GOVERNMENT LOT 3, SECTION 2, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO PLAT OF SAID SUBDIVISION RECORDED IN DEED BOOK 64 AT PAGE 365 OF THE PUBLIC RECORDS OF SAID COUNTY, AND DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE GO SOUTH 71 DEGREES 30 MINUTES 21 SECONDS EAST ALONG THE SOUTH LINE OF SAID LOT 10 A DISTANCE OF 27.18 FEET TO A POINT OF INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF SAUFLEY PINES ROAD (APPARENT 50 FOOT RIGHT-OF-WAY) AND THE EAST RIGHT-OF-WAY LINE OF EAST FENCE ROAD (APPARENT 66 FOOT RIGHT-OF-WAY) AND THE POINT OF BEGINNING; THENCE DEPARTING SAID SOUTH LINE OF LOT 10 GO NORTH 03 DEGREES 14 MINUTES 49 SECONDS EAST ALONG THE EAST RIGHT-OF-WAY LINE OF SAID EAST FENCE ROAD A DISTANCE OF 1255.05 FEET TO THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE AND THE SOUTH RIGHT-OF-WAY LINE OF SAUFLEY FIELD ROAD (100 FOOT RIGHT-OF-WAY); THENCE GO SOUTH 87 DEGREES 03 MINUTES 50 SECONDS EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF OF SAUFLEY FIELD ROAD A DISTANCE OF 824.07 FEET; THENCE DEPARTING SAID SOUTH RIGHT-OF-WAY LINE GO SOUTH 02 DEGREES 56 MINUTES 56 SECONDS WEST A DISTANCE OF 366.28 FEET; THENCE GO SOUTH 87 DEGREES 03 MINUTES 50 SECONDS EAST A DISTANCE OF 254.08 FEET; THENCE GO SOUTH 02 DEGREES 56 MINUTES 10 SECONDS WEST A DISTANCE OF 243.82 FEET; THENCE GO NORTH 86 DEGREES 52 MINUTES 19 SECONDS WEST A DISTANCE OF 7.63 FEET; THENCE GO SOUTH 03 DEGREES 00 MINUTES 09 SECONDS WEST A DISTANCE OF 944.58 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF SAID SAUFLEY PINES ROAD; THENCE GO NORTH 71 DEGREES 30 MINUTES 21 SECONDS WEST A DISTANCE OF 1117.07 FEET TO THE POINT OF BEGINNING. CONTAINING 32.61 ACRES, MORE OR LESS.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17452 **Public Hearings 10.**
BCC Regular Meeting
Meeting Date: 05/07/2020
Issue: 5:35 p.m. Public Hearing - Vacation of a Utility and Drainage Easement located at 2318 Copter Road
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

5:35 p.m. Public Hearing for consideration of the Petition to Vacate a Utility and Drainage Easement, located at 2318 Copter Road, as petitioned by Henry Floyd Pruett, Jr., Trustee for the Henry Floyd, Jr. Revocable Living Trust.

Recommendation: That the Board take the following action concerning the Petition to Vacate a Utility and Drainage Easement located at 2318 Copter Road (0.13 acres, more or less), as petitioned by Henry Floyd Pruett, Jr., Trustee for the Henry Floyd, Jr. Revocable Living Trust:

A. Approve or deny the Petition to Vacate a Utility and Drainage Easement located at 2318 Copter Road (0.13 acres, more or less), as petitioned by Henry Floyd Pruett, Jr., Trustee for the Henry Floyd, Jr. Revocable Living Trust;

B. Accept the Hold/Harmless Agreement;

C. Adopt the Resolution to Vacate; and

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

The real property mentioned in this Petition to Vacate is located in Commission District 4.

BACKGROUND:

On May 17, 2002, Petitioner purchased property located at 2318 Copter Road. The Petitioner is presently in negotiations to sell the property and is requesting that the 20-foot wide Utility and Drainage Easement, dated September 1, 1981, be vacated.

In August of 1981, the Board of County Commissioners passed a Resolution to vacate a portion of First Street (66' ROW) lying south of Franklin Street and north of Washington Street, as per the plat of the Ferry Pass Heights Subdivision. It is noted in the legal description in that the 1981 vacation resolution that the County would reserve the west 20 feet for a utility and drainage easement. After the First Street vacation, the requested 20-foot wide Utility and Drainage Easement, dated September 1, 1981, was granted by Dr. Eugene G. Brunson and Tyra P. Brunson to Escambia County and was recorded in the Official Records Book 1577, Pages 244-245 of the Public Records of Escambia County, Florida.

Stormwater Management staff have indicated that drainage in the area crosses from Copter Road to Nine Mile Road through a wetland area approximately 282 feet west of the Petitioner's property.

There are no staff concerns regarding the Petition to Vacate the Utility and Drainage Easement.

Pensacola Energy has an active gas main and will need to reserve an easement in the vacation area.

BUDGETARY IMPACT:

Indirect staff costs associated with the preparation of documents and recommendation.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

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

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Upon Board approval of the Petition to Vacate, the necessary documents will be signed and delivered to the Petitioner or the Petitioner's agent, who will have them recorded in the public records and will have notices published.

Attachments

Hold Harmless_Copter Road
Resolution_Copter Road
Notice of Adoption_Copter Road
Certification & Mailing List_Copter Road
Aerial Map_Copter Rd.
Proof of Publication_Copter Road
Ferry Pass Heights Plat Map_Copter Rd.
First Street Vacation Resolution_Copter Rd.
Utility/Drainage Easement_Copter Rd.
Petition_Copter Road

HOLD/HARMLESS AGREEMENT

WHEREAS, Henry Floyd Pruett, Jr., Trustee for the Henry Floyd, Jr. Revocable Living Trust hereafter called "Petitioner(s)" has requested that the Board of County Commissioners of Escambia County, Florida, on behalf of Escambia County, vacate certain public road rights-of-way, alleyway, or other lands pursuant to the provisions of Section 336.09, Florida Statutes, and Vacation Policy - Section III(A) of the Board of County Commissioners; and

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

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

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

The west twenty (20) feet of the following described property:

That portion of First Street (66' R/W) lying South of Franklin Street and North of Washington Street, as per the plat of Ferry Pass Heights Subdivision recorded in Plat Book 1, Page 64 of Public Records of Escambia County, Florida; all lying and being in Section 16, Township 1 South, Range 30 West, Escambia County, Florida.

2. Petitioner(s), hereby covenant(s) and agree(s) that he has complied with all requirements of Chapter 336, Florida Statutes and Vacation Policy - Section

III(A) of the Board of County Commissioners in bringing this request before the County and in obtaining the County's agreement set forth above.

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

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

Executed in the presence of:

Witness

Print or type name

Witness

Print or type name

Petitioner(s)

Print or type name(s)

Date: March 2, 2020

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (___) online notarization, this 2nd day of March 2020, by Henry Floyd Prueth, Jr. who is personally known to me or has produced _____ as identification.

Notary Public

Print or type name

(Notary Seal must be affixed)

Notary Public State of Florida
Tammie D Striggles
My Commission GG 352338
Expires 07/14/2023

Commission Expires: 7/14/2023

Commission Number: GG 352338

RESOLUTION NUMBER R_____-_____

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

WHEREAS, Henry Floyd Pruett, Jr., Trustee for the Henry Floyd, Jr. Revocable Living Trust ha__s__ petitioned this Board to vacate, abandon, and close the following public rights-of-way, alleyway, or other lands and to renounce and disclaim the right of Escambia County, Florida and of the public, and;

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

The west twenty (20) feet of the following described property:

That portion of First Street (66' R/W) vacated in Official Records Book 1593, Page 589 of Escambia County, lying South of Franklin Street now known as East Nine Mile Road and North of Washington Street now known as Copter Road, as per the plat of Ferry Pass Heights Subdivision recorded in Plat Book 1, Page 64 of Public Records of Escambia County, Florida; all lying and being in Section 16, Township 1 South, Range 30 West, Escambia County, Florida.

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

WHEREAS, Petitioner(s), Henry Floyd Pruett, Jr., Trustee for the Henry Floyd, Jr. Revocable Living Trust, ha_s__ caused to be published on April 23, A.D., 20_20__, notice in a

newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 5:35 p.m. on May 7, 2020 _____ in the Board meeting room, Escambia County Governmental Complex, Pensacola, Florida; and

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

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

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

2. That the following described property acquired for public road rights-of-way, alleyway, or other public purposes is hereby vacated, abandoned, and closed; and any rights of the County and the public in and to the above described land is hereby surrendered, renounced and disclaimed; provided however, that the adoption and approval of this resolution by the Board of County Commissioners is conditioned on the described vacated area remaining subject to an easement in favor of:

Pensacola Energy has a gas main in the vacation area and requests an easement

The west twenty (20) feet of the following described property:

That portion of First Street (66' R/W) vacated in Official Records Book 1593, Page 589 of Escambia County, lying South of Franklin Street now known as East Nine Mile Road and North of Washington Street now known as Copter Road, as per the plat of Ferry Pass Heights Subdivision recorded in Plat Book 1, Page 64 of Public Records of Escambia County, Florida; all lying and being in Section 16, Township 1 South, Range 30 West, Escambia County, Florida.

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

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS

By_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By_____
Deputy Clerk

Adopted:_____

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

NOTICE IS HEREBY GIVEN that on May 7, A.D., 2020, in accordance with Sections 336.09 and 336.10, Florida Statutes and Vacation Policy - Section III(A) of the Board of County Commissioners Policy Manual, the Board of County Commissioners of Escambia County, Florida, adopted a resolution vacating, abandoning and closing use of that certain public road rights-of-way, alleyway, or other land in Escambia County, Florida, described as follows:

The west twenty (20) feet of the following described property:

That portion of First Street (66' R/W) vacated in Official Records Book 1593, Page 589 of Escambia County, lying South of Franklin Street now known as East Nine Mile Road and North of Washington Street now known as Copter Road, as per the plat of Ferry Pass Heights Subdivision recorded in Plat Book 1, Page 64 of Public Records of Escambia County, Florida; all lying and being in Section 16, Township 1 South, Range 30 West, Escambia County, Florida.

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

Dated this 7th day of May, A.D., 2020.

Board of County Commissioners
Escambia County, Florida

CERTIFICATION OF PROPERTY OWNERS
WITHIN 500 FEET

The undersigned petitioner(s), do___ hereby certify that the individuals whose names and addresses are attached, represent all of those individuals owning property which lies within 500 feet of the public road rights-of-way, alleyway, or other land which is subject to the Petition to Vacate, Abandon, and Close Certain Public Road Rights-of-Way, Alleyway or Other Lands, dated March 2, 2020.

Henry Floyd Pruett, Jr.
Petitioner(s)

STATE OF Florida

COUNTY OF Escambia

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (___) online notarization, this 2nd day of March 2020, by Henry Floyd Pruett, Jr., who is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal this 2nd day of March, A.D., 2020.

Tammie D Striggles
Notary Public

Notary Public State of Florida
Tammie D Striggles
My Commission GG 352338
Expires 07/14/2023

Tammie D. Striggles
Print or type name

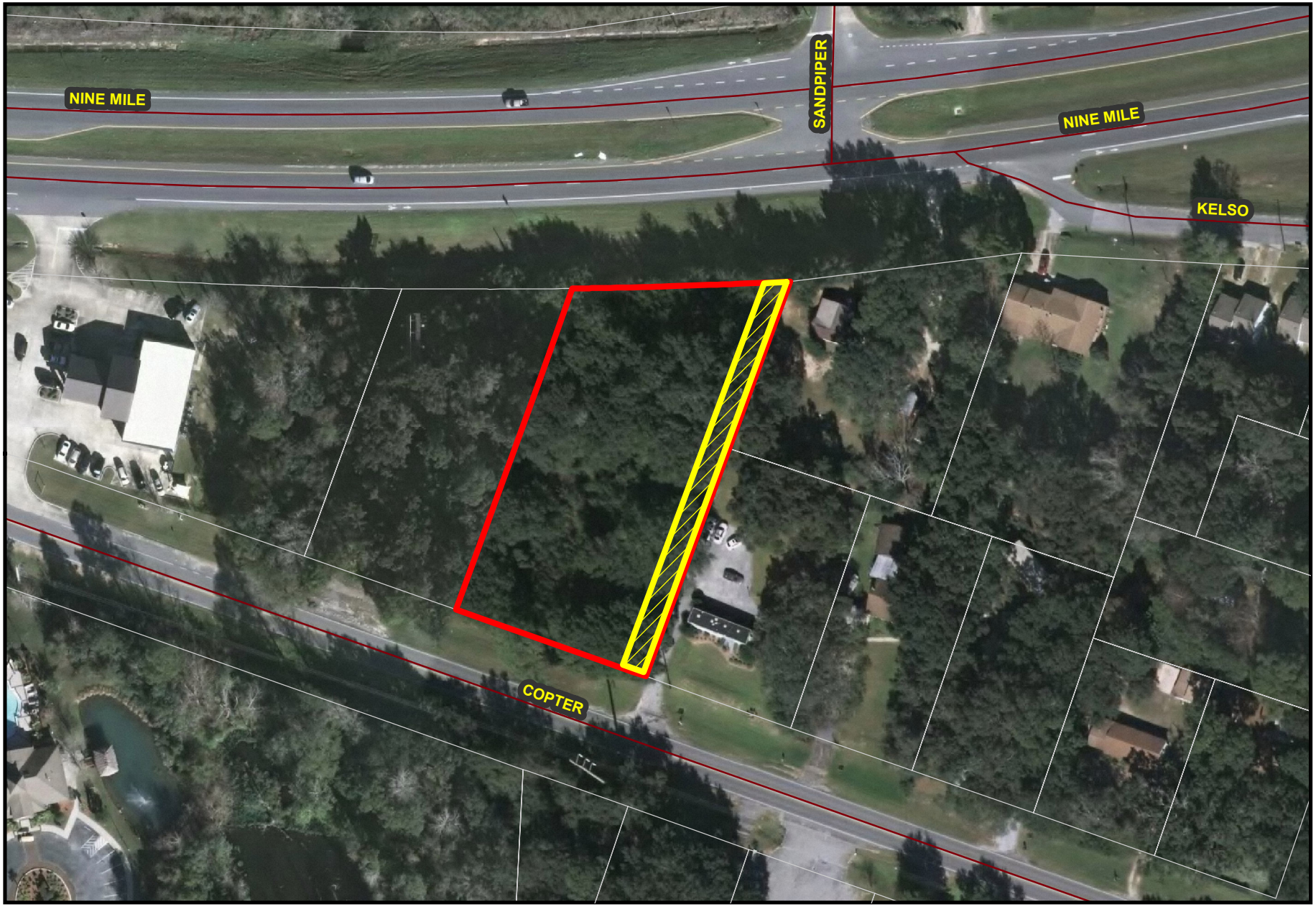
Commission Number: GG 352338

Commission Expires: 7/14/2023

2318 Copter Road - 500' Radius of Easement

Account	Refno	OName1	MailingAddr	Situs
13822500	041S300101011008	GODWIN JUDY D LIFE EST	2400 HENCYE DR+PENSACOLA, FL 32514	2400 HENCYE DR
13823250	041S300101012008	MONROE JOHN P JR	2406 HENCYE DR+PENSACOLA, FL 32514	2406 HENCYE DR
13832000	041S300101005009	DYAL KATHERINE A	9507 SANDPIPER ST+PENSACOLA, FL 32514	9507 SANDPIPER ST
13832100	041S300101001010	LIFE IS NINE LLC	4640 RIDGE POINTE DR+PACE, FL 32571	
13838000	041S300101004011	2420 EAST NINE MILE ROAD LLC	8225 FATHOM RD+PENSACOLA, FL 32514	2420 E NINE MILE RD
13839000	041S300101005011	STRICKLAND WANDA ROSE 1/2 INT	2410 E NINE MILE RD+PENSACOLA, FL 32514	2410 E NINE MILE RD
13840000	041S300101008011	GLEATON ERIC	102 E NINE MILE RD+PENSACOLA, FL 32534	2400 E NINE MILE RD
13841000	041S300101016011	THOMPSON MONA KAY	9280 BALD RIDGE RD+PENSACOLA, FL 32514	2400 BLK NINE MILE RD
13865000	041S300101001019	SANDPIPER INVESTMENTS OF PENSACOLA LLC	9389 HAMMAN AVE+PENSACOLA, FL 32514	2441 LATHAM RD
13866000	041S300101003019	SANDPIPER INVESTMENTS OF PENSACOLA LLC	9389 HAMMAN AVE+PENSACOLA, FL 32514	2435 KELSO RD A
13867000	041S300101005019	TSAO CHI PANG	4200 CHERRY LAUREL DR+PENSACOLA, FL 32504	2431 KELSO RD
13868000	041S300101008019	BAILEY KAREN B	437 E ZARRAGOSSA ST+PENSACOLA, FL 32501	2375 E NINE MILE RD
13870000	041S300101011019	BAILEY KAREN B	437 E ZARRAGOSSA ST+PENSACOLA, FL 32501	2322 COPTER RD
13871000	041S300101013019	MCDOWELL ELIZABETH &	2324 COPTER RD+PENSACOLA, FL 32514	2324 COPTER RD
13872000	041S300101015019	WALKER ANITA AS TRUSTEE	C/O LAURA R TINGLER+2326 COPTER RD+PENSACOLA, FL 32514	2326 COPTER RD
13873000	041S300101017019	FERRARO DON L	2410 COPTER RD+PENSACOLA, FL 32514	2410 COPTER RD
13874000	041S300101019019	FERRARO BILLIE SUE	2410 COPTER RD+PENSACOLA, FL 32514	9307 LATHAM ST
13875000	041S300101021019	HOLT RICHARD L	9309 LATHAM ST+PENSACOLA, FL 32514	9309 LATHAM ST
13876000	041S300101023019	ROBERTS BRITON T	9311 LATHAM ST+PENSACOLA, FL 32504	9311 LATHAM ST
13898000	041S300101001024	SJORDAL PAUL G	9215 LATHAM RD+PENSACOLA, FL 32514	9215 LATHAM RD
13899000	041S300101003024	SJORDAL PAUL G	9215 LATHAM RD+PENSACOLA, FL 32514	2409 COPTER RD
13900000	041S300101004024	TSAO CHI PANG	4200 CHERRY LAUREL DR+PENSACOLA, FL 32504	2407 E COPTER RD
13901000	041S300101006024	LUKERS DANIEL N &	2325 COPTER RD+PENSACOLA, FL 32514	2325 COPTER RD
13902000	041S300101007024	HARRIS MARTHA L	721 BARKSDALE ST+PENSACOLA, FL 32514	2323 COPTER RD
13903000	041S300101009024	FALBO ZACHARY	731 BEECHWOOD DR+PENSACOLA, FL 32514	2321 COPTER RD
13904000	041S300101011024	HALLMARK WATERS EDGE LLC	STE A 250+3111 PACES MILL RD+ATLANTA, GA 30339	2300 BLK COPTER RD
13904500	041S300101012024	BRAY KENNETH W	2424 LARKIN ST+PENSACOLA, FL 32514	2400 BLK LARKIN ST
13905000	041S300101014024	BRAY KENNETH W	2424 LARKIN ST+PENSACOLA, FL 32514	2424 LARKIN ST
13906000	041S300101018024	RAVEY RAYMOND E	2420 LARKIN ST+PENSACOLA, FL 32514	2420 LARKIN ST
13907000	041S300101020024	HILL KATIE	9205 LATHAM ST+PENSACOLA, FL 32514	9205 LATHAM ST
13909000	041S300101007025	GEORGE VALERIE NICOLE	2411 LARKIN ST+PENSACOLA, FL 32514	2411 LARKIN ST
13980100	051S300701001003	LIFE IS NINE LLC	4640 RIDGE POINTE DR+PACE, FL 32571	NINE MILE RD
13985000	051S300705000000	PEACOCK DAVID C	2370 HENCYE DR+PENSACOLA, FL 32514	2370 HENCYE DR
21816000	141S301101000010	BRUNSON JAMES ANTHONY	9201 BRUNSON ROAD+PENSACOLA, FL 32514	2300 BLK GLORIA CIR
21816100	141S301101001010	BROOKS PAUL D DPM PA	2201 E NINE MILE ROAD+PENSACOLA, FL 32514	2201 E NINE MILE RD
21819000	141S301101004010	BROWN CLARISSA MATEO 1/3 INT	1580 W DETROIT BLVD+PENSACOLA, FL 32534	2312 COPTER RD
21827770	141S301101017010	PRUETT HENRY FLOYD JR TRUSTEE FOR	9611 YARROW CIR+PENSACOLA, FL 32514	
21830000	141S301201000000	HALLMARK WATERS EDGE LLC	STE A 250+3111 PACES MILL RD+ATLANTA, GA 30339	2220 GLORIA CIR

PROPOSED VACATION OF A DRAINAGE/UTILITY EASEMENT LOCATED AT 2318 COPTER ROAD
Petitioner: Henry Floyd Pruett, Jr.



ESCAMBIA COUNTY
ENGINEERING DEPARTMENT

MLW 1/29/2020 DISTRICT 4

2016
Aerial Photo

Petitioner's Property

Drainage/Utility Easement to be Vacated

Escambia
Sun Press
PUBLISHED WEEKLY SINCE 1948
(Warrington) Pensacola, Escambia County, Florida

STATE OF FLORIDA
County of Escambia

Before the undersigned authority personally appeared Michael P. Driver who is personally known to me and who on oath says that he is Publisher of The Escambia Sun Press, a weekly newspaper published at (Warrington) Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a NOTICE **in the matter of** HEARING TO VACATE
05-07-2020 - PORTION OF FIRST STREET
in the _____ **Court was published in said newspaper in the issues of**
APRIL 23, 2020

Affiant further says that the said Escambia Sun-Press is a newspaper published at (Warrington) Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida each week and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Michael P. Driver
PUBLISHER

Sworn to and subscribed before me this 23RD **day of** APRIL **A.D.,** 2020

Paula D. Turner
PAULA D. TURNER
NOTARY PUBLIC

PAULA D. TURNER
Notary Public - State of Florida
Commission #FF 999700
My Commission Expires
August 24, 2020

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

TO WHOM IT MAY CONCERN:

Notice is hereby given that a public hearing will be held on May 7, A.D., 2020, at 5:35 p.m., in the Board of County Commissioner's meeting room, on the 1st floor of the Ernie Lee Magaha Government Building, Room 100, 221 Palafox Place, Pensacola, Florida, to consider the feasibility of vacating, closing, and abandoning the following described public road rights-of-way, alleyway or other land dedicated for public use:

The west twenty (20) feet of the following described property:

That portion of First Street (66' R/W) vacated in Official Records Book 1593, Page 589 of Escambia County, lying South of Franklin Street now known as East Nine Mile Road and North of Washington Street now known as Copter Road, as per the plat of Ferry Pass Heights Subdivision recorded in Plat Book 1, Page 64 of Public Records of Escambia County, Florida; all lying and being in Section 16, Township 1 South, Range 30 West, Escambia County, Florida.

Board of County Commissioners
Escambia County, Florida

A copy of the agenda for these meetings containing specific items to be considered in the order of presentation may be obtained from the County Administrator's Office, Room 420, Ernie Lee Magaha Government Building, 221 Palafox Place at Government Street. Persons who need an accommodation, pursuant to the American Disabilities Act, in order to attend or participate in the above meetings, should contact Ms. Shamara Jernigan at 595-4900 at least 72 hours in advance of the meeting.

Any person who decides to appeal any decision made by any board, agency or commission with respect to any matter considered at its meeting or hearing, will need a record of the proceedings of the meeting. Since the Board of County Commissioners does not make verbatim records of its meeting, such person may need to independently secure a record which should include the testimony or evidence on which the appeal is to be based on.

oaw-1w-04-23-2020

PB 1 PG 64

Map of

"FERRY-PASS HEIGHTS"

A subdivision of fractional Section 4, that portion of the North 1758 feet of Lot 2 Section 16 lying West of the Old Ferry-Pass Road and that portion of Section 15 (also known as the Jos. Noriega Grant) as shown subdivided, lying West of a line parallel to the Western line of said Section 15 and 1347.2½ therefrom excepting the portions marked sold. All being in Township 1 South Range 30 West ESCAMBIA COUNTY FLORIDA.

Permanent Reference Monuments (P.R.M.s) are indicated (□)

Distances given in feet inches and tenths of a foot.

Scale 1" = 200'

Survey by
Stephen Lee.
Land Surveyor Reg. No 94

Pensacola, Fla
Nov. 26th 1940

DEDICATION by OWNERS:—

KNOW All Men By These Presents that PENINSULAR-Lurton Co, a corporation under the laws of the State of Florida, owner of the within described property does hereby certify that the subdivision of the same is its free and voluntary act and that all streets thereon shown are hereby dedicated to the public.

In witness whereof the said corporation does hereby execute this dedication by causing its name to be signed hereto by its President and its corporate seal affixed hereto by its Secretary, all by and with the authority of its Board of Directors, on this the 26th day of November A. D. 1940

PENINSULAR-LURTON COMPANY, A CORPORATION.
By H A Lurton
President

Attest W S Lurton
Secretary

ACKNOWLEDGEMENT:—

State of Florida
County of Escambia

Personally before the subscriber, a Notary Public, appeared H. A. Lurton and W. S. Lurton known to me to be the President and Secretary respectively of Peninsular-Lurton Company the corporation described in and which executed the foregoing dedication and acknowledged and declared that they executed the same as such President and Secretary for and on behalf of Peninsular-Lurton Company, a corporation, with its authority and for and as its act and deed, by and with authority of its Board of Directors, and for the uses and purposes therein set forth.

Witness my hand and official seal on this the 26th day of November, A. D. 1940

Bonnie M. Bragg
Notary Public.
My commission expires Oct. 4, 1942

CERTIFICATE of BOARD of COUNTY COMMISSIONERS:—

We, H A Brosnaham Frank L. Parise J. N. Rouscher E. B Creighton and T. C. McCoy Commissioners of Escambia Co Fla. do hereby certify that we have examined this map or plat and that we hereby approve the same as being in compliance with the provisions of Chapter 10275 the Laws of the State of Florida.

Given under our hands and the seal of Escambia County Florida this 26 day of November A. D. 1940.

H A Brosnaham
F L Parise
John N Rouscher
E B Creighton
T C McCoy

CERTIFICATE of CLERK of CIRCUIT COURT:—

I, Langley Bell, Clerk of the Circuit Court of Escambia County Florida do hereby certify that I have examined this map or plat, and that it does comply with all requirements of said Laws of Florida and that I have this day filed same for record in Plat Book One Page 64 Records of Escambia County, Florida.

Witness my hand and the seal of said Circuit Court this 26 day of November A. D. 1940

Langley Bell
Clerk of Circuit Court
Escambia County Florida

I certify that I have surveyed the above described property as shown hereon and have found the boundaries to conform to the description in the title and that the P.R.M.s have been placed as shown hereon and are in accordance with chapter 10275 the Laws of the State of Florida.

Pensacola, Fla.
Nov 26th 1940

Stephen Lee
Land Surveyor Reg. No 94

16

The Pensacola Journal

PUBLISHED DAILY EXCEPT SUNDAY

PENSACOLA, ESCAMBIA COUNTY, FLORIDA

State of Florida,
County of Escambia.

Before the undersigned authority personally appeared Mary Elizabeth Rost

who on oath says that she is Legal Advertising Supervisor

of The Pensacola Journal, a daily (except Sunday) newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a Notice in the matter of Public Hearing

in the Court,

was published in said newspaper in the issues of August 18, 1981

Affiant further say that the said The Pensacola Journal is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, each day except Sunday, and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

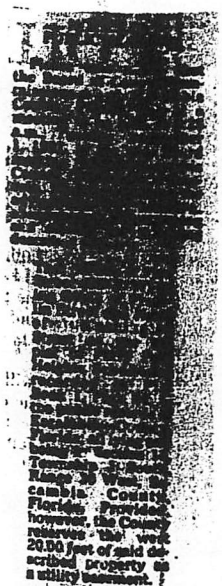
Mary Elizabeth Rost

Sworn to and subscribed before me this 21st day of September, A.D., 1981.

Betty J. Penton
NOTARY PUBLIC.

MY COMMISSION EXPIRES OCT. 16, 1983

[illegible] Range 30 West, Escambia County, Florida. Provided, however, the County reserves the west 20.00 feet of said described property as a utility easement.



and the advisability of renouncing and disclaiming any right of the County and the public in and to the above described land.

Any person interested may appear and be heard at the time and place stated above. If you decide to appeal any decision made at the public hearing, you will need a record of the proceedings. You may need to ensure that a verbatim record of the proceedings is made for such purpose.

ESCAMBIA COUNTY FLORIDA
BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS

By: Marvin Beck
Chairman

ATTEST:
JOE A. FLOWERS
COMPTROLLER

By: C. B. McAllister, Jr.
Deputy Clerk

(SEAL)

LEGAL NO. 22750 1-T
AUG. 18, 1981

RESOLUTION OF BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CLOSING AND ABANDONING CERTAIN PROPERTY ACQUIRED FOR ROAD RIGHT-OF-WAY PURPOSES AND RENOUNCING AND DISCLAIMING ANY RIGHT OF THE COUNTY AND THE PUBLIC IN AND TO SUCH LAND.

WHEREAS, the Board of County Commissioners of Escambia County, Florida, upon its own motion has determined it to be in the best interests of Escambia County to adopt a resolution vacating, abandoning, discontinuing and closing the following described property acquired for road right-of-way purposes:

That portion of First Street (66' R/W) lying South of Franklin Street and North of Washington Street, as per the plat of Ferry Pass Heights Subdivision recorded in Plat Book 1, Page 64, of the public records of Escambia County, Florida; all lying and being in Section 16, Township 1 South, Range 30 West, Escambia County, Florida. Provided, however, the County reserves the west 20.00 feet of said described property as a utility and drainage easement.

and renouncing and disclaiming any right of the County and the public in and to the above-described land.

WHEREAS, said motion has been spread upon the minutes of the Board of County Commissioners of Escambia County, Florida; and

WHEREAS, the Board of County Commissioners of Escambia County, Florida, on September 22, 1981, published notice in The Pensacola Journal, a newspaper of general circulation in Escambia County, Florida, of the filing of said petition and that a public hearing thereon would be held at 9:25 a.m., on Tuesday, September 1, 1981, in the Board meeting room, Third Floor, Escambia County Courthouse, Pensacola, Florida; and

WHEREAS, the public hearing has been duly held; and

WHEREAS, the vacating, abandoning, discontinuing, and closing of said property acquired for road right-of-way purposes and the renouncing and disclaiming of any right of the County and the public in and to said land will not materially interfere with the County road system and will not deprive any person of any reasonable means of ingress and egress to such person's property;

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

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

Section 2. That the following described property acquired for road right-of-way purposes is hereby vacated, abandoned, discontinued and closed:

Prepared by: JJH
Date: 8/26/81

That portion of First Street (66' R/W) lying South of Franklin Street and North of Washington Street, as per the plat of Ferry Pass Heights Subdivision recorded in Plat Book 1, Page 64, of the public records of Escambia County, Florida; all lying and being in Section 16, Township 1 South, Range 30 West, Escambia County, Florida. Provided, however, the County reserves the west 20.00 feet of said described property as a utility and drainage easement.

and any right of the County and the public in and to the above-described land is hereby renounced and disclaimed.

SECTION 3. That this resolution shall be spread upon the minutes of the Board of County Commissioners of Escambia County, Florida, and notice of its adoption shall be published one time within the thirty days hereafter in The Pensacola Journal, a newspaper of general circulation in Escambia County, Florida.

ESCAMBIA COUNTY, FLORIDA
BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

ATTEST: JOE A. FLOWERS
COMPTROLLER

By: C. B. McAllister, Jr.
Deputy Clerk

(SEAL)

ADOPTED: September 1, 1981

Prepared By: JJH
Date: 8/26/81

STATE OF FLORIDA

COUNTY OF ESCAMBIA

I, JOE A. FLOWERS, COMPTROLLER, and ex-officio Clerk to the Board of County Commissioners in and for the County and State aforesaid, do hereby certify that the above and foregoing is a true and correct copy of a resolution as the same was duly adopted and passed at a regular meeting of the Board on the 1st day of September, 1981, and as the same appears on record in my office.

IN WITNESS WHEREOF, I hereunto set my hand and official seal this 8th day of September, 1981.

JOE A. FLOWERS, COMPTROLLER
AND EX-OFFICIO CLERK TO THE
BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By C. B. McAllister, Jr.
Deputy Clerk

(S E A L)

The Pensacola Journal

PUBLISHED DAILY EXCEPT SUNDAY

PENSACOLA, ESCAMBIA COUNTY, FLORIDA

State of Florida,
County of Escambia.

Before the undersigned authority personally appeared

Mary Elizabeth Rost

who on oath says that she is Legal Advertising Supervisor

of The Pensacola Journal, a daily (except Sunday) newspaper published at Pensacola in Escambia County, Florida; that the attached copy of advertisement, being a Notice in the matter of

Adoption of Resolution

in the Court,

was published in said newspaper in the issues of

Sept. 11, 1981

Affiant further say that the said The Pensacola Journal is a newspaper published at Pensacola, in said Escambia County, Florida, and that the said newspaper has heretofore been continuously published in said Escambia County, Florida, each day except Sunday, and has been entered as second class mail matter at the post office in Pensacola, in said Escambia County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisement; and affiant further says that he has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Mary Elizabeth Rost

Sworn to and subscribed before me this 18th day of Sept., A.D., 19 81.

Kelly J. Penton

NOTARY PUBLIC.

MY COMMISSION EXPIRES OCT. 15, 1983

NOTICE OF ADOPTION OF RESOLUTION

PLEASE TAKE NOTICE that [redacted] and [redacted] adopted on [redacted] by [redacted] Florida, [redacted] and claim the following described property:

That portion of First Street (66' R/W) lying South of the South line of Block 13, Bayou Heights Subdivision recorded in Plat Book 1, Page 84, of the public records of Escambia County, Florida, all lying and being in Section 16, Township 1 South, Range 30 West, Escambia County, Florida. Provided, however, the County reserves the first 22.00 feet of said described property as a utility and drainage easement.

And renounced and disclaimed any right of way of the County and the public in and to the above described land.

DATED this 8th day of September, 1981.

ESCAMBIA COUNTY, FLORIDA BY AND THROUGH ITS BOARD OF COUNTY COMMISSIONERS

By: Zearl Lancaster
Chairman

ATTEST:

JOE A. FLOWERS
COMPTROLLER

By: C. B. McAllister, Jr.
Deputy Clerk

(SEAL)

LEGAL NO. 22818 1-T
SEPT. 11, 1981

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON

NOV 16 8 41 AM '81

IN BOOK & PAGE AS SHOWN ABOVE
JOE A. FLOWERS, COMPTROLLER
ESCAMBIA COUNTY

113232

UTILITY AND DRAINAGE EASEMENT

STATE OF FLORIDA)
)
COUNTY OF ESCAMBIA)

THIS AGREEMENT, made and entered into this the 1st day of September, 1981, between Escambia County, a political subdivision of the State of Florida, hereinafter referred to as Party of the First Part, and Dr. Eugene G. Brunson and Tyra P. Brunson, as Party(ies) of the Second Part,

WITNESSETH:

THAT WHEREAS, the Party of the First Part desires to retain a utility and drainage easement for the purposes of installing, constructing, expanding, maintaining and repairing utility and drainage equipment and facilities over and across real property located in Section 16, Township 1 South, Range 30 West, Escambia County, Florida; and

WHEREAS, the Party(ies) of the Second Part is(are) the owner(s) of the hereinafter described real property over, across and upon which the Party of the First Part proposes to use and maintain as a utility and drainage easement;

NOW, THEREFORE, it is hereby agreed as follows:

The Party(ies) of the Second Part do(es) hereby bargain, sell, convey, transfer, and deliver unto the Party of the First Part a permanent easement and right-of-way for the purpose of using and or maintaining a utility and drainage easement and the right of ingress and egress over and across the hereinafter described property upon which the said way is to be located for the purpose of installing, constructing, expanding, maintaining, and repairing utility and drainage equipment and facilities and any structures located thereon over the following described property, to-wit:

> The west twenty (20) feet of the following described property:
>
> That portion of First Street (66' R/W) lying South of Franklin Street and North of Washington Street, as per the plat of Ferry Pass Heights Subdivision recorded in Plat Book 1, Page 64, of the public records of Escambia County, Florida; all lying and being in Section 16, Township 1 South, Range 30 West, Escambia County, Florida.

TO HAVE AND TO HOLD said easement and right-of-way unto Escambia County, Florida, and its successors and assigns, forever.

The Party(ies) of the Second Part do(es) hereby covenant with the Party of the First Part that they is(are) lawfully seized and possessed of the real estate above described, that they has(have) a good and lawful right to convey the same, or any part thereof, and that it is free from all encumbrances.

IN WITNESS WHEREOF, the Party(ies) hereto has(have) hereunto set their hand and seal(s) the date first above written.

Signed sealed and delivered in the presence of:

Dr. Eugene G. Brunson (SEAL)
Dr. Eugene G. Brunson

Tyra P. Brunson (SEAL)
Tyra P. Brunson

Notary Public
My Commission Expires:

ACCEPTED on behalf of Escambia County on this the 1st day of September, 1981.

ESCAMBIA COUNTY, FLORIDA
BY AND THROUGH ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

ATTEST: JOE A. FLOWERS
COMPTROLLER

By: C. B. McAllister
Deputy Clerk

(SEAL)

THIS INSTRUMENT PREPARED BY:

Jan J. Hevier
Assistant Escambia County Attorney
28 West Government Street
Pensacola, Florida 32501
Telephone (904) 436-5450

FILED & RECORDED IN THE PUBLIC RECORDS OF ESCAMBIA CO. FLA. ON
SEP 14 3 07 PM '81
IN BOOK & PAGE NUMBER ABOVE
JOE A. FLOWERS, COMPTROLLER
ESCAMBIA COUNTY

81 037

Prepared by: JJH
Date: 8/26/81

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

Petitioner(s), hereby file this petition with the Board of County Commissioners of Escambia County, Florida, to vacate, abandon, close and disclaim any right of the County and the public in and to certain land delineated as a

A utility and drainage easement located on Petitioner's property located at 2318 Copter Road. Dated September 1, 1981. Recorded in Official Records Book 1577, Page 244 of Escambia County, FL.

in Escambia County, Florida, a copy of map thereto being attached hereto as Exhibit "A", and further states as follows:

1. That the Petitioner(s), Henry Floyd Pruett, Jr., Trustee for the Henry Floyd, Jr. Revocable Living Trust presently xx own(s)_____do/does not own an interest in the real property, which adjoins said public road right-of-way, alleyway, or other land. Said public road rights-of-way, alleyway, or other land being more particularly described as follows:

The west twenty (20) feet of the following described property:

That portion of First Street (66' R/W) vacated in Official Records Book 1593, Page 589 of Escambia County, lying South of Franklin Street now known as East Nine Mile Road and North of Washington Street now known as Copter Road, as per the plat of Ferry Pass Heights Subdivision recorded in Plat Book 1, Page 64 of Public Records of Escambia County, Florida; all lying and being in Section 16, Township 1 South, Range 30 West, Escambia County, Florida.

2. That the Petitioner(s), Henry Floyd Pruett, Jr., Trustee for the Henry Floyd, Jr. Revocable Living Trust desire(s) that the Board of County Commissioners surrender, renounce and disclaim any right of the County and the public in and to that portion of the public road rights-of-

way, alleyway, or other land described above and lying and being in Section(s) 16 Township 1 Range 30 West and recorded in Plat Book 1, Page 64 of the public records of Escambia County, Florida.

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

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

Petitioner acknowledges that:

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

Henry Floyd Pruett, Jr., Trustee for the Henry Floyd, Jr. Revocable Living Trust
Petitioner(s) Name

10100 Hillview Dr, #3004
Street Address

Pensacola FL
City State

850-982-1057 or 516-1157 (wife, Donna)
Phone Number

Agent's Name

Agent's Phone Number

January 23, 2020
Date:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17630 **Public Hearings 11.**
BCC Regular Meeting
Meeting Date: 05/07/2020
Issue: 5:37 p.m. - Public Hearing Concerning the Repeal and Replacement of Chapter 14 of the Escambia County Code of Ordinances
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

5:37 p.m. Public Hearing Concerning the Repeal and Replacement of Chapter 14 of the Escambia County Code of Ordinances, entitled "Buildings and Building Regulations".

Recommendation: That the Board take the following action:

A. Ratify the scheduling and advertising of this May 7, 2020, public hearing at 5:37 p.m., which was previously scheduled for 9:01 a.m., on April 14, 2020; and

B. Review and adopt an Ordinance repealing and replacing in its entirety Chapter 14 of the Escambia County Code of Ordinances, entitled "Buildings and Building Regulations" providing for severability, inclusion in the code, and an effective date which is in the best interest of the County and its citizens.

BACKGROUND:

This proposed repeal and replacement of the Escambia County Code of Ordinances Chapter 14 entitled "Buildings and Building Regulations" will bring current the previously adopted Chapter 14 which is in the best interest of the County and its citizens. The previously adopted Chapter 14 contains items that are now obsolete within the Florida Building Code. Code references in the current Chapter 14 are no longer in effect, including but not limited to, the local wind speed map designations, permitting exemptions, and annual permitting allowances. The Building Officials Association of Florida provides a model Administrative Code for the 6th Edition (2017) Florida Building Code that most jurisdictions within Florida adapt to meet their local requirements and adopt.

Building Services has taken this model Administrative Code and inserted our local requirements for review as a proposed repeal and replacement to the current Escambia County Code of Ordinances Chapter 14.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The attached Ordinance has been reviewed by Kia Johnson, Assistant County Attorney.

PERSONNEL:

No additional personnel are required for the implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

The proposed Ordinance is consistent with the Board's goal " to ensure the health, safety, and welfare of the citizens of Escambia County."

IMPLEMENTATION/COORDINATION:

This Ordinance, repealing and replacing Chapter 14, will be filed with the Department of State following adoption by the Board.

Implementation of this Ordinance will consist of the repeal and replacement of Chapter 14 and distribution of a copy of the adopted Ordinance to interested citizens and staff.

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

Attachments

Highlights Of Proposed Ordinance
Draft Copy of Ordinance
Clean Copy of Ordinance

Escambia County Code of Ordinances Chapter 14 Repeal and Replacement Highlights

The Building Officials Association of Florida provides a model Administrative Code for the 6th Edition (2017) Florida Building Code that most jurisdictions within Florida adapt to meet their local requirements and adopt. Building Services has taken this model Administrative Code and inserted our local requirements for your review as a proposed repeal and replacement to the current Escambia County Code of Ordinances Chapter 14. Some highlights to the proposed ordinance are as follows:

- Page 5: The model contains the exact highlighted wording except Building Services has removed the reference to floating structures. There is an exemption for floating structures later on in the proposed ordinance.
- Page 8: Sets forth that the Building Services Department and the Building Official shall have an advisory board (currently the Escambia County Contractor Competency Board) and that the Board of County Commissioners may adopt rules to grant certain exemptions from permitting.
- Page 14: Implements and defines the requirements for Annual Facility Permits to be used in lieu of standard individual permits. This is only for Division 2 contractors that meet certain guidelines and for certain project types as defined within the eligible scope of work as approved by the Contractor Competency Board and/or Board of Electrical Examiners on existing systems and/or facilities.
- Page 15: Defines exemptions from permit requirements, including but not limited to, portable storage, fences less than 10 feet in height, floating structures, light fixtures and receptacles, and dishwasher changeouts. Approvals from other Escambia County Departments may be required.
- Page 29: Defines the Wind Speed Map designations and the requirements for each area.
- Page 31: Provides that contractors who build the same exact structure at different locations to provide a master plan instead of submitting individual plans for each project.
- Page 44: Allows for the Building Official to accept inspection affidavits from independent inspectors and/or recognized inspection services.
- Page 50: Allows for the Building Official to accept inspection affidavits from Architects and Engineers.

  (Affidavits mentioned on Page 44 and 50 are used to certify compliance of work that was done without permitting, already covered, and unable to be inspected by Building Services.)

ORDINANCE 2020-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 14 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, ENTITLED "BUILDINGS AND BUILDING REGULATIONS;" PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County finds that repealing and replacing in its entirety Chapter 14 of the Escambia County Code of Ordinances, entitled "Buildings and Building Regulations," is in the best interest of the County and its citizens;

WHEREAS, the Board of County Commissioners further finds that the proposed repeal and replace serves as an important public purpose;

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

Section 1. That Chapter 14 of the Escambia County Code of Ordinances is hereby repealed and replaced to read as follows:

Chapter 14 - BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. GENERAL

Secs. 14-1—14-25. Reserved.

ARTICLE II. BUILDING CODE

Sec. 14-26. Adoption.

The Florida Building Code is hereby deemed adopted pursuant to the latest Florida Statutes Chapter 553 and incorporated fully as if set out at length herein.

Sec. 14-27. Escambia County amendments to chapter 1 of the Florida Building Code.

The Florida Building Code adopted in Section 14-26 is hereby amended as set forth in Article III through Article XIX.

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ARTICLE III. ADMINISTRATION

Sec. 14-28. Title.

(a) These Escambia County regulations, along with the current edition of the Florida Building Code as implemented by the State of Florida shall hereinafter be referred to as "this code."

(b) The Director of the Escambia County Building Services Department shall hereinafter be referred to as the "Building Official."

(c) The Building Official may delegate duties and responsibilities to properly licensed personnel as needed.

Sec. 14-29. Scope.

(a) The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of buildings or structures or any appurtenances connected or attached to such buildings or structures.

(b) Exception: Detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height, shall comply with the Florida Building Code, Residential.

(c) Florida Building Code, Residential construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.

Sec. 14-30. Intent.

The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

Sec. 14-31. Quality control.

Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

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Sec. 14-32. Warranty and liability.

The permitting, plan review or inspection of any building, system or plan by the Escambia County Building Services Department, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. Escambia County or its employees shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

Sec. 14-33. Referenced codes.

Other codes listed in Secs. 14-34 through 14-42 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

Sec. 14-34. Gas.

The provisions of the Florida Building Code, Fuel Gas shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

Sec. 14-35. Mechanical.

The provisions of the Florida Building Code, Mechanical shall apply to the installation, alteration, repair and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

Sec. 14-36. Plumbing.

The provisions of the Florida Building Code, Plumbing shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

Sec. 14-37. Property maintenance.

Reserved.

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Sec. 14-38. Fire prevention.

For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling, or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

Sec. 14-39. Energy.

The provisions of the Florida Building Code, Energy Conservation, shall apply to all matters governing the design and construction of buildings for energy efficiency.

Sec. 14-40. Existing buildings.

The provisions of the Florida Existing Building Code shall apply to matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

Sec. 14-41. Accessibility.

For provisions related to accessibility, refer to the Florida Building Code, Accessibility.

Sec. 14-42. Manufactured buildings.

For additional administrative and special code requirements, see Section 458, Florida Building Code and Rule 61-41, Florida Administrative Code.

ARTICLE IV. APPLICABILITY

Sec. 14-43. General.

(a) Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

(b) The Florida Building Code does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair

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or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the Florida Building Code. Additionally, a local code enforcement agency may not administer or enforce the Florida Building Code, Building, to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

Sec. 14-44. Building.

The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the Florida Building Code, Existing Building. The following buildings, structures and facilities, except for those located in a Special Flood Hazard Area are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

(a) Building and structures specifically regulated and preempted by the federal government.

(b) Railroads and ancillary facilities associated with the railroad.

(c) Nonresidential farm buildings on farms. Application for exemption must be completed and approved.

(d) Temporary buildings or sheds used exclusively for construction purposes.

(e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Section 553.501-553.513, Florida Statutes, as amended) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.

(f) Those structures or facilities of electric utilities, as defined in Section 366.02, Florida Statutes, as amended, which are directly involved in the generation, transmission, or distribution of electricity.

(g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.

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(h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(i) Family mausoleums not exceeding 250 square feet (23 m^2) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k) A building or structure having less than 1,000 square feet (93 m^2) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure: (1) is not rented or leased or used as a principal residence; (2) is not located within the 100-year floodplain according to the Federal Emergency Management Agency’s current Flood Insurance Rate Map; and (3) is not connected to an off-site electric power or water supply.

Sec. 14-45. Additional requirements.

In addition to the requirements of Section 553.79 and 553.80, Florida Statutes, as amended, facilities subject to the provisions of Chapter 395, Florida Statutes, as amended, and Part II of Chapter 400, Florida Statutes, as amended, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, Florida Statutes, as amended, and Part II of Chapter 400, Florida Statutes, as amended, and the certification requirements of the federal government.

Sec. 14-46. Moved buildings.

Moved buildings shall comply with the current edition of the Florida Building Code, Existing Building and this code. A building or part of any building shall not be moved through or across any sidewalk, street, alley or highway or from one foundation to another on the same lot within the county without first obtaining a permit from the Building Official.

Sec. 14-47. Application to move building.

A written application shall be filed with the Building Official by any person desiring to move a building setting forth the following information:

(1) Type and kind of building to be moved.

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(2) Market value of the building.

(3) Overall dimensions of the building including, length, height and width.

(4) Present location as well as proposed new location by subdivision, parcel ID and address.

(5) Date and approximate time such building will be upon the streets and contemplated route that will be taken from the present location to the new location.

(6) List of all roads and streets to be traversed and, if travel is over a state-owned right-of-way, provide a copy of state department of transportation approved permit.

Sec. 14-48. Compliance of moved buildings.

Buildings or structures moved into or within Escambia County, Florida shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and is determined by a licensed Engineer to have no substantial structural damage as defined in the Florida Building Code, Existing Building.

2. The occupancy use classification for the building or structure is not changed as a result of the move;

3. The building is not substantially remodeled;

4. Current fire code requirements for ingress and egress are met;

5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and

6. Foundation plans are sealed by a professional engineer or architect licensed to practice in the State of Florida.

The Building Official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

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Sec. 14-49. Required notice.

The permit applicant shall provide written proof to the Building Official that the applicant has:

(1) Notified all fire departments through whose areas the building is to be moved.

(2) Notified all utility companies.

(3) Notified the county engineer.

(4) Notified Escambia County Sheriff's Department.

(5) Notified all other affected property owners that a building or structure is to be moved.

Sec. 14-50. Content of notice.

Notice shall be given to the responsible person for each activity listed and as a minimum shall include the dimensions of the building or structure, the time of departure, the route to be traveled, and estimated time of completion. Any lines, poles, trees, fences or other obstruction which must be moved shall not be moved until agreement is reached with the owner or responsible party as to how it is to be done.

Sec. 14-51. Permits required.

Application for the moving permit shall be accompanied by an application for a building permit, accompanied by complete plans and specifications showing the changes or conditions of such house, building, or structure as such house, building or structure is proposed to be when moving and all contemplated improvements, signed by the owner or the owner's agent.

Sec. 14-52. Jurisdiction of state agencies.

This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

Sec. 14-53. Advisory board exemptions from the Florida Building Code.

(a) The Escambia County Building Services Department and the Building Official shall have an advisory board, the composition of which shall be determined by Article XV of this code.

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(b) At its own option and at the recommendation of the advisory board, the Escambia County Board of County Commissioners may grant the advisory board the authority to grant an owner of a single-family residence one or more of the following exemptions from the Florida Building Code relating to:

1. Drawings certified by a State of Florida licensed Design Professional for an addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet (93 m^2) or the square footage of the primary structure, whichever is less.

2. Addition, alteration, or repairs by a non-owner within a specific cost limitation set by rule, provided the total cost shall not exceed $5,000 within any 12-month period.

3. Building and inspection fees.

(c) However, the exemptions under subparagraph (b) do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the Escambia County Building Services Department has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

(d) Each code exemption, as defined in sub-subparagraphs (b)1, (b)2, and (b)3 shall be certified by the advisory board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of Escambia County, Florida.

Sec. 14-54. Playground equipment.

(a) This Article does not apply to swings and other playground equipment accessory to a one or two-family dwelling.

(b) Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of the Florida Building Code, Building.

Sec. 14-55. Application of references.

References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

Sec. 14-56. Referenced codes and standards.

The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Secs. 14-57 and 14-58.

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Sec. 14-57. Conflicts.

Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

Sec. 14-58. Provisions in referenced codes and standards.

Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Sec. 14-33, the provisions of this code or the Florida Codes listed in Sec. 14-33, as applicable, shall take precedence over the provisions in the referenced code or standard.

Sec. 14-59. Partial invalidity.

In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

Sec. 14-60. Existing structures.

The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the Florida Building Code, Existing Building, and the Florida Fire Prevention Code.

Sec. 14-61. Buildings not previously occupied.

A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of the Florida Building Code or Florida Residential Code, as applicable, for new construction or with any current permit for such occupancy.

Sec. 14-62. Buildings previously occupied.

The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the Florida Fire Prevention Code or as is deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.

Sec. 14-63. Relocation of manufactured buildings.

(1) Relocation of an existing manufactured building does not constitute an alteration.

(2) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the Florida Building

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Code (after March 1, 2002), the wind speed map of the Florida Building Code shall be applicable.

(3) A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

Sec. 14-64. Existing mechanical equipment.

The Escambia County Building Services Department will not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the Florida Building Code except during reroofing when the equipment is being replaced or moved during reroofing and is not in compliance with the provisions of the Florida Building Code relating to roof-mounted mechanical units.

ARTICLE V. DEPARTMENT OF BUILDING SERVICES

Sec. 14-65. General.

The Escambia County Building Services Department is hereby recognized as the enforcement agency of building regulations in the jurisdiction of Escambia County, Florida and the official in charge thereof shall be known as the Director of Building Services/Building Official.

Sec. 14-66. Appointment.

The Director of Building Services/Building Official shall be appointed by the Escambia County Administrator.

Sec. 14-67. Deputies.

In accordance with the prescribed procedures of Escambia County and with the concurrence of the Escambia County Administrator, the Building Official shall have the authority to appoint a deputy Building Official, related technical officers, inspectors, plan examiners, floodplain administrator and other employees. Such employees shall have powers as delegated by the Building Official.

ARTICLE VI. DUTIES AND POWERS OF BUILDING OFFICIAL

Sec. 14-68. General.

The Building Official is hereby authorized and directed to enforce the provisions of this code. The Building Official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

Sec. 14-69. Applications and permits.

The Building Official or designee shall receive applications, review construction documents and issue permits for the erection, and alteration, demolition and

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moving of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

Sec. 14-70. Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas.

For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the Building Official or the floodplain administrator shall determine if the proposed work constitutes substantial improvement or repair of substantial damage. Where the Building Official or floodplain administrator determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by this code, the Building Official or floodplain administrator shall require the building to meet the requirements of Section 1612 of the Florida Building Code, Building.

Sec. 14-71. Notices and orders.

The Building Official or designee shall issue all necessary notices or orders to ensure compliance with this code.

Sec. 14-72. Inspections.

The Building Official or designee shall make all of the required inspections, or the Building Official shall have the authority to accept Reports Affidavits of inspection by approved agencies, individuals or State of Florida licensed design professionals. Reports Affidavits of such inspection shall be in writing and be certified by the responsible officer of such approved agency or by the responsible individual design professional. The Building Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the Escambia County Administrator.

Sec. 14-73. Identification.

The Building Official or designee shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

Sec. 14-74. Right of entry.

Where it is necessary to make an inspection to enforce the provisions of this code, or where the Building Official or designee has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the Building Official or designee is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Building Official or designee shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Building Official or designee shall have recourse to the remedies provided by law to secure entry.

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Sec. 14-75. Department records.

The Building Official or designee shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per Chapter 119 of the Florida Statutes, as amended.

Sec. 14-76. Approved materials and equipment.

Materials, equipment and devices approved by the Building Official shall be constructed and installed in accordance with such approval.

Sec. 14-77. Used materials and equipment.

The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the Building Official.

Sec. 14-78. Modifications.

Wherever there are practical difficulties involved in carrying out the provisions of this code, the Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Building Official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety, i.e., the Escambia County Building Services Department.

Sec. 14-79. Flood hazard areas.

The Building Official shall coordinate with the floodplain administrator to review requests submitted to the Building Official that seek approval to modify the strict application of the flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Sec. 14-221.

Sec. 14-80. Alternative materials, design and methods of construction and equipment.

The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not approved,

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the Building Official shall respond in writing, stating the reasons why the alternative was not approved.

Sec. 14-81. Research reports.

Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

Sec. 14-82. Tests as evidence of compliance.

Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made at no expense to Escambia County. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for retention of public records.

Sec. 14-83. Requirements not covered by code.

Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the Building Official.

ARTICLE VII. PERMITS

Sec. 14-84. Required.

Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the Escambia County Building Services Department and obtain the required permit.

Sec. 14-85. Annual facility permit.

Licensed Division II Contractors as defined in Florida Statutes 489.105 (as amended) as an option, may apply for an annual facility permit in lieu of standard individual permits for work to be performed on existing systems and or facilities. The Escambia County Building Services Department will issue an annual permit for routine or emergency service to install, repair, refurbish, replace, or move systems and or system components that are within the scope of eligible work established by the Escambia County Contractor Competency Board and/or the Escambia County Board of Electrical Examiners. Work performed must be within

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the allowable scope of the Division II Contractor's license(s) according to Florida Statutes 489.105, as amended. Contractors must give notice to the owner that their project will be handled through an annual permit. The Building Official shall retain the right to make inspections at the site as deemed necessary. An annual facilities permit shall be assessed with a fee set by Escambia County Board of County Commissioners resolution and shall be valid for one year from date of issuance. When work is finished, the contractor shall complete an affidavit of compliance provided by the Escambia County Building Services Department for each individual project. All affidavits shall be submitted to the Escambia County Building Services Department no more than 30 days after the project is complete. Each affidavit accepted shall be assessed a recording fee. Individual projects are defined by separate addresses.

Any license holder who participates in the annual permit program is subject to removal from the program as a result of disciplinary action by the Escambia County Contractor Competency Board or the Escambia County Board of Electrical Examiners.

Sec. 14-86. Annual Facility permit records.

The person to whom an annual permit is issued shall keep a detailed record of work performed or alterations made under such annual permit. The Building Official shall have access to such records at all times or such records shall be filed with the Escambia County Building Services Department, as designated.

Sec. 14-87. Food permit.

In accordance with section 500.12, Florida Statutes, as amended, a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

Sec. 14-88. Public swimming pool.

The Escambia County Building Services Department may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating permit pursuant to Section 514.031, Florida Statutes, as amended. A certificate of completion or occupancy may not be issued until such operating permit is issued. The Escambia County Building Services Department shall conduct their review of the building permit application upon filing and in accordance with Chapter 553, Florida Statutes, as amended. The Escambia County Building Services Department may confer with the Department of Health, if necessary, but may not delay the building permit application review while awaiting comment from the Department of Health.

Sec. 14-89. Work exempt from permit.

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of Escambia County, to include work in any special flood hazard area. Exemptions granted under this section do not

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relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the local floodplain management ordinance. Permits shall not be required for the following:

(a) Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet.

2. At the owner's option, portable one-story detached residential storage sheds not exceeding 400 square feet that do not contain plumbing, electrical, mechanical or gas, may qualify for permit exemption. An application for permit exemption must be completed, reviewed and approved to qualify. For the purposes of this Article, a portable building is a structure including its foundation that sits atop finished ground level or final grade without extending below finished ground level or final grade. A portable building shall have and maintain the capability of being moved without the use of heavy equipment or demolition. A portable building shall be anchored to meet the wind resistance requirements of the current Florida Building Code for the structure's location. This description does not preclude the relevance of other appropriate requirements.

2. Fences of light-frame construction not over 10 feet high. Exemption does not include land use approval from Development Services.

3. Oil derricks.

4. Retaining walls that are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.

5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2:1.

6. Sidewalks not more than 30 inches above adjacent grade, and not over any basement or story below and are not part of an accessible route.

7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

8. Temporary motion picture, television and theater stage sets and scenery.

9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches deep, do not exceed 5,000 gallons and are installed entirely above ground.

10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

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11. Swings and other playground equipment accessory to detached one- and two-family dwellings.

12. Window awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support of Groups R-3 and U occupancies.

13. Non-fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

14. Floating Structures.

(b) Electrical:

Repairs and maintenance: Minor repair work, including the replacement of light fixtures, switches, receptacle outlets or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

(c) Gas:

1. Portable heating appliance.

2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

(d) Mechanical:

1. Portable heating appliance.

2. Portable ventilation equipment.

3. Portable cooling unit.

4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.

5. Replacement of any part that does not alter its approval or make it unsafe.

6. Portable evaporative cooler.

7. Self-contained refrigeration system containing 10 pounds (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

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8. The installation, replacement, removal or metering of any load management control device.

(e) Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

3. Dishwasher changeout of the same type that does not involve new plumbing.

4. Under sink waste/garbage disposal changeout that does not involve new plumbing.

Sec. 14-90. Emergency repairs.

Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the Building Official.

Sec. 14-91. Minor repairs.

Ordinary minor repairs may be made with the approval of the Building Official without a permit, provided the repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

Sec. 14-92. Public service agencies.

A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

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Sec. 14-93. Application for permit.

To obtain a permit, the applicant shall first file an application in writing or online as provided by the Escambia County Building Services Department for the purpose described by the applicant.

Permit application must comply with the requirements of Section 713.135(5) and (6), Florida Statutes, as amended.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the Florida Building Code, the state minimum building code in effect on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

Sec. 14-94. Action on application.

The Building Official or designee shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the Building Official or designee shall reject such application in writing, stating the reasons therefor. If the Building Official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the Building Official or designee shall issue a permit therefor as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the Building Official or designee shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

Sec. 14-95. Application by state university, Florida college or public school district.

If a state university, Florida college or public school district elects to use the Escambia County Building Services Department, fees charged by the Escambia County Building Services Department for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges, and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

Sec. 14-96. Documentation required prior to issuance of permit.

No permit may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such permit provides to the Escambia County Building Services Department any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, Florida Statutes, as amended:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than $125,000.

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2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 Florida Statutes, as amended, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.

3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than $125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one, two, three or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, Florida Statutes, as amended, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of $125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than $5,000.

5. Electrical documents. See Florida Statutes 471.003(2)(h), as amended. Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system, requires an electrical system with a value of over $125,000; and Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system.

Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, Florida Statutes, as amended.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes, as amended.

Sec. 14-97. Time limitation of application.

An application for a permit for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, unless such

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application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Sec. 14-98. Notice of additional restrictions.

The Escambia County Building Services Department may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies."

Sec. 14-99. Timeframe for issuance of building permit for single-family residential dwellings.

A building permit for a single-family residential dwelling must be issued within 30 working days of application therefor unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the Florida Building Code or Escambia County ordinances.

Sec. 14-100. Identification of minimum premium policy.

Except as otherwise provided in Chapter 440, Florida Statutes, Workers' Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in Section 440.10 and 440.38, Florida Statutes, as amended.

Sec. 14-101. Asbestos removal.

This section applies to the moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the

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property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

Sec. 14-102. Applicable code for manufactured buildings.

Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

Sec. 14-103. Public right of way.

A permit shall not be issued by the Escambia County Building Services Department for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has received a right of way permit from the authority having jurisdiction over the street, alley or public lane

Sec. 14-104. Conditions of the permit.

The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of Escambia County. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of Escambia County shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the Building Official or designee from requiring the correction of errors in the construction documents and other data. The Building Official or designee is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of Escambia County.

Sec. 14-105. Permit intent.

A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the Building Official or designee from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within six months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced.

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Sec. 14-106. New permit required after lack of progress or abandonment.

If work has commenced and the permit is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

Sec. 14-107. Failure to obtain new permit.

If a new permit is not obtained within 180 days from the date the initial permit became null and void, the Building Official or designee is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

Sec. 14-108. Work in progress.

Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

Sec. 14-109. Renewal and extension fees.

The fee for renewal, reissuance and extension of a permit shall be set by the Escambia County Board of County Commissioners.

Sec. 14-110. Expiration.

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced the permit holder and property owner shall be responsible to either complete all work in accordance with the permitted plans and inspection or remove any partially completed work in a safe and code compliant manner. The Building Official or designee is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the Building Official or designee.

Sec. 14-111. Effect of expired or inactive permits.

The Building Official or designee is authorized to reject new permit applications from a contractor who holds more than 5 expired or inactive permits.

Sec. 14-112. Closed permits.

For the purposes of this subsection, a closed permit shall mean a permit for which all requirements for completion have been satisfied or a permit that has been administratively closed by the Building Official or designee.

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Sec. 14-113. Open permits.

For the purposes of this subsection, an open permit shall mean a permit that has not satisfied all requirements for completion as defined in 14-114.

Sec. 14-114. Administrative closure of permits.

The Building Official is authorized to administratively close expired or inactive trade permits after 2 years of expiration when no safety hazard exists, and no code violations have been previously identified.

Sec. 14-115. Closing out or resolving permits.

Closing out or resolving open or expired permits shall be the responsibility of the permit applicant and the property owner. Failure to close out or resolve open permits may be reported to the proper authority by the Building Official.

Sec. 14-116. Denial or revocation.

Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the Escambia County Building Services Department to not be in compliance with the Florida Building Code, the Escambia County Building Services Department shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. If the Building Official, inspector, or plans examiner finds that the plans are not in compliance with the Florida Building Code, the Building Official, inspector, or plans examiner shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant/holder.

Sec. 14-117. Placement of permit.

A copy of the permit or permit number shall be displayed on the site of the work until the completion of the project.

Sec. 14-118. Temporary toilet facilities for workers.

Suitable temporary toilet facilities as determined by the Building Official in reliance upon normal industry standards shall be provided and maintained in a sanitary condition for the use of workers during construction. Such facilities shall be regularly cleaned and provided in a well-ventilated location and shall be placed at least 15 feet from the side property line of the lot on which it is located and may not be placed in the public right-of-way.

Sec. 14-119. Notice of commencement.

In accordance with Section 713.135, Florida Statutes, as amended, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14-point, capitalized, boldfaced

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type: “WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.”

Sec. 14-120. Asbestos.

The Escambia County Building Services Department shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner’s or operator’s responsibility to comply with the provisions of Section 469.003, Florida Statutes, as amended, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

Sec. 14-121. Certificate of protective treatment for prevention of termites.

A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.

Sec. 14-122. Notice of termite protection.

A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

Sec. 14-123. Work starting before permit issuance.

Upon approval of the Building Official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection.

Sec. 14-124. Phased permit approval.

After submittal of the appropriate construction documents, the Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder’s own risk with the building operation and without assurance that a permit for the entire structure will

be granted. Corrections may be required to meet the requirements of the technical codes.

Sec. 14-125. Permit issued on basis of an affidavit.

Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the Building Official written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the Building Official. The Building Official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, Florida Statutes, as amended, and that any person conducting inspections is qualified as a building inspector under Part III of Chapter 468, Florida Statutes, as amended.

Exception: Permit issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the Florida Building Code.

Sec. 14-126. Opening protection.

When any activity requiring a building permit, not including roof covering replacement or repair work associated with the prevention of degradation of the residence, that is applied for on or after July 1, 2008, and for which the estimated cost is $50,000 or more for a site built single-family detached residential structure that is located in the wind borne debris region as defined in this Code and that has an insured value of $750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of $750,000 or more; opening protections as required within this Code or Florida Building Code, Residential for new construction shall be provided.

Exception: Single family residential structures permitted subject to the Florida Building Code are not required to comply with this section.

Sec. 14-127. Inspection of existing residential building not impacted by construction.

(a) The Escambia County Building Services Department, the Building Official or other official or entity, may not require as a condition of issuance of a one or two-family residential building permit the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought.

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(b) This subsection does not apply to a building permit sought for:

1. A substantial improvement as defined in Section 161.54, Florida Statutes, as amended, or as defined in the Florida Building Code.

2. A change of occupancy as defined in the Florida Building Code.

3. A conversion from residential to nonresidential or mixed use pursuant to Section 553.507(2)(a), Florida Statutes, as amended or as defined in the Florida Building Code.

4. A historic building as defined in the Florida Building Code.

(c) This subsection does not prohibit the Escambia County Building Services Department, the Building Official or other official or entity, from:

1. Citing any unsafe condition inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).

2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought in accordance with the prohibition in paragraph (a).

3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).

The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of Chapter 489, Florida Statutes, as amended.

ARTICLE VIII. FLOOR AND ROOF DESIGN LOADS

Sec. 14-128. Live loads posted.

Where the live loads for which each floor or portion thereof of a commercial or industrial building is or has been designed to exceed 50 psf, such design live loads shall be conspicuously posted by the owner or the owner's authorized agent in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

Sec. 14-129. Issuance of certificate of occupancy.

A certificate of occupancy required by Article XIII shall not be issued until the floor load signs, required by Section 14-128, have been installed.

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Sec. 14-130. Restrictions on loading.

It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

ARTICLE IX. SUBMITTAL DOCUMENTS

Sec. 14-131. General.

Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by Chapter 471, Florida Statutes, as amended & 61G15 Florida Administrative Code or Chapter 481, Florida Statutes, as amended & 61G1 Florida Administrative Code, as amended. Where special conditions exist, the Building Official or designee is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The Building Official or designee is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

Sec. 14-132. Construction documents.

Construction documents shall be in accordance with Secs. 14-133 through 14-139.

Sec. 14-133. Information on construction documents.

Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the Building Official or designee. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

Sec. 14-134. Fire protection system shop drawings.

Shop drawings for the fire protection system(s) shall be submitted to indicate conformance to this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information

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as required by the referenced installation standards in Chapter 9 of the Florida Building Code, Building.

Sec. 14-135. Means of egress.

The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress including the path of the exit discharge to the public way in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

Sec. 14-136. Exterior wall envelope.

Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.

Sec. 14-137. Site plan.

The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines and existing structures, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The Building Official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

Sec. 14-138. Retention of site plans.

For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans must be open to inspection by the Building Official or a duly authorized representative, as required by the Florida Building Code.

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Sec. 14-139. Structural information.

The construction documents shall provide the information specified in Section 1603 of the Florida Building Code, Building.

Sec. 14-140. Basic wind speed and wind-borne debris.

Pursuant to Section 1609 of the Florida Building Code, Building as established by Florida Statute 553.73, as amended, the following basic wind speed lines and wind-borne debris region are hereby established within Escambia County:

Wind-borne debris region:

Areas where the ultimate design wind speed V_{ult} is 140 mph or greater.

Basic wind speed:

Design wind speeds shall be established pursuant to Section 1609.3 of the Florida Building Code, Building.

Risk Category I:

Risk Category I Buildings defined in Table 1604.5, Florida Building Code, as buildings and other structures that represent low hazard to human life in the event of failure, including but not limited to: agricultural facilities, certain temporary facilities, minor storage facilities and screen enclosures.

130 MPH wind speed line runs from the intersection of Canoe Creek and Escambia River. Continues West along Canoe Creek to the Alabama State line.

140 MPH wind speed line runs from eastern Escambia County line and Interstate 10. Continues along Interstate 10 to the Alabama State line.

150 MPH wind speed line runs from the eastern Escambia County line and the shoreline of the Gulf of Mexico. Continues West along the Gulf of Mexico shoreline across the Pensacola Bay pass and continues West along the Gulf of Mexico shoreline to the Alabama state line.

Risk Categories II and III:

Risk Categories II and III Buildings and structures not including health care facilities defined in Table 1604.5, Florida Building Code, as Buildings and other structures except those listed in Risk Categories I, III, and IV. This category includes single-family residences.

140 MPH wind speed line runs from the intersection of Canoe Creek and Escambia River. Continues West along Canoe Creek to the Alabama State line.

150 MPH wind speed line runs from eastern Escambia County line and Interstate 10. Continues along Interstate 10 to the Alabama State line.

160 MPH wind speed line runs from the eastern Escambia County line and the shoreline of the Gulf of Mexico. Continues West along the Gulf of Mexico shoreline

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across the Pensacola Bay pass and continues West along the Gulf of Mexico shoreline to the Alabama state line.

Risk Categories III and IV:

Risk Categories III and IV Buildings and structures defined in Table 1604.5, Florida Building Code, as Buildings and other structures that represent a substantial hazard to human life in the event of failure, including but not limited to: public assemblies, educational facilities with an occupancy greater than 250, colleges with an occupancy greater than 500, or Group I-2 occupancies; emergency responder facilities, including fire rescue and other structures having critical national defense functions.

150 MPH wind speed line runs from the intersection of Canoe Creek and Escambia River. Continues West along Canoe Creek to the Alabama State line.

160 MPH wind speed line runs from eastern Escambia County line and Interstate 10. Continues along Interstate 10 to the Alabama State line.

170 MPH wind speed line runs from the eastern Escambia County line and the shoreline of the Gulf of Mexico. Continues West along the Gulf of Mexico shoreline across the Pensacola Bay pass and continues West along the Gulf of Mexico shoreline to the Alabama state line.

Wind speed maps available online or at the Escambia County Building Services Department.

Sec. 14-141. Examination of documents.

The Building Official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), Florida Statutes, as amended, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to FAC 61-41.009, Florida Administrative Code, as amended, shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.

2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the Building Official or designee, from review of plans and inspections, providing the appropriate licensed design and inspection

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professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

Sec. 14-142. Approval of construction documents.

When the Building Official or designee issues a permit, the construction document shall be approved, in writing or by stamp, as "Reviewed for Code Compliance." One set of construction documents so reviewed shall be retained by the Building Official or designee. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the Building Official or a duly authorized representative.

Sec. 14-143. Master Plans or Documents.

Any Division I contractor in compliance with Florida Statutes 489.105, as amended, may participate in the Escambia County Building Services Master Plan Program. The Master Plan Program is only applicable to construction of single-family dwellings. To participate, a qualifying contractor must submit a completed master plan application along with drawings for review. Compliant drawings are given an identification code and filed as master plans for program use and records retention. Master plans on file must be updated to reflect any changes in regulations. Failure to update plans will suspend approval.

Sec. 14-144. Master Plans permitting procedures.

The following are procedures for obtaining a permit using the master plans program:

1. A participating contractor must submit an application along with an identical copy of the master plan on file.
2. Submitted plans and documents will be checked for consistency.
3. Accurate plans will receive approval stamps including permit number for placement at the job site.
4. All other agency approvals are required for final approval.
5. Normal inspection procedures apply.

Sec. 14-145. Previous approvals.

This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

Sec. 14-146. Phased approval.

The Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation

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or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

Sec. 14-147. Design professional in responsible charge.

Where it is required that documents be prepared by a registered design professional, the Building Official or designee shall be authorized to require the owner or the owner's authorized agent to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner or the owner's authorized agent shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The Building Official shall be notified in writing by the owner or the owner's authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties.

The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

Sec. 14-148. Deferred submittals.

For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official or designee.

Deferral of any submittal items shall have the prior approval of the Building Official or designee. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official or designee.

Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the Building Official or designee.

Sec. 14-149. Certifications by contractors.

Certifications by contractors authorized under the provisions of Section 489.115(4)(b), Florida Statutes, as amended, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, Florida Statutes, as amended, or Chapter 481 Florida Statutes, as amended, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one and two-

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family dwellings. The Building Official or designee may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, Florida Statutes, as amended.

Sec. 14-150. Minimum plan review criteria for buildings.

The examination of the documents by the Building Official or designee shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building

1. Site requirements:
    Parking
    Fire access
    Vehicle loading
    Driving/turning radius
    Fire hydrant/water supply/post indicator valve (PIV)
    Set back/separation (assumed property lines)
    Location of specific tanks, water lines and sewer lines
    Flood hazard areas, flood zones, and design flood elevations

2. Occupancy group and special occupancy requirements shall be determined.

3. Minimum type of construction shall be determined (see Table 503 of the Florida Building Code).

4. Fire-resistant construction requirements shall include the following components:
    Fire-resistant separations
    Fire-resistant protection for type of construction
    Protection of openings and penetrations of rated walls
    Fire blocking and draftstopping and calculated fire resistance

5. Fire suppression systems shall include:
    Early warning smoke evacuation systems Schematic fire sprinklers
    Standpipes
    Pre-engineered systems
    Riser diagram
    Same as above.

6. Life safety systems shall be determined and shall include the following requirements:
    Occupant load and egress capacities
    Early warning
    Smoke control

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Stair pressurization
Systems schematic

7. Occupancy load/egress requirements shall include:
Occupancy load
Gross
Net
Means of egress
Exit access
Exit
Exit discharge
Stairs construction/geometry and protection
Doors
Emergency lighting and exit signs
Specific occupancy requirements
Construction requirements
Horizontal exits/exit passageways

8. Structural requirements shall include:
Soil conditions/analysis
Termite protection
Design loads
Wind requirements
Building envelope
Impact resistant coverings or systems
Structural calculations (if required)
Foundation
Flood requirements in accordance with Section 1612 of the Florida Building Code, Building including lowest floor elevations, enclosures, flood damage-resistant materials
Wall systems
Floor systems
Roof systems
Threshold inspection plan
Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:
Wood
Steel
Aluminum
Concrete
Plastic
Glass
Masonry
Gypsum board and plaster
Insulating (mechanical)

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Roofing
Insulation
Building envelope portions of the Energy Code (including calculation and mandatory requirements)

10. Accessibility requirements shall include the following:
    Site requirements
    Accessible route
    Vertical accessibility
    Toilet and bathing facilities
    Drinking fountains
    Equipment
    Special occupancy requirements
    Fair housing requirements

11. Interior requirements shall include the following:
    Interior finishes (flame spread/smoke development)
    Light and ventilation (including corresponding portion of the energy code)
    Sanitation

12. Special systems:
    Elevators
    Escalators
    Lifts

13. Swimming pools:
    Barrier requirements
    Spas
    Wading pools

14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical

1. Electrical:
    Wiring
    Services
    Feeders and branch circuits
    Overcurrent protection
    Grounding
    Wiring methods and materials
    GFCIs
    Electrical portions of the Energy Code (including calculation and mandatory requirements)

2. Equipment

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3. Special occupancies

4. Emergency systems

5. Communication systems

6. Low voltage

7. Load calculations

8. Design flood elevation

Plumbing

1. Minimum plumbing facilities

2. Fixture requirements

3. Water supply piping

4. Sanitary drainage

6. Water heaters

6. Vents

7. Roof drainage

8. Back flow prevention

9. Irrigation

10. Location of water supply line

11. Grease traps

12. Environmental requirements

13. Plumbing riser

14. Design flood elevation

15. Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)

Mechanical

1. Mechanical portions of the Energy calculations

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2. Exhaust systems:
   Clothes dryer exhaust
   Kitchen equipment exhaust
   Specialty exhaust systems

3. Equipment

4. Equipment location

5. Make-up air

6. Roof-mounted equipment

7. Duct systems

8. Ventilation

9. Combustion air

10. Chimneys, fireplaces and vents

11. Appliances

12. Boilers

13. Refrigeration

14. Bathroom ventilation

15. Laboratory

16. Design flood elevation

Gas

1. Gas piping

2. Venting

3. Combustion air

4. Chimneys and vents

5. Appliances

6. Type of gas

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7. Fireplaces

8. LP tank location

9. Riser diagram/shutoffs

10. Design flood elevation

11. Gas portions of the Energy Code (including calculation and mandatory requirements)

Demolition

1. Asbestos removal

Residential (one and two-family):

2. Site requirements:
   Set back/separation (assumed property lines)
   Location of septic tanks

3. Fire-resistant construction (if required)

4. Fire

5. Smoke detector locations

6. Egress window size and location stairs construction requirements

7. Structural requirements shall include:
   Wall section from foundation through roof, including assembly and materials connector tables wind requirements structural calculations (if required)

8. Termite protection

9. Design loads

10. Wind requirements

11. Building envelope

12. Foundation

13. Wall systems

14. Floor systems

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15. Roof systems

16. Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials

17. Accessibility requirements: show/identify accessible bath

18. Impact resistant coverings or systems

19. Residential Energy Code submittal (including calculation and mandatory requirements)

Manufactured buildings/housing

1. Site requirements

2. Setback/separation (assumed property lines)

3. Location of septic tanks (if applicable)

4. Structural

5. Wind zone

6. Anchoring

7. Blocking

8. Plumbing

9. List potable water source

10. Mechanical

11. Exhaust systems

12. Clothes dryer exhaust

13. Kitchen equipment exhaust

14. Electrical exterior disconnect location

Exemptions

Plans examination by the Building Official shall not be required for the following work:

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1. Replacing existing equipment such as mechanical units, water heaters, etc.

2. Reroofs

3. Minor electrical, plumbing and mechanical repairs

4. Annual maintenance permits

5. Prototype plans (except for local site adaptions, siding, foundations and/or modifications and except for structures that require waiver).

6. Manufactured buildings plan (except for foundations and modifications of buildings on site and as listed above in manufactured buildings/housing).

Sec. 14-151. Amended construction documents.

Work shall be installed in accordance with the approved construction documents, and any changes or revisions made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents.

Sec. 14-152. Retention of construction documents.

One set of approved construction documents shall be retained by the Building Official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

Sec. 14-153. Affidavits.

The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The Building Official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the Building Official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the Building Official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The Building Official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, Florida Statutes, as amended, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes, as amended.

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Sec. 14-154. Building permits issued on the basis of an affidavit.

Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Secs. 14-125 and 14-153, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.

ARTICLE X. TEMPORARY STRUCTURES AND USES

Sec. 14-155. General.

The Building Official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service but shall not be permitted for more than 180 days. The Building Official is authorized to grant extensions for demonstrated cause.

Sec. 14-156. Conformance.

Temporary structures and uses shall comply with the requirements in Section 3103 of the Florida Building Code, Building.

Sec. 14-157. Temporary power.

The Building Official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in Chapter 27 of the Florida Building Code, Building.

Sec. 14-158. Termination of approval.

The Building Official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

Sec. 14-159. Temporary toilet facilities for workers.

Suitable temporary toilet facilities shall be provided and regularly maintained in a sanitary condition for workers during construction. Such facilities shall be regularly cleaned and provided in a well-ventilated location and shall be placed at least 15 feet from the side property line of the lot on which it is located and may not be placed in the public right-of-way.

Exception: Other suitable facilities regularly maintained in a sanitary condition and approved by the Building Official or designee.

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ARTICLE XI. FEES

Sec. 14-160. Payment of fees.

A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

Sec. 14-161. Schedule of permit fees.

On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, as well as other services provided. A fee shall be paid as required, in accordance with the schedule as established by the Escambia County Board of County Commissioners.

Sec. 14-162. Types of Fees Enumerated.

Fees may be charged for, but not limited to, the following:

Permits;
Permit exemption request;
Permit renewals;
Plans examination;
Plans Revisions;
Re-inspections;
After hours inspections;
Temporary certificates;
Records requests;
Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
Appeals requests;
Administrative appeals;
Violations; and
Other fees as established by local resolution or ordinance.

Sec. 14-163. Building permit valuations.

The applicant for a permit shall provide an estimated permit value at time of application if requested by the Building Official. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the Building Official or designee, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

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Sec. 14-164. Work commencing before permit issuance.

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits or without prior approval from the Building Official as permitted in Sec. 14-91 or 14-123 shall be subject to a fee established by the Building Official that shall be in addition to the required permit fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required permit(s) must be applied for within three (5) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge of a double fee. The payment of a double fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The Building Official may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing.

Sec. 14-165. Related fees.

The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

Sec. 14-166. Refunds.

The Building Official is authorized to establish a refund policy.

ARTICLE XII. INSPECTIONS

Sec. 14-167. General.

Construction or work for which a permit is required shall be subject to inspection by the Building Official or designee and such construction or work shall remain accessible and exposed for inspection purposes until approved.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit holder to cause the work to remain accessible and exposed for inspection purposes. The Building Official or designee shall be authorized to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily determined in the field. Neither the Building Official, Building Services staff nor Escambia County shall be liable for expense entailed in the removal or replacement of any material required to allow for a required inspection.

Sec. 14-168. Manufacturers and fabricators.

When deemed necessary by the Building Official or designee, may require an inspection of materials or assemblies at the point of manufacture or fabrication. A

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record shall be made of every such examination and inspection and of all violations of the technical codes.

Sec. 14-169. Inspection service.

The Building Official may make, or cause to be made, the inspections required by this Article. The Building Official may accept reports and affidavits of independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the Building Official. The Building Official shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statues, as amended.

Sec. 14-170. Preliminary inspection.

Before issuing a permit, the Building Official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

Sec. 14-171. Required inspections.

The Building Official upon notification from the permit holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The Building Official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

(a) Building

(1) Foundation Inspection

Foundation inspection shall be in accordance with Secs. 14-172 through 14-198. Inspections shall be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:

(a) Stem-wall
(b) Monolithic slab-on-grade
(c) Piling/pile caps
(d) Footers/grade beams

(2) Slab Inspection

Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

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A foundation/Form board survey prepared and certified by a registered surveyor may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the Escambia County Building Services Department.

(3) Wind Load Inspection

To be made after all sheathing including roof sheathing, exterior doors and windows, weather barriers, flashings, connectors and bracing are installed and complete.

(4) Framing Inspection

To be made after the roof, all framing, fire blocking and bracing is in place. All components that will be concealed, including wiring, pipes, chimneys, ducts, vents, rough electrical, rough plumbing, and insulation are approved. At a minimum the framing inspection shall include the following building components:

(a) Window/door framing
(b) Vertical cells/columns
(c) Lintel/tie beams
(d) Framing/trusses/bracing/connectors (including truss layout and engineered drawings)
(e) Draft stopping/fire blocking
(f) Curtain wall framing
(g) Accessibility
(h) Fire rated assemblies
(i) Verify rough opening dimensions are within tolerances.

(5) Roofing Inspection

Shall at a minimum be made in at least two inspections and include the following building components:

(a) Roof coverings (including In Progress as necessary)
(b) Flashing

(6) Re-Roof sheathing Inspection

An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing fasteners and secondary

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water barrier as required by the Existing Building Code may be accepted at the discretion of the Building Official.

(7) Final Inspection

To be made after the building is completed and ready for occupancy. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.

(8) Swimming Pool Inspection

First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete shell.

(a) Steel reinforcement inspection
(b) Underground electric inspection.
(c) Underground piping inspection including a pressure test.
(d) Underground electric inspection under deck area (including the equipotential bonding)
(e) Underground piping inspection under deck area.
(f) Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place
(g) Safety Inspection; Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed.
(h) Final pool piping.
(i) Final Electrical inspection.
(j) Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17. of the Florida Building Code, Building.

(9) Demolition Inspections

First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.

Final inspection to be made after all demolition work is completed.

(10) Manufactured Building Inspections

The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the Florida Building Code. Additional inspections may

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be required for public educational facilities (see Section 453.27.20 of the Florida Building Code, Building).

(11) Impact Resistant Coverings or Impact Resistant Systems

Where impact resistant coverings or impact resistant systems are installed, the permit holder shall schedule inspections of impact resistant coverings or impact resistant systems to determine the following:

(a) The system indicated on the plans was installed.
(b) The system is installed in accordance with the manufacturer's installation instructions and the product approval.

(b) Electrical

(1) Slab/underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.

(2) Rough-in inspection. To be made after the roof, framing, fireblocking and bracing is in place and prior to placement of insulation and wall or ceiling membranes

(3) Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

(4) Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

(c) Plumbing

(1) Slab/underground. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.

(2) Plumbing stack/rough-in inspection. To be made after the roof, framing, fireblocking and bracing is in place and all soil, waste and vent piping is complete, and prior to placement of insulation and wall or ceiling membranes.

(3) Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section 312 of the Florida Building Code, Plumbing for required tests.

(d) Mechanical

(1) Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.

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(2) Rough-in inspection. To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.

(3) Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

(e) Gas

(1) Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.

(2) Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.

(3) Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

(f) Site Debris

(1) The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times.

(2) All debris shall be kept in such a manner as to prevent it from being spread by any means.

Sec. 14-172. Footing and foundation inspection.

Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

Sec. 14-173. Concrete slab and under-floor inspection.

Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

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Sec. 14-174. Lowest floor elevation.

In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification shall be submitted to the Building Official.

Sec. 14-175. Frame inspection.

Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.

Sec. 14-176. Lath, gypsum board and gypsum panel product inspection.

Lath, gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are taped and finished.

Exception: Gypsum board and gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

Sec. 14-177. Fire and smoke-resistant penetrations.

Protection of joints and penetrations in fire-resistance rated assemblies, smoke barriers and smoke partition shall not be concealed from view until inspected and approved.

Sec. 14-178. Energy efficiency inspections.

Energy efficiency requirements shall be checked throughout the required inspection process to determine compliance with FBC, Energy Conservation with the approved energy code submittal (by appropriate trade) and corresponding mandatory requirements, shall include, but not be limited to: corresponding envelope insulation R- and U-values, fenestration U-value and Solar Heat Gain Coefficient, duct system R-value, and HVAC, lighting, electrical and water-heating equipment efficiency.

Sec. 14-179. Other inspections.

In addition to the inspections specified in Secs. 14-171 through 14-178, the Building Official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

Sec. 14-180. Special inspections.

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Sec. 14-181. Final inspection.

The final inspection shall be made after all work required by the building permit is completed.

Sec. 14-182. Flood hazard documentation.

If located in a flood hazard area, all elevation certificates and any other pertinent data shall be submitted to the Building Official or designee prior to the final inspection.

Sec. 14-183. Energy Code documentation.

If required by energy code path submittal, confirmation that commissioning result requirements have been received by building owner.

Sec. 14-184. Termites.

Building components and building surroundings required to be protected from termite damage in accordance with Section 1503 and Section 2304 of the Florida Building Code, Building specifically required to be inspected for termites in accordance with Section 2114 or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the Building Official has been received.

Sec. 14-185. Impact resistant coverings or systems.

Where impact resistant coverings or systems are installed to meet requirements of this code, the Building Official shall schedule adequate inspections of impact resistant coverings or systems to determine the following:

(a) The system indicated on the plans was installed.

(b) The system is installed in accordance with the manufacturer's installation instructions and the product approval.

Sec. 14-186. Inspection agencies.

The Building Official or designee is authorized to accept affidavits and reports from qualified Architects, Engineers and approved inspection agencies, provided that individuals and agencies are in compliance with Florida Statutes.

Sec. 14-187. Inspection requests.

It shall be the duty of the permit holder or their duly authorized agent to request an inspection when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

Sec. 14-188. Approval required.

Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval. The Building Official or designee, upon notification, shall make the requested inspections and shall either indicate the

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portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official or designee.

Sec. 14-189. Shoring.

For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer, prior to any required mandatory inspections by the threshold building inspector.

Sec. 14-190. Structural inspections of threshold buildings.

The enforcing agency shall require a special inspector (i.e., engineer or architect) to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the Building Official, the architect, or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

Sec. 14-191. Conformance with shoring and reshoring plans.

The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification, or number-of-stories criteria which would result in classification as a threshold building under Section 553.71(7), Florida Statutes, as amended, may designate such building as a threshold building, subject to more than the minimum number of inspections required by the Florida Building Code.

Sec. 14-192. Costs of employing a special inspector.

The fee simple title owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, Florida Statutes, as an engineer or under Chapter 481, Florida Statutes, as an architect.

Sec. 14-193. Affirmation of special inspector.

The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: “To the best of my knowledge and belief, the above described construction of all structural load-bearing components

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complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

Sec. 14-194. Proposal to install alternate structural product or system.

Any proposal to install an alternate structural product or system to which building codes apply shall be submitted to the Escambia County Building Services Department for review for compliance with the codes and made part of the recorded set of permit documents.

Sec. 14-195. Recordkeeping of shoring and reshoring documents.

All shoring and reshoring procedures, plans and details shall be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

Sec. 14-196. Affirmation of architect or engineer of record.

All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this Section and Chapter 633, Florida Statutes, as amended.

Sec. 14-197. License requirement for named contractor.

No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), Florida Statutes, as amended, or to a licensed building contractor, as defined in Section 489.105(3)(b), Florida Statutes, as amended, within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

Sec. 14-198. Minimum structural inspection of threshold buildings.

The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, Florida Statutes, as amended, without duplicative inspection by the building department. The Building Official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes, as amended, or certified as a special inspector under Chapter 471 or 481, Florida Statutes, as amended. Inspections of threshold buildings required by Section 553.79(5), Florida Statutes, as amended, are in addition to the minimum inspections required by this code.

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ARTICLE XIII. CERTIFICATE OF OCCUPANCY

Sec. 14-199. Use and occupancy.

A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the Building Official or designee has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other laws and ordinances of Escambia County and the State of Florida.

Exception: Certificates of occupancy are not required for work exempt from permits under Sec. 14-91.

Sec. 14-200. Certificate issued.

After the Building Official or designee inspects the building or structure and finds no violations of the provisions of this code and all required approvals are obtained from other departments and agencies, the Building Official or designee is authorized to issue a certificate of occupancy that contains the following:

1. The building permit number.

2. The address of the structure.

3. The name and address of the owner or the owner's authorized agent.

4. A description of that portion of the structure for which the certificate is issued.

5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

6. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the authority having jurisdiction

7. The name of the Building Official.

8. The edition of the code under which the permit was issued.

9. The use and occupancy, in accordance with the provisions of Chapter 3.

10. The type of construction as defined in Chapter 6.

11. The design occupant load.

12. If an automatic sprinkler system is provided, whether the sprinkler system is required.

13. Any special stipulations and conditions of the building permit.

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Sec. 14-201. Temporary occupancy.

The Building Official or designee is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The Building Official shall set a time period during which the temporary certificate of occupancy is valid.

Sec. 14-202. Revocation.

The Building Official or designee is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

Sec. 14-203. Certificate of Completion.

A Certificate of Completion is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a Certificate of Occupancy.

ARTICLE XIV. SERVICE UTILITIES

Sec. 14-204. Connection of service utilities.

No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the Building Official.

Sec. 14-205. Temporary connection.

The Building Official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

Sec. 14-206. Authority to disconnect service utilities.

The Building Official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Sec. 14-33 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without the approval required by Sec. 14-204 or 14-205. The Building Official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

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ARTICLE XV. ADVISORY BOARD AND BOARD OF APPEALS

Sec. 14-207. General.

The Escambia County Contractor Competency Board shall serve as the advisory board to the Escambia County Building Services Department and the Building Official. The Escambia County Contractor Competency Board shall also serve as the Escambia County Building Code Board of Appeals in order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code.

Sec. 14-208. Limitations on authority.

An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The advisory board shall have no authority to waive requirements of this code.

ARTICLE XVI. VIOLATIONS

Sec. 14-209. Unlawful acts.

It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

Sec. 14-210. Notice of violation.

The Building Official or designee is authorized to serve a notice of violation/correction, or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

Sec. 14-211. Prosecution of violation.

If the notice of violation/correction is not complied with promptly, the Building Official is authorized to request the Escambia County Attorney to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

Sec. 14-212. Violation penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the

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Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to a penalty of two times the permit fee.

ARTICLE XVII. STOP WORK ORDER

Sec. 14-213. Authority.

Whenever the Building Official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Building Official is authorized to issue a stop work order.

Sec. 14-214. Issuance.

The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent or the person performing the work. A copy shall also be posted at the work site. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

Sec. 14-215. Unlawful continuance.

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

ARTICLE XVIII. UNSAFE STRUCTURES AND EQUIPMENT

Sec. 14-216. Conditions.

Structures or existing equipment that are or hereafter become unsafe, unsanitary or inadequate means of egress, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance resulting in an unsafe condition, shall be deemed unsafe. Unsafe structures shall be taken down and removed or made safe, as the Building Official or designee deems necessary and as provided for in this Section.

Sec. 14-217. Record.

The Building Official or designee shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

Sec. 14-218. Notice.

If an unsafe condition is found, the Building Official or designee shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition and required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the Building Official acceptance or rejection of the terms of the order.

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Sec. 14-219. Method of service.

Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

Sec. 14-220. Restoration.

Where the structure or equipment determined to be unsafe by the Building Official is restored to a safe condition, to the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions and change of occupancy shall comply with the requirements of Sec. 14-91 and the Florida Building Code, Existing Building.

ARTICLE XIX. FLOODPLAIN MANAGEMENT

Sec. 14-221. Floodplain management.

Floodplain management shall be in accordance with the county floodplain management ordinance (Code of Ordinances of Escambia County, Florida, Volume II, Part III - Land Development Code, Chapter 4, Article 2, Floodplain Management).

(a) *Flood elevation survey:* Buildings or structures having habitable spaces as defined by National Flood Insurance Program (NFIP) 59 and 60 and which are located in a special flood area as designated on flood insurance rate maps (FIRM) or floodway maps shall have the finished first floor elevation or elevation of bottom of lowest horizontal member in V-zones as shown on these maps. "Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Section 60.3 of the NFIP. Upon completion of the finished first floor and prior to the framing inspection, the contractor or owner shall file a flood elevation certificate, FEMA, Form O.M.B. No. 3067-0077. The certificate must be done, certified, and sealed by a Florida registered engineer or land surveyor, showing the elevation of the finished first floor or elevation of bottom of lowest horizontal member in V-zones of the building or structure, including wave height, as well as the other requirements indicated thereon. No variations shall be granted for finished first floor constructed at elevations lower than those established by FIRM unless owner, builder or their agent has obtained approval of such variation from the Escambia County Contractor Competency Board prior to the commencement of construction.

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"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the NFIP is presumed to be in violation until such time as that documentation is provided.

(b) *Records of certificates of survey:* All flood elevation certificate(s), FEMA form O.M.B. No. 3067-0077 shall be permanently maintained with building permit files.

(c) *Minimum Elevation Requirements:*

(1) The minimum elevation requirements shall be as specified in ASCE 24 or the base flood elevation plus 3 feet, whichever is higher.

(2) All buildings and structures shall be elevated so that the lowest portion of all structural members supporting the lowest floor, with the exception of piling, pile caps, columns, grade beams, mat and raft foundations, and bracing, is elevated to or above the base flood elevation plus 3 feet or the design flood elevation, whichever is higher.

(d) All of the requirements of Section R322 of the Florida Building Code, Residential apply to all special flood hazard areas of Escambia County, including Pensacola Beach and the Town of Century.

Sec. 14-222. Floodplain requirements for Pensacola Beach.

(a) Floodplain requirements for Pensacola Beach are under the jurisdiction of Santa Rosa Island Authority (SRIA). These requirements are in addition to 14-221.

(b) *Definitions*.

(1) SUBSTANTIAL DAMAGE. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred

(2) SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, alteration, addition or improvement of a building or structure taking place during a 10-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the 10-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to the date of this ordinance. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

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a. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the Escambia County Building Official and that are the minimum necessary to assure safe living conditions.

b. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(c) *Structural Requirements of Commercial Buildings*.

Structural requirements shall include:

Flood requirements in accordance with Section 1612 of the Florida Building Code, Building including lowest floor elevations, enclosures, flood damage-resistant materials, and non-conversion lease amendment.

(d) *Structural Requirements of Residential Buildings (one- and two-family).*

Structural requirements shall include:

Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, flood damage-resistant materials, and non-conversion lease amendment.

(e) *Coastal High Hazard Areas*.

All buildings and structures within the jurisdiction of the SRIA shall be designed and constructed in accordance with the requirements of ASCE 24 applicable to coastal high hazard areas.

(f) *Minimum Elevation Requirements*.

(1) The minimum elevation requirements shall be as specified in ASCE 24 or the base flood elevation plus 3 feet, whichever is higher.

(2) All buildings and structures shall be elevated so that the lowest portion of all structural members supporting the lowest floor, with the exception of piling, pile caps, columns, grade beams, mat and raft foundations, and bracing, is elevated to or above the base flood elevation plus 3 feet or the design flood elevation, whichever is higher.

(g) *Cross Bracing*.

Cross bracing shall not be permitted unless a building or structure does not have walls designed to break away and provided the bracing is located above the base flood elevation plus 3 feet or the design flood elevation, whichever is higher, and provided such bracing is perpendicular to the shoreline. Cross bracing shall not be used as part of the structural calculations to meet the required design criteria.

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(h) *Prohibitions*.

(1) Basement floors that are below grade on all sides are prohibited.

(2) The use of fill for structural support is prohibited.

(i) *Minor Grading*.

Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.

Exception*:* Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Section R322 of the Florida Building Code, Residential.

(j) *Walls and Partitions Below Design Flood Elevation*.

Walls and partitions are permitted below the elevated floor, provided that such walls and partitions are not part of the structural support of the building or structure and:

(1) Electrical, mechanical, and plumbing system components are not to be mounted on or penetrate through walls that are designed to break away under flood loads; and

(2) The walls are constructed with insect screening or open lattice; or

(3) The walls are designed to break away or collapse without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. Such walls, framing and connections shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot; or

(4) Where wind loading values of this code exceed 20 pounds per square foot, the construction documents shall include documentation prepared and sealed by a registered design professional that:

a. The walls and partitions below the design flood elevation have been designed to collapse from a water load less than that which would occur during the design flood.

b. The elevated portion of the building and supporting foundation system have been designed to withstand the effects of wind and flood loads acting simultaneously on all building components (structural and nonstructural). Water loading values used shall be those associated with the design flood. Wind loading values used shall be those required by this code.

(5) Walls shall be provided with flood openings that meet the criteria in Section R322 of the Florida Building Code, Residential.

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Sec. 14-223. Variances in flood hazard areas.

Pursuant to Section 553.73(5), Florida Statutes, as amended, the variance procedures adopted in the local floodplain management ordinance shall apply to requests submitted to the Building Official for variances.

Section 2. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court or 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_____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY: _____
Deputy Clerk

(Seal)

Enacted:

Filed with Department of State:

Effective:

DRAFT

ORDINANCE 2020-_____

AN ORDINANCE OF ESCAMBIA COUNTY, FLORIDA, REPEALING AND REPLACING IN ITS ENTIRETY CHAPTER 14 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, ENTITLED "BUILDINGS AND BUILDING REGULATIONS;" PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County finds that repealing and replacing in its entirety Chapter 14 of the Escambia County Code of Ordinances, entitled "Buildings and Building Regulations," is in the best interest of the County and its citizens;

WHEREAS, the Board of County Commissioners further finds that the proposed repeal and replace serves as an important public purpose;

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

Section 1. That Chapter 14 of the Escambia County Code of Ordinances is hereby repealed and replaced to read as follows:

Chapter 14 - BUILDINGS AND BUILDING REGULATIONS

ARTICLE I. GENERAL

Secs. 14-1—14-25. Reserved.

ARTICLE II. BUILDING CODE

Sec. 14-26. Adoption.

The Florida Building Code is hereby deemed adopted pursuant to the latest Florida Statutes Chapter 553 and incorporated fully as if set out at length herein.

Sec. 14-27. Escambia County amendments to chapter 1 of the Florida Building Code.

The Florida Building Code adopted in Section 14-26 is hereby amended as set forth in Article III through Article XIX.

ARTICLE III. ADMINISTRATION

Sec. 14-28. Title.

(a) These Escambia County regulations, along with the current edition of the Florida Building Code as implemented by the State of Florida shall hereinafter be referred to as “this code.”

(b) The Director of the Escambia County Building Services Department shall hereinafter be referred to as the “Building Official.”

(c) The Building Official may delegate duties and responsibilities to properly licensed personnel as needed.

Sec. 14-29. Scope.

(a) The provisions of this code shall apply to the construction, alteration, relocation, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of buildings or structures or any appurtenances connected or attached to such buildings or structures.

(b) Exception: Detached one and two-family dwellings and multiple single-family dwellings (townhouses) not more than three stories above grade plane in height with a separate means of egress and their accessory structures not more than three stories above grade plane in height, shall comply with the Florida Building Code, Residential.

(c) Florida Building Code, Residential construction standards or practices which are not covered by Florida Building Code, Residential volume shall be in accordance with the provisions of Florida Building Code, Building.

Sec. 14-30. Intent.

The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to fire fighters and emergency responders during emergency operations.

Sec. 14-31. Quality control.

Quality control of materials and workmanship is not within the purview of this code except as it relates to the purposes stated herein.

Sec. 14-32. Warranty and liability.

The permitting, plan review or inspection of any building, system or plan by the Escambia County Building Services Department, under the requirements of this code, shall not be construed in any court as a warranty of the physical condition of such building, system or plan or their adequacy. Escambia County or its employees shall not be liable in tort for damages or hazardous or illegal condition or inadequacy in such building, system or plan, nor for any failure of any component of such, which may occur subsequent to such inspection or permitting.

Sec. 14-33. Referenced codes.

Other codes listed in Secs. 14-34 through 14-42 and referenced elsewhere in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference.

Sec. 14-34. Gas.

The provisions of the Florida Building Code, Fuel Gas shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

Sec. 14-35. Mechanical.

The provisions of the Florida Building Code, Mechanical shall apply to the installation, alteration, repair and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air-conditioning and refrigeration systems, incinerators and other energy-related systems.

Sec. 14-36. Plumbing.

The provisions of the Florida Building Code, Plumbing shall apply to the installation, alteration, repair and replacement of plumbing systems, including equipment, appliances, fixtures, fittings and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system.

Sec. 14-37. Property maintenance.

Reserved.

Sec. 14-38. Fire prevention.

For provisions related to fire prevention, refer to the Florida Fire Prevention Code. The Florida Fire Prevention Code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling, or use of structures, materials or devices; from conditions hazardous to life, property or public welfare in the occupancy of structures or premises; and from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

Sec. 14-39. Energy.

The provisions of the Florida Building Code, Energy Conservation, shall apply to all matters governing the design and construction of buildings for energy efficiency.

Sec. 14-40. Existing buildings.

The provisions of the Florida Existing Building Code shall apply to matters governing the repair, alteration, change of occupancy, addition to and relocation of existing buildings.

Sec. 14-41. Accessibility.

For provisions related to accessibility, refer to the Florida Building Code, Accessibility.

Sec. 14-42. Manufactured buildings.

For additional administrative and special code requirements, see Section 458, Florida Building Code and Rule 61-41, Florida Administrative Code.

ARTICLE IV. APPLICABILITY

Sec. 14-43. General.

(a) Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable. Where, in any specific case, different sections of this code specify different materials, methods of construction or other requirements, the most restrictive shall govern.

(b) The Florida Building Code does not apply to, and no code enforcement action shall be brought with respect to, zoning requirements, land use requirements and owner specifications or programmatic requirements which do not pertain to and govern the design, construction, erection, alteration, modification, repair

or demolition of public or private buildings, structures or facilities or to programmatic requirements that do not pertain to enforcement of the Florida Building Code. Additionally, a local code enforcement agency may not administer or enforce the Florida Building Code, Building, to prevent the siting of any publicly owned facility, including, but not limited to, correctional facilities, juvenile justice facilities, or state universities, community colleges, or public education facilities, as provided by law.

Sec. 14-44. Building.

The provisions of the Florida Building Code shall apply to the construction, erection, alteration, modification, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every public and private building, structure or facility, or any appurtenances connected or attached to such buildings, structures or facilities. Additions, alterations, repairs and changes of use or occupancy group in all buildings and structures shall comply with the provisions provided in the Florida Building Code, Existing Building. The following buildings, structures and facilities, except for those located in a Special Flood Hazard Area are exempt from the Florida Building Code as provided by law, and any further exemptions shall be as determined by the legislature and provided by law:

(a) Building and structures specifically regulated and preempted by the federal government.

(b) Railroads and ancillary facilities associated with the railroad.

(c) Nonresidential farm buildings on farms. Application for exemption must be completed and approved.

(d) Temporary buildings or sheds used exclusively for construction purposes.

(e) Mobile or modular structures used as temporary offices, except that the provisions of Part II (Section 553.501-553.513, Florida Statutes, as amended) relating to accessibility by persons with disabilities shall apply to such mobile or modular structures. Permits shall be required for structural support and tie down, electric supply and all other such utility connections to such mobile or modular structures as required by this jurisdiction.

(f) Those structures or facilities of electric utilities, as defined in Section 366.02, Florida Statutes, as amended, which are directly involved in the generation, transmission, or distribution of electricity.

(g) Temporary sets, assemblies, or structures used in commercial motion picture or television production, or any sound-recording equipment used in such production, on or off the premises.

(h) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this paragraph, the term “chickee” means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.

(i) Family mausoleums not exceeding 250 square feet (23 m^2) in area which are prefabricated and assembled on site or preassembled and delivered on site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.

(j) Temporary housing provided by the Department of Corrections to any prisoner in the state correctional system.

(k) A building or structure having less than 1,000 square feet (93 m^2) which is constructed and owned by a natural person for hunting and which is repaired or reconstructed to the same dimension and condition as existed on January 1, 2011, if the building or structure: (1) is not rented or leased or used as a principal residence; (2) is not located within the 100-year floodplain according to the Federal Emergency Management Agency’s current Flood Insurance Rate Map; and (3) is not connected to an off-site electric power or water supply.

Sec. 14-45. Additional requirements.

In addition to the requirements of Section 553.79 and 553.80, Florida Statutes, as amended, facilities subject to the provisions of Chapter 395, Florida Statutes, as amended, and Part II of Chapter 400, Florida Statutes, as amended, shall have facility plans reviewed and construction surveyed by the state agency authorized to do so under the requirements of Chapter 395, Florida Statutes, as amended, and Part II of Chapter 400, Florida Statutes, as amended, and the certification requirements of the federal government.

Sec. 14-46. Moved buildings.

Moved buildings shall comply with the current edition of the Florida Building Code, Existing Building and this code. A building or part of any building shall not be moved through or across any sidewalk, street, alley or highway or from one foundation to another on the same lot within the county without first obtaining a permit from the Building Official.

Sec. 14-47. Application to move building.

A written application shall be filed with the Building Official by any person desiring to move a building setting forth the following information:

(1) Type and kind of building to be moved.

(2) Market value of the building.

(3) Overall dimensions of the building including, length, height and width.

(4) Present location as well as proposed new location by subdivision, parcel ID and address.

(5) Date and approximate time such building will be upon the streets and contemplated route that will be taken from the present location to the new location.

(6) List of all roads and streets to be traversed and, if travel is over a state-owned right-of-way, provide a copy of state department of transportation approved permit.

Sec. 14-48. Compliance of moved buildings.

Buildings or structures moved into or within Escambia County, Florida shall not be required to be brought into compliance with the state minimum building code in force at the time the building or structure is moved, provided:

1. The building or structure is structurally sound and is determined by a licensed Engineer to have no substantial structural damage as defined in the Florida Building Code, Existing Building.

2. The occupancy use classification for the building or structure is not changed as a result of the move;

3. The building is not substantially remodeled;

4. Current fire code requirements for ingress and egress are met;

5. Electrical, gas and plumbing systems meet the codes in force at the time of construction and are operational and safe for reconnection; and

6. Foundation plans are sealed by a professional engineer or architect licensed to practice in the State of Florida.

The Building Official shall apply the same standard to a moved residential building or structure as that applied to the remodeling of any comparable residential building or structure to determine whether the moved structure is substantially remodeled. The cost of the foundation on which the moved building or structure is placed shall not be included in the cost of remodeling for purposes of determining whether a moved building or structure has been substantially remodeled.

Sec. 14-49. Required notice.

The permit applicant shall provide written proof to the Building Official that the applicant has:

(1) Notified all fire departments through whose areas the building is to be moved.

(2) Notified all utility companies.

(3) Notified the county engineer.

(4) Notified Escambia County Sheriff's Department.

(5) Notified all other affected property owners that a building or structure is to be moved.

Sec. 14-50. Content of notice.

Notice shall be given to the responsible person for each activity listed and as a minimum shall include the dimensions of the building or structure, the time of departure, the route to be traveled, and estimated time of completion. Any lines, poles, trees, fences or other obstruction which must be moved shall not be moved until agreement is reached with the owner or responsible party as to how it is to be done.

Sec. 14-51. Permits required.

Application for the moving permit shall be accompanied by an application for a building permit, accompanied by complete plans and specifications showing the changes or conditions of such house, building, or structure as such house, building or structure is proposed to be when moving and all contemplated improvements, signed by the owner or the owner's agent.

Sec. 14-52. Jurisdiction of state agencies.

This section does not apply to the jurisdiction and authority of the Department of Agriculture and Consumer Services to inspect amusement rides or the Department of Financial Services to inspect state-owned buildings and boilers.

Sec. 14-53. Advisory board exemptions from the Florida Building Code.

(a) The Escambia County Building Services Department and the Building Official shall have an advisory board, the composition of which shall be determined by Article XV of this code.

(b) At its own option and at the recommendation of the advisory board, the Escambia County Board of County Commissioners may grant the advisory board the authority to grant an owner of a single-family residence one or more of the following exemptions from the Florida Building Code relating to:

1. Drawings certified by a State of Florida licensed Design Professional for an addition, alteration, or repairs performed by the property owner upon his or her own property, provided any addition or alteration shall not exceed 1,000 square feet (93 m^2) or the square footage of the primary structure, whichever is less.

2. Addition, alteration, or repairs by a non-owner within a specific cost limitation set by rule, provided the total cost shall not exceed $5,000 within any 12-month period.

3. Building and inspection fees.

(c) However, the exemptions under subparagraph (b) do not apply to single-family residences that are located in mapped flood hazard areas, as defined in the code, unless the Escambia County Building Services Department has determined that the work, which is otherwise exempt, does not constitute a substantial improvement, including the repair of substantial damage, of such single-family residences.

(d) Each code exemption, as defined in sub-subparagraphs (b)1, (b)2, and (b)3 shall be certified by the advisory board 10 days prior to implementation and shall only be effective in the territorial jurisdiction of Escambia County, Florida.

Sec. 14-54. Playground equipment.

(a) This Article does not apply to swings and other playground equipment accessory to a one or two-family dwelling.

(b) Exception: Electrical service to such playground equipment shall be in accordance with Chapter 27 of the Florida Building Code, Building.

Sec. 14-55. Application of references.

References to chapter or section numbers, or to provisions not specifically identified by number, shall be construed to refer to such chapter, section or provision of this code.

Sec. 14-56. Referenced codes and standards.

The codes and standards referenced in this code shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Secs. 14-57 and 14-58.

Sec. 14-57. Conflicts.

Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of this code shall apply.

Sec. 14-58. Provisions in referenced codes and standards.

Where the extent of the reference to a referenced code or standard includes subject matter that is within the scope of this code or the Florida Codes listed in Sec. 14-33, the provisions of this code or the Florida Codes listed in Sec. 14-33, as applicable, shall take precedence over the provisions in the referenced code or standard.

Sec. 14-59. Partial invalidity.

In the event that any part or provision of this code is held to be illegal or void, this shall not have the effect of making void or illegal any of the other parts or provisions.

Sec. 14-60. Existing structures.

The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the Florida Building Code, Existing Building, and the Florida Fire Prevention Code.

Sec. 14-61. Buildings not previously occupied.

A building or portion of a building that has not been previously occupied or used for its intended purpose in accordance with the laws in existence at the time of its completion shall comply with the provisions of the Florida Building Code or Florida Residential Code, as applicable, for new construction or with any current permit for such occupancy.

Sec. 14-62. Buildings previously occupied.

The legal occupancy of any building existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the Florida Fire Prevention Code or as is deemed necessary by the Building Official for the general safety and welfare of the occupants and the public.

Sec. 14-63. Relocation of manufactured buildings.

(1) Relocation of an existing manufactured building does not constitute an alteration.

(2) A relocated building shall comply with wind speed requirements of the new location, using the appropriate wind speed map. If the existing building was manufactured in compliance with the Standard Building Code (prior to March 1, 2002), the wind speed map of the Standard Building Code shall be applicable. If the existing building was manufactured in compliance with the Florida Building

Code (after March 1, 2002), the wind speed map of the Florida Building Code shall be applicable.

(3) A relocated building shall comply with the flood hazard area requirements of the new location, if applicable.

Sec. 14-64. Existing mechanical equipment.

The Escambia County Building Services Department will not require that existing mechanical equipment located on or above the surface of a roof be installed in compliance with the requirements of the Florida Building Code except during reroofing when the equipment is being replaced or moved during reroofing and is not in compliance with the provisions of the Florida Building Code relating to roof-mounted mechanical units.

ARTICLE V. DEPARTMENT OF BUILDING SERVICES

Sec. 14-65. General.

The Escambia County Building Services Department is hereby recognized as the enforcement agency of building regulations in the jurisdiction of Escambia County, Florida and the official in charge thereof shall be known as the Director of Building Services/Building Official.

Sec. 14-66. Appointment.

The Director of Building Services/Building Official shall be appointed by the Escambia County Administrator.

Sec. 14-67. Deputies.

In accordance with the prescribed procedures of Escambia County and with the concurrence of the Escambia County Administrator, the Building Official shall have the authority to appoint a deputy Building Official, related technical officers, inspectors, plan examiners, floodplain administrator and other employees. Such employees shall have powers as delegated by the Building Official.

ARTICLE VI. DUTIES AND POWERS OF BUILDING OFFICIAL

Sec. 14-68. General.

The Building Official is hereby authorized and directed to enforce the provisions of this code. The Building Official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in compliance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

Sec. 14-69. Applications and permits.

The Building Official or designee shall receive applications, review construction documents and issue permits for the erection, and alteration, demolition and

moving of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

Sec. 14-70. Determination of substantially improved or substantially damaged existing buildings and structures in flood hazard areas.

For applications for reconstruction, rehabilitation, repair, alteration, addition or other improvement of existing buildings or structures located in flood hazard areas, the Building Official or the floodplain administrator shall determine if the proposed work constitutes substantial improvement or repair of substantial damage. Where the Building Official or floodplain administrator determines that the proposed work constitutes substantial improvement or repair of substantial damage, and where required by this code, the Building Official or floodplain administrator shall require the building to meet the requirements of Section 1612 of the Florida Building Code, Building.

Sec. 14-71. Notices and orders.

The Building Official or designee shall issue all necessary notices or orders to ensure compliance with this code.

Sec. 14-72. Inspections.

The Building Official or designee shall make all of the required inspections, or the Building Official shall have the authority to accept Reports Affidavits of inspection by approved agencies, individuals or State of Florida licensed design professionals. Reports Affidavits of such inspection shall be in writing and be certified by the responsible officer of such approved agency or by the responsible individual design professional. The Building Official is authorized to engage such expert opinion as deemed necessary to report upon unusual technical issues that arise, subject to the approval of the Escambia County Administrator.

Sec. 14-73. Identification.

The Building Official or designee shall carry proper identification when inspecting structures or premises in the performance of duties under this code.

Sec. 14-74. Right of entry.

Where it is necessary to make an inspection to enforce the provisions of this code, or where the Building Official or designee has reasonable cause to believe that there exists in a structure or upon a premises a condition which is contrary to or in violation of this code which makes the structure or premises unsafe, dangerous or hazardous, the Building Official or designee is authorized to enter the structure or premises at reasonable times to inspect or to perform the duties imposed by this code, provided that if such structure or premises be occupied that credentials be presented to the occupant and entry requested. If such structure or premises is unoccupied, the Building Official or designee shall first make a reasonable effort to locate the owner or other person having charge or control of the structure or premises and request entry. If entry is refused, the Building Official or designee shall have recourse to the remedies provided by law to secure entry.

Sec. 14-75. Department records.

The Building Official or designee shall keep official records of applications received, permits and certificates issued, fees collected, reports of inspections, and notices and orders issued. Such records shall be retained in the official records for the period required for retention of public records per Chapter 119 of the Florida Statutes, as amended.

Sec. 14-76. Approved materials and equipment.

Materials, equipment and devices approved by the Building Official shall be constructed and installed in accordance with such approval.

Sec. 14-77. Used materials and equipment.

The use of used materials which meet the requirements of this code for new materials is permitted. Used equipment and devices shall not be reused unless approved by the Building Official.

Sec. 14-78. Modifications.

Wherever there are practical difficulties involved in carrying out the provisions of this code, the Building Official shall have the authority to grant modifications for individual cases, upon application of the owner or owner's representative, provided the Building Official shall first find that special individual reason makes the strict letter of this code impractical and the modification is in compliance with the intent and purpose of this code and that such modification does not lessen health, accessibility, life and fire safety, or structural requirements. The details of action granting modifications shall be recorded and entered in the files of the department of building safety, i.e., the Escambia County Building Services Department.

Sec. 14-79. Flood hazard areas.

The Building Official shall coordinate with the floodplain administrator to review requests submitted to the Building Official that seek approval to modify the strict application of the flood resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to Sec. 14-221.

Sec. 14-80. Alternative materials, design and methods of construction and equipment.

The provisions of this code are not intended to prevent the installation of any material or to prohibit any design or method of construction not specifically prescribed by this code, provided that any such alternative has been approved. An alternative material, design or method of construction shall be approved where the Building Official finds that the proposed design is satisfactory and complies with the intent of the provisions of this code, and that the material, method or work offered is, for the purpose intended, not less than the equivalent of that prescribed in this code in quality, strength, effectiveness, fire resistance, durability and safety. Where the alternative material, design or method of construction is not approved,

the Building Official shall respond in writing, stating the reasons why the alternative was not approved.

Sec. 14-81. Research reports.

Supporting data, where necessary to assist in the approval of materials or assemblies not specifically provided for in this code, shall consist of valid research reports from approved sources.

Sec. 14-82. Tests as evidence of compliance.

Whenever there is insufficient evidence of compliance with the provisions of this code, or evidence that a material or method does not conform to the requirements of this code, or in order to substantiate claims for alternative materials or methods, the Building Official shall have the authority to require tests as evidence of compliance to be made at no expense to Escambia County. Test methods shall be as specified in this code or by other recognized test standards. In the absence of recognized and accepted test methods, the Building Official shall approve the testing procedures. Tests shall be performed by an approved agency. Reports of such tests shall be retained by the Building Official for the period required for retention of public records.

Sec. 14-83. Requirements not covered by code.

Any requirements necessary for strength, stability or proper operation of an existing or proposed building, structure, electrical, gas, mechanical or plumbing system, or for the public safety, health and general welfare, not specifically covered by this or other technical codes, shall be determined by the Building Official.

ARTICLE VII. PERMITS

Sec. 14-84. Required.

Any owner or owner's authorized agent who intends to construct, enlarge, alter, repair, move, demolish, or change the occupancy of a building or structure, or to erect, install, enlarge, alter, repair, remove, convert or replace any impact-resistant coverings, electrical, gas, mechanical or plumbing system, the installation of which is regulated by this code, or to cause any such work to be done, shall first make application to the Escambia County Building Services Department and obtain the required permit.

Sec. 14-85. Annual facility permit.

Licensed Division II Contractors as defined in Florida Statutes 489.105 (as amended) as an option, may apply for an annual facility permit in lieu of standard individual permits for work to be performed on existing systems and or facilities. The Escambia County Building Services Department will issue an annual permit for routine or emergency service to install, repair, refurbish, replace, or move systems and or system components that are within the scope of eligible work established by the Escambia County Contractor Competency Board and/or the Escambia County Board of Electrical Examiners. Work performed must be within

the allowable scope of the Division II Contractor's license(s) according to Florida Statutes 489.105, as amended. Contractors must give notice to the owner that their project will be handled through an annual permit. The Building Official shall retain the right to make inspections at the site as deemed necessary. An annual facilities permit shall be assessed with a fee set by Escambia County Board of County Commissioners resolution and shall be valid for one year from date of issuance. When work is finished, the contractor shall complete an affidavit of compliance provided by the Escambia County Building Services Department for each individual project. All affidavits shall be submitted to the Escambia County Building Services Department no more than 30 days after the project is complete. Each affidavit accepted shall be assessed a recording fee. Individual projects are defined by separate addresses.

Any license holder who participates in the annual permit program is subject to removal from the program as a result of disciplinary action by the Escambia County Contractor Competency Board or the Escambia County Board of Electrical Examiners.

Sec. 14-86. Annual Facility permit records.

The person to whom an annual permit is issued shall keep a detailed record of work performed or alterations made under such annual permit. The Building Official shall have access to such records at all times or such records shall be filed with the Escambia County Building Services Department, as designated.

Sec. 14-87. Food permit.

In accordance with section 500.12, Florida Statutes, as amended, a food permit from the Department of Agriculture and Consumer Services is required of any person who operates a food establishment or retail store.

Sec. 14-88. Public swimming pool.

The Escambia County Building Services Department may not issue a building permit to construct, develop, or modify a public swimming pool without proof of application, whether complete or incomplete, for an operating permit pursuant to Section 514.031, Florida Statutes, as amended. A certificate of completion or occupancy may not be issued until such operating permit is issued. The Escambia County Building Services Department shall conduct their review of the building permit application upon filing and in accordance with Chapter 553, Florida Statutes, as amended. The Escambia County Building Services Department may confer with the Department of Health, if necessary, but may not delay the building permit application review while awaiting comment from the Department of Health.

Sec. 14-89. Work exempt from permit.

Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of Escambia County, to include work in any special flood hazard area. Exemptions granted under this section do not

relieve the owner or contractor from their duty to comply with applicable provisions of the Florida Building Code, and requirements of the local floodplain management ordinance. Permits shall not be required for the following:

(a) Building:

1. One-story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provided the floor area does not exceed 120 square feet.

2. At the owner's option, portable one-story detached residential storage sheds not exceeding 400 square feet that do not contain plumbing, electrical, mechanical or gas, may qualify for permit exemption. An application for permit exemption must be completed, reviewed and approved to qualify. For the purposes of this Article, a portable building is a structure including its foundation that sits atop finished ground level or final grade without extending below finished ground level or final grade. A portable building shall have and maintain the capability of being moved without the use of heavy equipment or demolition. A portable building shall be anchored to meet the wind resistance requirements of the current Florida Building Code for the structure's location. This description does not preclude the relevance of other appropriate requirements.

2. Fences of light-frame construction not over 10 feet high. Exemption does not include land use approval from Development Services.

3. Oil derricks.

4. Retaining walls that are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or IIIA liquids.

5. Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2:1.

6. Sidewalks not more than 30 inches above adjacent grade, and not over any basement or story below and are not part of an accessible route.

7. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.

8. Temporary motion picture, television and theater stage sets and scenery.

9. Prefabricated swimming pools accessory to a Group R-3 occupancy that are less than 24 inches deep, do not exceed 5,000 gallons and are installed entirely above ground.

10. Shade cloth structures constructed for nursery or agricultural purposes, not including service systems.

11. Swings and other playground equipment accessory to detached one- and two-family dwellings.

12. Window awnings supported by an exterior wall that do not project more than 54 inches from the exterior wall and do not require additional support of Groups R-3 and U occupancies.

13. Non-fixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

14. Floating Structures.

(b) Electrical:

Repairs and maintenance: Minor repair work, including the replacement of light fixtures, switches, receptacle outlets or the connection of approved portable electrical equipment to approved permanently installed receptacles.

Radio and television transmitting stations: The provisions of this code shall not apply to electrical equipment used for radio and television transmissions but do apply to equipment and wiring for a power supply and the installations of towers and antennas.

Temporary testing systems: A permit shall not be required for the installation of any temporary system required for the testing or servicing of electrical equipment or apparatus.

(c) Gas:

1. Portable heating appliance.

2. Replacement of any minor part that does not alter approval of equipment or make such equipment unsafe.

(d) Mechanical:

1. Portable heating appliance.

2. Portable ventilation equipment.

3. Portable cooling unit.

4. Steam, hot or chilled water piping within any heating or cooling equipment regulated by this code.

5. Replacement of any part that does not alter its approval or make it unsafe.

6. Portable evaporative cooler.

7. Self-contained refrigeration system containing 10 pounds (5 kg) or less of refrigerant and actuated by motors of 1 horsepower (746 W) or less.

8. The installation, replacement, removal or metering of any load management control device.

(e) Plumbing:

1. The stopping of leaks in drains, water, soil, waste or vent pipe, provided, however, that if any concealed trap, drain pipe, water, soil, waste or vent pipe becomes defective and it becomes necessary to remove and replace the same with new material, such work shall be considered as new work and a permit shall be obtained and inspection made as provided in this code.

2. The clearing of stoppages or the repairing of leaks in pipes, valves or fixtures and the removal and reinstallation of water closets, provided such repairs do not involve or require the replacement or rearrangement of valves, pipes or fixtures.

3. Dishwasher changeout of the same type that does not involve new plumbing.

4. Under sink waste/garbage disposal changeout that does not involve new plumbing.

Sec. 14-90. Emergency repairs.

Where equipment replacements and repairs must be performed in an emergency situation, the permit application shall be submitted within the next working business day to the Building Official.

Sec. 14-91. Minor repairs.

Ordinary minor repairs may be made with the approval of the Building Official without a permit, provided the repairs shall not include the cutting away of any wall, partition or portion thereof, the removal or cutting of any structural beam or load-bearing support, or the removal or change of any required means of egress, or rearrangement of parts of a structure affecting the egress requirements; nor shall ordinary repairs include addition to, alteration of, replacement or relocation of any standpipe, water supply, sewer, drainage, drain leader, gas, soil, waste, vent or similar piping, electric wiring systems or mechanical equipment or other work affecting public health or general safety, and such repairs shall not violate any of the provisions of the technical codes.

Sec. 14-92. Public service agencies.

A permit shall not be required for the installation, alteration or repair of generation, transmission, distribution or metering or other related equipment that is under the ownership and control of public service agencies by established right.

Sec. 14-93. Application for permit.

To obtain a permit, the applicant shall first file an application in writing or online as provided by the Escambia County Building Services Department for the purpose described by the applicant.

Permit application must comply with the requirements of Section 713.135(5) and (6), Florida Statutes, as amended.

Each application shall be inscribed with the date of application, and the code in effect as of that date. For a building permit for which an application is submitted prior to the effective date of the Florida Building Code, the state minimum building code in effect on the date of the application governs the permitted work for the life of the permit and any extension granted to the permit.

Sec. 14-94. Action on application.

The Building Official or designee shall examine or cause to be examined applications for permits and amendments thereto within a reasonable time after filing. If the application or the construction documents do not conform to the requirements of pertinent laws, the Building Official or designee shall reject such application in writing, stating the reasons therefor. If the Building Official is satisfied that the proposed work conforms to the requirements of this code and laws and ordinances applicable thereto, the Building Official or designee shall issue a permit therefor as soon as practicable. When authorized through contractual agreement with a school board, in acting on applications for permits, the Building Official or designee shall give first priority to any applications for the construction of, or addition or renovation to, any school or educational facility.

Sec. 14-95. Application by state university, Florida college or public school district.

If a state university, Florida college or public school district elects to use the Escambia County Building Services Department, fees charged by the Escambia County Building Services Department for enforcement of the Florida Building Code on buildings, structures, and facilities of state universities, state colleges, and public school districts shall not be more than the actual labor and administrative costs incurred for plans review and inspections to ensure compliance with the code.

Sec. 14-96. Documentation required prior to issuance of permit.

No permit may be issued for any building construction, erection, alteration, modification, repair, or addition unless the applicant for such permit provides to the Escambia County Building Services Department any of the following documents which apply to the construction for which the permit is to be issued and which shall be prepared by or under the direction of an engineer registered under Chapter 471, Florida Statutes, as amended:

1. Plumbing documents for any new building or addition which requires a plumbing system with more than 250 fixture units or which costs more than $125,000.

2. Fire sprinkler documents for any new building or addition which includes a fire sprinkler system which contains 50 or more sprinkler heads. Personnel as authorized by chapter 633 Florida Statutes, as amended, may design a fire sprinkler system of 49 or fewer heads and may design the alteration of an existing fire sprinkler system if the alteration consists of the relocation, addition or deletion of not more than 49 heads, notwithstanding the size of the existing fire sprinkler system.

3. Heating, ventilation, and air-conditioning documents for any new building or addition which requires more than a 15-ton-per-system capacity which is designed to accommodate 100 or more persons or for which the system costs more than $125,000. This paragraph does not include any document for the replacement or repair of an existing system in which the work does not require altering a structural part of the building or for work on a residential one, two, three or four-family structure.

An air-conditioning system may be designed by an installing air-conditioning contractor certified under Chapter 489, Florida Statutes, as amended, to serve any building or addition which is designed to accommodate fewer than 100 persons and requires an air-conditioning system with a value of $125,000 or less; and when a 15-ton-per system or less is designed for a singular space of a building and each 15-ton system or less has an independent duct system. Systems not complying with the above require design documents that are to be sealed by a professional engineer.

4. Any specialized mechanical, electrical, or plumbing document for any new building or addition which includes a medical gas, oxygen, steam, vacuum, toxic air filtration, halon, or fire detection and alarm system which costs more than $5,000.

5. Electrical documents. See Florida Statutes 471.003(2)(h), as amended. Any electrical or plumbing or air-conditioning and refrigeration system meeting the following thresholds are required to be designed by a Florida Registered Engineer. The system, requires an electrical system with a value of over $125,000; and Requires an aggregate service capacity of over 600 amperes (240 volts) on a residential electrical system or over 800 amperes (240 volts) on a commercial or industrial electrical system.

Documents requiring an engineer seal by this part shall not be valid unless a professional engineer who possesses a valid certificate of registration has signed, dated, and stamped such document as provided in Section 471.025, Florida Statutes, as amended.

6. All public swimming pools and public bathing places defined by and regulated under Chapter 514, Florida Statutes, as amended.

Sec. 14-97. Time limitation of application.

An application for a permit for any proposed work shall be deemed to have been abandoned becoming null and void 180 days after the date of filing, unless such

application has been pursued in good faith or a permit has been issued; except that the Building Official is authorized to grant one or more extensions of time for additional periods not exceeding 90 days each. The extension shall be requested in writing and justifiable cause demonstrated.

Sec. 14-98. Notice of additional restrictions.

The Escambia County Building Services Department may not issue a building permit for any building construction, erection, alteration, modification, repair or addition unless the permit either includes on its face or there is attached to the permit the following statement: "NOTICE: In addition to the requirements of this permit, there may be additional restrictions applicable to this property that may be found in the public records of this county, and there may be additional permits required from other governmental entities such as water management districts, state agencies, or federal agencies."

Sec. 14-99. Timeframe for issuance of building permit for single-family residential dwellings.

A building permit for a single-family residential dwelling must be issued within 30 working days of application therefor unless unusual circumstances require a longer time for processing the application or unless the permit application fails to satisfy the Florida Building Code or Escambia County ordinances.

Sec. 14-100. Identification of minimum premium policy.

Except as otherwise provided in Chapter 440, Florida Statutes, Workers' Compensation, every employer shall, as a condition to receiving a building permit, show proof that it has secured compensation for its employees as provided in Section 440.10 and 440.38, Florida Statutes, as amended.

Sec. 14-101. Asbestos removal.

This section applies to the moving, removal or disposal of asbestos-containing materials on a residential building where the owner occupies the building, the building is not for sale or lease, and the work is performed according to the owner-builder limitations provided in this paragraph. To qualify for exemption under this paragraph, an owner must personally appear and sign the building permit application. The permitting agency shall provide the person with a disclosure statement in substantially the following form:

Disclosure Statement: State law requires asbestos abatement to be done by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property, to act as your own asbestos abatement contractor even though you do not have a license. You must supervise the construction yourself. You may move, remove or dispose of asbestos-containing materials on a residential building where you occupy the building and the building is not for sale or lease, or the building is a farm outbuilding on your property. If you sell or lease such building within 1 year after the asbestos abatement is complete, the law will presume that you intended to sell or lease the

property at the time the work was done, which is a violation of this exemption. You may not hire an unlicensed person as your contractor. Your work must be done according to all local, state and federal laws and regulations which apply to asbestos abatement projects. It is your responsibility to make sure that people employed by you have licenses required by state law and by county or municipal licensing ordinances.

Sec. 14-102. Applicable code for manufactured buildings.

Manufacturers should be permitted to complete all buildings designed and approved prior to the effective date of a new code edition, provided a clear signed contract is in place. The contract shall provide specific data mirroring that required by an application for permit, specifically, without limitation, date of execution, building owner or dealer, and anticipated date of completion. However, the construction activity must commence within 6 months of the contract's execution. The contract is subject to verification by the Department of Business and Professional Regulation.

Sec. 14-103. Public right of way.

A permit shall not be issued by the Escambia County Building Services Department for the construction of any building, or for the alteration of any building where said building is to be changed and such change will affect the exterior walls, bays, balconies, or other appendages or projections fronting on any street, alley or public lane, or for the placing on any lot or premises of any building or structure removed from another lot or premises, unless the applicant has received a right of way permit from the authority having jurisdiction over the street, alley or public lane

Sec. 14-104. Conditions of the permit.

The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of Escambia County. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of Escambia County shall not be valid. The issuance of a permit based on construction documents and other data shall not prevent the Building Official or designee from requiring the correction of errors in the construction documents and other data. The Building Official or designee is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of Escambia County.

Sec. 14-105. Permit intent.

A permit issued shall be construed to be a license to proceed with the work and not as authority to violate, cancel, alter or set aside any of the provisions of the technical codes, nor shall issuance of a permit prevent the Building Official or designee from thereafter requiring a correction of errors in plans, construction or violations of this code. Every permit issued shall become invalid unless the work authorized by such permit is commenced within six months after its issuance, or if the work authorized by such permit is suspended or abandoned for a period of six months after the time the work is commenced.

Sec. 14-106. New permit required after lack of progress or abandonment.

If work has commenced and the permit is revoked, becomes null and void, or expires because of lack of progress or abandonment, a new permit covering the proposed construction shall be obtained before proceeding with the work.

Sec. 14-107. Failure to obtain new permit.

If a new permit is not obtained within 180 days from the date the initial permit became null and void, the Building Official or designee is authorized to require that any work which has been commenced or completed be removed from the building site. Alternately, a new permit may be issued on application, providing the work in place and required to complete the structure meets all applicable regulations in effect at the time the initial permit became null and void and any regulations which may have become effective between the date of expiration and the date of issuance of the new permit.

Sec. 14-108. Work in progress.

Work shall be considered to be in active progress when the permit has received an approved inspection within 180 days. This provision shall not be applicable in case of civil commotion or strike or when the building work is halted due directly to judicial injunction, order or similar process.

Sec. 14-109. Renewal and extension fees.

The fee for renewal, reissuance and extension of a permit shall be set by the Escambia County Board of County Commissioners.

Sec. 14-110. Expiration.

Every permit issued shall become invalid unless the work on the site authorized by such permit is commenced within 180 days after its issuance, or if the work authorized on the site by such permit is suspended or abandoned for a period of 180 days after the time the work is commenced the permit holder and property owner shall be responsible to either complete all work in accordance with the permitted plans and inspection or remove any partially completed work in a safe and code compliant manner. The Building Official or designee is authorized to grant, in writing, one or more extensions of time, for periods not more than 180 days each. The extension shall be requested in writing and justifiable cause demonstrated as determined by the Building Official or designee.

Sec. 14-111. Effect of expired or inactive permits.

The Building Official or designee is authorized to reject new permit applications from a contractor who holds more than 5 expired or inactive permits.

Sec. 14-112. Closed permits.

For the purposes of this subsection, a closed permit shall mean a permit for which all requirements for completion have been satisfied or a permit that has been administratively closed by the Building Official or designee.

Sec. 14-113. Open permits.

For the purposes of this subsection, an open permit shall mean a permit that has not satisfied all requirements for completion as defined in 14-114.

Sec. 14-114. Administrative closure of permits.

The Building Official is authorized to administratively close expired or inactive trade permits after 2 years of expiration when no safety hazard exists, and no code violations have been previously identified.

Sec. 14-115. Closing out or resolving permits.

Closing out or resolving open or expired permits shall be the responsibility of the permit applicant and the property owner. Failure to close out or resolve open permits may be reported to the proper authority by the Building Official.

Sec. 14-116. Denial or revocation.

Whenever a permit required under this section is denied or revoked because the plan, or the construction, erection, alteration, modification, repair, or demolition of a building, is found by the Escambia County Building Services Department to not be in compliance with the Florida Building Code, the Escambia County Building Services Department shall identify the specific plan or project features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant. If the Building Official, inspector, or plans examiner finds that the plans are not in compliance with the Florida Building Code, the Building Official, inspector, or plans examiner shall identify the specific plan features that do not comply with the applicable codes, identify the specific code chapters and sections upon which the finding is based, and provide this information to the permit applicant/holder.

Sec. 14-117. Placement of permit.

A copy of the permit or permit number shall be displayed on the site of the work until the completion of the project.

Sec. 14-118. Temporary toilet facilities for workers.

Suitable temporary toilet facilities as determined by the Building Official in reliance upon normal industry standards shall be provided and maintained in a sanitary condition for the use of workers during construction. Such facilities shall be regularly cleaned and provided in a well-ventilated location and shall be placed at least 15 feet from the side property line of the lot on which it is located and may not be placed in the public right-of-way.

Sec. 14-119. Notice of commencement.

In accordance with Section 713.135, Florida Statutes, as amended, when any person applies for a building permit, the authority issuing such permit shall print on the face of each permit card in no less than 14-point, capitalized, boldfaced

type: “WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE RECORDING YOUR NOTICE OF COMMENCEMENT.”

Sec. 14-120. Asbestos.

The Escambia County Building Services Department shall require each building permit for the demolition or renovation of an existing structure to contain an asbestos notification statement which indicates the owner’s or operator’s responsibility to comply with the provisions of Section 469.003, Florida Statutes, as amended, and to notify the Department of Environmental Protection of his or her intentions to remove asbestos, when applicable, in accordance with state and federal law.

Sec. 14-121. Certificate of protective treatment for prevention of termites.

A weather-resistant job-site posting board shall be provided to receive duplicate treatment certificates as each required protective treatment is completed, providing a copy for the person the permit is issued to and another copy for the building permit files. The treatment certificate shall provide the product used, identity of the applicator, time and date of the treatment, site location, area treated, chemical used, percent concentration and number of gallons used, to establish a verifiable record of protective treatment. If the soil chemical barrier method for termite prevention is used, final exterior treatment shall be completed prior to final building approval.

Sec. 14-122. Notice of termite protection.

A permanent sign which identifies the termite treatment provider and need for reinspection and treatment contract renewal shall be provided. The sign shall be posted near the water heater or electric panel.

Sec. 14-123. Work starting before permit issuance.

Upon approval of the Building Official, the scope of work delineated in the building permit application and plan may be started prior to the final approval and issuance of the permit, provided any work completed is entirely at risk of the permit applicant and the work does not proceed past the first required inspection.

Sec. 14-124. Phased permit approval.

After submittal of the appropriate construction documents, the Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted. The holder of such permit for the foundation or other parts of a building or structure shall proceed at the holder’s own risk with the building operation and without assurance that a permit for the entire structure will

be granted. Corrections may be required to meet the requirements of the technical codes.

Sec. 14-125. Permit issued on basis of an affidavit.

Whenever a permit is issued in reliance upon an affidavit or whenever the work to be covered by a permit involves installation under conditions which, in the opinion of the Building Official, are hazardous or complex, the Building Official shall require that the architect or engineer who signed the affidavit or prepared the drawings or computations shall supervise such work. In addition, they shall be responsible for conformity to the permit, provide copies of inspection reports as inspections are performed, and upon completion make and file with the Building Official written affidavit that the work has been done in conformity to the reviewed plans and with the structural provisions of the technical codes. In the event such architect or engineer is not available, the owner shall employ in his stead a competent person or agency whose qualifications are reviewed by the Building Official. The Building Official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, Florida Statutes, as amended, and that any person conducting inspections is qualified as a building inspector under Part III of Chapter 468, Florida Statutes, as amended.

Exception: Permit issued on basis of an affidavit shall not extend to the flood load and flood resistance requirements of the Florida Building Code.

Sec. 14-126. Opening protection.

When any activity requiring a building permit, not including roof covering replacement or repair work associated with the prevention of degradation of the residence, that is applied for on or after July 1, 2008, and for which the estimated cost is $50,000 or more for a site built single-family detached residential structure that is located in the wind borne debris region as defined in this Code and that has an insured value of $750,000 or more, or, if the site built single-family detached residential structure is uninsured or for which documentation of insured value is not presented, has a just valuation for the structure for purposes of ad valorem taxation of $750,000 or more; opening protections as required within this Code or Florida Building Code, Residential for new construction shall be provided.

Exception: Single family residential structures permitted subject to the Florida Building Code are not required to comply with this section.

Sec. 14-127. Inspection of existing residential building not impacted by construction.

(a) The Escambia County Building Services Department, the Building Official or other official or entity, may not require as a condition of issuance of a one or two-family residential building permit the inspection of any portion of a building, structure, or real property that is not directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought.

(b) This subsection does not apply to a building permit sought for:

1. A substantial improvement as defined in Section 161.54, Florida Statutes, as amended, or as defined in the Florida Building Code.

2. A change of occupancy as defined in the Florida Building Code.

3. A conversion from residential to nonresidential or mixed use pursuant to Section 553.507(2)(a), Florida Statutes, as amended or as defined in the Florida Building Code.

4. A historic building as defined in the Florida Building Code.

(c) This subsection does not prohibit the Escambia County Building Services Department, the Building Official or other official or entity, from:

1. Citing any unsafe condition inadvertently observed in plain view during the ordinary course of an inspection conducted in accordance with the prohibition in paragraph (a).

2. Inspecting a physically nonadjacent portion of a building, structure, or real property that is directly impacted by the construction, erection, alteration, modification, repair, or demolition of the building, structure, or real property for which the permit is sought in accordance with the prohibition in paragraph (a).

3. Inspecting any portion of a building, structure, or real property for which the owner or other person having control of the building, structure, or real property has voluntarily consented to the inspection of that portion of the building, structure, or real property in accordance with the prohibition in paragraph (a).

The provisions of this act are not intended to impose new or additional licensure requirements on persons licensed in accordance with the applicable provisions of Chapter 489, Florida Statutes, as amended.

ARTICLE VIII. FLOOR AND ROOF DESIGN LOADS

Sec. 14-128. Live loads posted.

Where the live loads for which each floor or portion thereof of a commercial or industrial building is or has been designed to exceed 50 psf, such design live loads shall be conspicuously posted by the owner or the owner's authorized agent in that part of each story in which they apply, using durable signs. It shall be unlawful to remove or deface such notices.

Sec. 14-129. Issuance of certificate of occupancy.

A certificate of occupancy required by Article XIII shall not be issued until the floor load signs, required by Section 14-128, have been installed.

Sec. 14-130. Restrictions on loading.

It shall be unlawful to place, or cause or permit to be placed, on any floor or roof of a building, structure or portion thereof, a load greater than is permitted by this code.

ARTICLE IX. SUBMITTAL DOCUMENTS

Sec. 14-131. General.

Submittal documents consisting of construction documents, statement of special inspections, geotechnical report and other data shall be submitted in two or more sets with each permit application. The construction documents shall be prepared by a registered design professional where required by Chapter 471, Florida Statutes, as amended & 61G15 Florida Administrative Code or Chapter 481, Florida Statutes, as amended & 61G1 Florida Administrative Code, as amended. Where special conditions exist, the Building Official or designee is authorized to require additional construction documents to be prepared by a registered design professional.

Exception: The Building Official or designee is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

Sec. 14-132. Construction documents.

Construction documents shall be in accordance with Secs. 14-133 through 14-139.

Sec. 14-133. Information on construction documents.

Construction documents shall be dimensioned and drawn upon suitable material. Electronic media documents are permitted to be submitted when approved by the Building Official or designee. Construction documents shall be of sufficient clarity to indicate the location, nature and extent of the work proposed and show in detail that it will conform to the provisions of this code and relevant laws, ordinances, rules and regulations, as determined by the Building Official. Such drawings and specifications shall contain information, in the form of notes or otherwise, as to the quality of materials, where quality is essential to conformity with the technical codes. Such information shall be specific, and the technical codes shall not be cited as a whole or in part, nor shall the term "legal" or its equivalent be used as a substitute for specific information. All information, drawings, specifications and accompanying data shall bear the name and signature of the person responsible for the design.

Sec. 14-134. Fire protection system shop drawings.

Shop drawings for the fire protection system(s) shall be submitted to indicate conformance to this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information

as required by the referenced installation standards in Chapter 9 of the Florida Building Code, Building.

Sec. 14-135. Means of egress.

The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress including the path of the exit discharge to the public way in compliance with the provisions of this code. In other than occupancies in Groups R-2, R-3, and I-1, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

Sec. 14-136. Exterior wall envelope.

Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required, including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings.

The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.

Sec. 14-137. Site plan.

The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines and existing structures, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The Building Official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

Sec. 14-138. Retention of site plans.

For the purpose of inspection and record retention, site plans for a building may be maintained in the form of an electronic copy at the worksite. These plans must be open to inspection by the Building Official or a duly authorized representative, as required by the Florida Building Code.

Sec. 14-139. Structural information.

The construction documents shall provide the information specified in Section 1603 of the Florida Building Code, Building.

Sec. 14-140. Basic wind speed and wind-borne debris.

Pursuant to Section 1609 of the Florida Building Code, Building as established by Florida Statute 553.73, as amended, the following basic wind speed lines and wind-borne debris region are hereby established within Escambia County:

Wind-borne debris region:

Areas where the ultimate design wind speed V_{ult} is 140 mph or greater.

Basic wind speed:

Design wind speeds shall be established pursuant to Section 1609.3 of the Florida Building Code, Building.

Risk Category I:

Risk Category I Buildings defined in Table 1604.5, Florida Building Code, as buildings and other structures that represent low hazard to human life in the event of failure, including but not limited to: agricultural facilities, certain temporary facilities, minor storage facilities and screen enclosures.

130 MPH wind speed line runs from the intersection of Canoe Creek and Escambia River. Continues West along Canoe Creek to the Alabama State line.

140 MPH wind speed line runs from eastern Escambia County line and Interstate 10. Continues along Interstate 10 to the Alabama State line.

150 MPH wind speed line runs from the eastern Escambia County line and the shoreline of the Gulf of Mexico. Continues West along the Gulf of Mexico shoreline across the Pensacola Bay pass and continues West along the Gulf of Mexico shoreline to the Alabama state line.

Risk Categories II and III:

Risk Categories II and III Buildings and structures not including health care facilities defined in Table 1604.5, Florida Building Code, as Buildings and other structures except those listed in Risk Categories I, III, and IV. This category includes single-family residences.

140 MPH wind speed line runs from the intersection of Canoe Creek and Escambia River. Continues West along Canoe Creek to the Alabama State line.

150 MPH wind speed line runs from eastern Escambia County line and Interstate 10. Continues along Interstate 10 to the Alabama State line.

160 MPH wind speed line runs from the eastern Escambia County line and the shoreline of the Gulf of Mexico. Continues West along the Gulf of Mexico shoreline

across the Pensacola Bay pass and continues West along the Gulf of Mexico shoreline to the Alabama state line.

Risk Categories III and IV:

Risk Categories III and IV Buildings and structures defined in Table 1604.5, Florida Building Code, as Buildings and other structures that represent a substantial hazard to human life in the event of failure, including but not limited to: public assemblies, educational facilities with an occupancy greater than 250, colleges with an occupancy greater than 500, or Group I-2 occupancies; emergency responder facilities, including fire rescue and other structures having critical national defense functions.

150 MPH wind speed line runs from the intersection of Canoe Creek and Escambia River. Continues West along Canoe Creek to the Alabama State line.

160 MPH wind speed line runs from eastern Escambia County line and Interstate 10. Continues along Interstate 10 to the Alabama State line.

170 MPH wind speed line runs from the eastern Escambia County line and the shoreline of the Gulf of Mexico. Continues West along the Gulf of Mexico shoreline across the Pensacola Bay pass and continues West along the Gulf of Mexico shoreline to the Alabama state line.

Wind speed maps available online or at the Escambia County Building Services Department.

Sec. 14-141. Examination of documents.

The Building Official shall examine or cause to be examined the accompanying submittal documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Exceptions:

1. Building plans approved pursuant to Section 553.77(5), Florida Statutes, as amended, and state-approved manufactured buildings are exempt from local codes enforcing agency plan reviews except for provisions of the code relating to erection, assembly or construction at the site. Erection, assembly and construction at the site are subject to local permitting and inspections. Photocopies of plans approved according to FAC 61-41.009, Florida Administrative Code, as amended, shall be sufficient for local permit application documents of record for the modular building portion of the permitted project.

2. Industrial construction on sites where design, construction and fire safety are supervised by appropriately licensed design and inspection professionals and which contain adequate in-house fire departments and rescue squads is exempt, subject to approval by the Building Official or designee, from review of plans and inspections, providing the appropriate licensed design and inspection

professionals certify that applicable codes and standards have been met and supply appropriate approved drawings to local building and fire-safety inspectors.

Sec. 14-142. Approval of construction documents.

When the Building Official or designee issues a permit, the construction document shall be approved, in writing or by stamp, as “Reviewed for Code Compliance.” One set of construction documents so reviewed shall be retained by the Building Official or designee. The other set shall be returned to the applicant, shall be kept at the site of work and shall be open to inspection by the Building Official or a duly authorized representative.

Sec. 14-143. Master Plans or Documents.

Any Division I contractor in compliance with Florida Statutes 489.105, as amended, may participate in the Escambia County Building Services Master Plan Program. The Master Plan Program is only applicable to construction of single-family dwellings. To participate, a qualifying contractor must submit a completed master plan application along with drawings for review. Compliant drawings are given an identification code and filed as master plans for program use and records retention. Master plans on file must be updated to reflect any changes in regulations. Failure to update plans will suspend approval.

Sec. 14-144. Master Plans permitting procedures.

The following are procedures for obtaining a permit using the master plans program:

1. A participating contractor must submit an application along with an identical copy of the master plan on file.
2. Submitted plans and documents will be checked for consistency.
3. Accurate plans will receive approval stamps including permit number for placement at the job site.
4. All other agency approvals are required for final approval.
5. Normal inspection procedures apply.

Sec. 14-145. Previous approvals.

This code shall not require changes in the construction documents, construction or designated occupancy of a structure for which a lawful permit has been heretofore issued or otherwise lawfully authorized, and the construction of which has been pursued in good faith within 180 days after the effective date of this code and has not been abandoned.

Sec. 14-146. Phased approval.

The Building Official is authorized to issue a permit for the construction of foundations or any other part of a building or structure before the construction documents for the whole building or structure have been submitted, provided that adequate information and detailed statements have been filed complying with pertinent requirements of this code. The holder of such permit for the foundation

or other parts of a building or structure shall proceed at the holder's own risk with the building operation and without assurance that a permit for the entire structure will be granted.

Sec. 14-147. Design professional in responsible charge.

Where it is required that documents be prepared by a registered design professional, the Building Official or designee shall be authorized to require the owner or the owner's authorized agent to engage and designate on the building permit application a registered design professional who shall act as the registered design professional in responsible charge. If the circumstances require, the owner or the owner's authorized agent shall designate a substitute registered design professional in responsible charge who shall perform the duties required of the original registered design professional in responsible charge. The Building Official shall be notified in writing by the owner or the owner's authorized agent if the registered design professional in responsible charge is changed or is unable to continue to perform the duties.

The registered design professional in responsible charge shall be responsible for reviewing and coordinating submittal documents prepared by others, including phased and deferred submittal items, for compatibility with the design of the building.

Sec. 14-148. Deferred submittals.

For the purposes of this section, deferred submittals are defined as those portions of the design that are not submitted at the time of the application and that are to be submitted to the Building Official or designee.

Deferral of any submittal items shall have the prior approval of the Building Official or designee. The registered design professional in responsible charge shall list the deferred submittals on the construction documents for review by the Building Official or designee.

Documents for deferred submittal items shall be submitted to the registered design professional in responsible charge who shall review them and forward them to the Building Official with a notation indicating that the deferred submittal documents have been reviewed and found to be in general conformance to the design of the building. The deferred submittal items shall not be installed until the deferred submittal documents have been approved by the Building Official or designee.

Sec. 14-149. Certifications by contractors.

Certifications by contractors authorized under the provisions of Section 489.115(4)(b), Florida Statutes, as amended, shall be considered equivalent to sealed plans and specifications by a person licensed under Chapter 471, Florida Statutes, as amended, or Chapter 481 Florida Statutes, as amended, by local enforcement agencies for plans review for permitting purposes relating to compliance with the wind-resistance provisions of the code or alternate methodologies approved by the Florida Building Commission for one and two-

family dwellings. The Building Official or designee may rely upon such certification by contractors that the plans and specifications submitted conform to the requirements of the code for wind resistance. Upon good cause shown, local government code enforcement agencies may accept or reject plans sealed by persons licensed under Chapters 471, 481 or 489, Florida Statutes, as amended.

Sec. 14-150. Minimum plan review criteria for buildings.

The examination of the documents by the Building Official or designee shall include the following minimum criteria and documents: a floor plan; site plan; foundation plan; floor/roof framing plan or truss layout; all fenestration penetrations; flashing; and rough opening dimensions; and all exterior elevations:

Commercial Buildings:

Building

1. Site requirements:
   - Parking
   - Fire access
   - Vehicle loading
   - Driving/turning radius
   - Fire hydrant/water supply/post indicator valve (PIV)
   - Set back/separation (assumed property lines)
   - Location of specific tanks, water lines and sewer lines
   - Flood hazard areas, flood zones, and design flood elevations

2. Occupancy group and special occupancy requirements shall be determined.

3. Minimum type of construction shall be determined (see Table 503 of the Florida Building Code).

4. Fire-resistant construction requirements shall include the following components:
   - Fire-resistant separations
   - Fire-resistant protection for type of construction
   - Protection of openings and penetrations of rated walls
   - Fire blocking and draftstopping and calculated fire resistance

5. Fire suppression systems shall include:
   - Early warning smoke evacuation systems Schematic fire sprinklers
   - Standpipes
   - Pre-engineered systems
   - Riser diagram
   - Same as above.

6. Life safety systems shall be determined and shall include the following requirements:
   - Occupant load and egress capacities
   - Early warning
   - Smoke control

Stair pressurization
Systems schematic

7. Occupancy load/egress requirements shall include:
   Occupancy load
   Gross
   Net
   Means of egress
   Exit access
   Exit
   Exit discharge
   Stairs construction/geometry and protection
   Doors
   Emergency lighting and exit signs
   Specific occupancy requirements
   Construction requirements
   Horizontal exits/exit passageways

8. Structural requirements shall include:
   Soil conditions/analysis
   Termite protection
   Design loads
   Wind requirements
   Building envelope
   Impact resistant coverings or systems
   Structural calculations (if required)
   Foundation
   Flood requirements in accordance with Section 1612 of the Florida Building Code, Building including lowest floor elevations, enclosures, flood damage-resistant materials
   Wall systems
   Floor systems
   Roof systems
   Threshold inspection plan
   Stair systems

9. Materials shall be reviewed and shall at a minimum include the following:
   Wood
   Steel
   Aluminum
   Concrete
   Plastic
   Glass
   Masonry
   Gypsum board and plaster
   Insulating (mechanical)

Roofing
Insulation
Building envelope portions of the Energy Code (including calculation and mandatory requirements)

10. Accessibility requirements shall include the following:
    Site requirements
    Accessible route
    Vertical accessibility
    Toilet and bathing facilities
    Drinking fountains
    Equipment
    Special occupancy requirements
    Fair housing requirements

11. Interior requirements shall include the following:
    Interior finishes (flame spread/smoke development)
    Light and ventilation (including corresponding portion of the energy code)
    Sanitation

12. Special systems:
    Elevators
    Escalators
    Lifts

13. Swimming pools:
    Barrier requirements
    Spas
    Wading pools

14. Location and installation details. The specific location and installation details of each fire door, fire damper, ceiling damper and smoke damper shall be shown and properly identified on the building plans by the designer.

Electrical

1. Electrical:
    Wiring
    Services
    Feeders and branch circuits
    Overcurrent protection
    Grounding
    Wiring methods and materials
    GFCIs
    Electrical portions of the Energy Code (including calculation and mandatory requirements)

2. Equipment

3. Special occupancies

4. Emergency systems

5. Communication systems

6. Low voltage

7. Load calculations

8. Design flood elevation

Plumbing

1. Minimum plumbing facilities

2. Fixture requirements

3. Water supply piping

4. Sanitary drainage

6. Water heaters

6. Vents

7. Roof drainage

8. Back flow prevention

9. Irrigation

10. Location of water supply line

11. Grease traps

12. Environmental requirements

13. Plumbing riser

14. Design flood elevation

15. Water/plumbing portions of the Energy Code (including calculation and mandatory requirements)

Mechanical

1. Mechanical portions of the Energy calculations

2. Exhaust systems:
   Clothes dryer exhaust
   Kitchen equipment exhaust
   Specialty exhaust systems

3. Equipment

4. Equipment location

5. Make-up air

6. Roof-mounted equipment

7. Duct systems

8. Ventilation

9. Combustion air

10. Chimneys, fireplaces and vents

11. Appliances

12. Boilers

13. Refrigeration

14. Bathroom ventilation

15. Laboratory

16. Design flood elevation

Gas

1. Gas piping

2. Venting

3. Combustion air

4. Chimneys and vents

5. Appliances

6. Type of gas

7. Fireplaces

8. LP tank location

9. Riser diagram/shutoffs

10. Design flood elevation

11. Gas portions of the Energy Code (including calculation and mandatory requirements)

Demolition

1. Asbestos removal

Residential (one and two-family):

2. Site requirements:
   Set back/separation (assumed property lines)
   Location of septic tanks

3. Fire-resistant construction (if required)

4. Fire

5. Smoke detector locations

6. Egress window size and location stairs construction requirements

7. Structural requirements shall include:
   Wall section from foundation through roof, including assembly and materials connector tables wind requirements structural calculations (if required)

8. Termite protection

9. Design loads

10. Wind requirements

11. Building envelope

12. Foundation

13. Wall systems

14. Floor systems

15. Roof systems

16. Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, and flood damage-resistant materials

17. Accessibility requirements: show/identify accessible bath

18. Impact resistant coverings or systems

19. Residential Energy Code submittal (including calculation and mandatory requirements)

Manufactured buildings/housing
1. Site requirements

2. Setback/separation (assumed property lines)

3. Location of septic tanks (if applicable)

4. Structural

5. Wind zone

6. Anchoring

7. Blocking

8. Plumbing

9. List potable water source

10. Mechanical

11. Exhaust systems

12. Clothes dryer exhaust

13. Kitchen equipment exhaust

14. Electrical exterior disconnect location

Exemptions
Plans examination by the Building Official shall not be required for the following work:

1. Replacing existing equipment such as mechanical units, water heaters, etc.

2. Reroofs

3. Minor electrical, plumbing and mechanical repairs

4. Annual maintenance permits

5. Prototype plans (except for local site adaptions, siding, foundations and/or modifications and except for structures that require waiver).

6. Manufactured buildings plan (except for foundations and modifications of buildings on site and as listed above in manufactured buildings/housing).

Sec. 14-151. Amended construction documents.

Work shall be installed in accordance with the approved construction documents, and any changes or revisions made during construction that are not in compliance with the approved construction documents shall be resubmitted for approval as an amended set of construction documents.

Sec. 14-152. Retention of construction documents.

One set of approved construction documents shall be retained by the Building Official for a period of not less than 180 days from date of completion of the permitted work, or as required by state or local laws.

Sec. 14-153. Affidavits.

The Building Official may accept a sworn affidavit from a registered architect or engineer stating that the plans submitted conform to the technical codes. For buildings and structures, the affidavit shall state that the plans conform to the laws as to egress, type of construction and general arrangement and, if accompanied by drawings, show the structural design and that the plans and design conform to the requirements of the technical codes as to strength, stresses, strains, loads and stability. The Building Official may without any examination or inspection accept such affidavit, provided the architect or engineer who made such affidavit agrees to submit to the Building Official copies of inspection reports as inspections are performed and upon completion of the structure, electrical, gas, mechanical or plumbing systems a certification that the structure, electrical, gas, mechanical or plumbing system has been erected in accordance with the requirements of the technical codes. Where the Building Official relies upon such affidavit, the architect or engineer shall assume full responsibility for compliance with all provisions of the technical codes and other pertinent laws or ordinances. The Building Official shall ensure that any person conducting plans review is qualified as a plans examiner under Part XII of Chapter 468, Florida Statutes, as amended, and that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes, as amended.

Sec. 14-154. Building permits issued on the basis of an affidavit.

Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Parts 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Secs. 14-125 and 14-153, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.

ARTICLE X. TEMPORARY STRUCTURES AND USES

Sec. 14-155. General.

The Building Official is authorized to issue a permit for temporary structures and temporary uses. Such permits shall be limited as to time of service but shall not be permitted for more than 180 days. The Building Official is authorized to grant extensions for demonstrated cause.

Sec. 14-156. Conformance.

Temporary structures and uses shall comply with the requirements in Section 3103 of the Florida Building Code, Building.

Sec. 14-157. Temporary power.

The Building Official is authorized to give permission to temporarily supply and use power in part of an electric installation before such installation has been fully completed and the final certificate of completion has been issued. The part covered by the temporary certificate shall comply with the requirements specified for temporary lighting, heat or power in Chapter 27 of the Florida Building Code, Building.

Sec. 14-158. Termination of approval.

The Building Official is authorized to terminate such permit for a temporary structure or use and to order the temporary structure or use to be discontinued.

Sec. 14-159. Temporary toilet facilities for workers.

Suitable temporary toilet facilities shall be provided and regularly maintained in a sanitary condition for workers during construction. Such facilities shall be regularly cleaned and provided in a well-ventilated location and shall be placed at least 15 feet from the side property line of the lot on which it is located and may not be placed in the public right-of-way.

Exception: Other suitable facilities regularly maintained in a sanitary condition and approved by the Building Official or designee.

ARTICLE XI. FEES

Sec. 14-160. Payment of fees.

A permit shall not be valid until the fees prescribed by law have been paid, nor shall an amendment to a permit be released until the additional fee, if any, has been paid.

Sec. 14-161. Schedule of permit fees.

On buildings, structures, electrical, gas, mechanical, and plumbing systems or alterations requiring a permit, as well as other services provided. A fee shall be paid as required, in accordance with the schedule as established by the Escambia County Board of County Commissioners.

Sec. 14-162. Types of Fees Enumerated.

Fees may be charged for, but not limited to, the following:

Permits;
Permit exemption request;
Permit renewals;
Plans examination;
Plans Revisions;
Re-inspections;
After hours inspections;
Temporary certificates;
Records requests;
Certificates of competency (including fees for applications, examinations, renewal, late renewal, and reciprocity);
Administrative fees (including fees for investigative and legal costs incurred in the context of certain disciplinary cases heard by the board);
Appeals requests;
Administrative appeals;
Violations; and
Other fees as established by local resolution or ordinance.

Sec. 14-163. Building permit valuations.

The applicant for a permit shall provide an estimated permit value at time of application if requested by the Building Official. Permit valuations shall include total value of work, including materials and labor, for which the permit is being issued, such as electrical, gas, mechanical, plumbing equipment and permanent systems. If, in the opinion of the Building Official or designee, the valuation is underestimated on the application, the permit shall be denied, unless the applicant can show detailed estimates to meet the approval of the Building Official. Final building permit valuation shall be set by the Building Official.

Sec. 14-164. Work commencing before permit issuance.

Any person who commences any work on a building, structure, electrical, gas, mechanical or plumbing system before obtaining the necessary permits or without prior approval from the Building Official as permitted in Sec. 14-91 or 14-123 shall be subject to a fee established by the Building Official that shall be in addition to the required permit fees or as provided by local ordinance. This provision shall not apply to emergency work when delay would clearly have placed life or property in imminent danger. But in all such cases the required permit(s) must be applied for within three (5) business days and any unreasonable delay in obtaining those permit(s) shall result in the charge of a double fee. The payment of a double fee shall not preclude or be deemed a substitute for prosecution for commencing work without first obtaining a permit. The Building Official may grant extensions of time or waive fees when justifiable cause has been demonstrated in writing.

Sec. 14-165. Related fees.

The payment of the fee for the construction, alteration, removal or demolition for work done in connection to or concurrently with the work authorized by a building permit shall not relieve the applicant or holder of the permit from the payment of other fees that are prescribed by law.

Sec. 14-166. Refunds.

The Building Official is authorized to establish a refund policy.

ARTICLE XII. INSPECTIONS

Sec. 14-167. General.

Construction or work for which a permit is required shall be subject to inspection by the Building Official or designee and such construction or work shall remain accessible and exposed for inspection purposes until approved.

Approval as a result of an inspection shall not be construed to be an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction. Inspections presuming to give authority to violate or cancel the provisions of this code or of other ordinances of the jurisdiction shall not be valid. It shall be the duty of the permit holder to cause the work to remain accessible and exposed for inspection purposes. The Building Official or designee shall be authorized to require a boundary line survey prepared by a qualified surveyor whenever the boundary lines cannot be readily determined in the field. Neither the Building Official, Building Services staff nor Escambia County shall be liable for expense entailed in the removal or replacement of any material required to allow for a required inspection.

Sec. 14-168. Manufacturers and fabricators.

When deemed necessary by the Building Official or designee, may require an inspection of materials or assemblies at the point of manufacture or fabrication. A

record shall be made of every such examination and inspection and of all violations of the technical codes.

Sec. 14-169. Inspection service.

The Building Official may make, or cause to be made, the inspections required by this Article. The Building Official may accept reports and affidavits of independent inspectors or of recognized inspection services, provided that after investigation he/she is satisfied as to their licensure, qualifications and reliability. A certificate required by any provision of this code shall not be based on such reports unless the same are recorded by the building code inspector or the architect or engineer performing building code inspections in a manner specified by the Building Official. The Building Official shall ensure that all persons making such inspections shall be certified in accordance to Chapter 468 Florida Statues, as amended.

Sec. 14-170. Preliminary inspection.

Before issuing a permit, the Building Official is authorized to examine or cause to be examined buildings, structures and sites for which an application has been filed.

Sec. 14-171. Required inspections.

The Building Official upon notification from the permit holder or his or her agent shall make the following inspections, or any other such inspection as deemed necessary and shall either release that portion of the construction or shall notify the permit holder or his or her agent of any violations which must be corrected in order to comply with the technical codes. The Building Official shall determine the timing and sequencing of when inspections occur and what elements are inspected at each inspection.

(a) Building

(1) Foundation Inspection

Foundation inspection shall be in accordance with Secs. 14-172 through 14-198. Inspections shall be made after trenches are excavated, any required reinforcing steel is in place, forms erected and shall at a minimum include the following building components:

(a) Stem-wall
(b) Monolithic slab-on-grade
(c) Piling/pile caps
(d) Footers/grade beams

(2) Slab Inspection

Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

A foundation/Form board survey prepared and certified by a registered surveyor may be required, prior to approval of the slab inspection. The survey shall certify placement of the building on the site, illustrate all surrounding setback dimensions and shall be available at the job site for review by the building inspector. In lieu of providing a survey, the contractor may elect to uncover all property line markers and string-up all property lines in preparation for inspection.

In flood hazard areas, upon placement of the lowest floor, including basement, and prior to further vertical construction, the elevation certification shall be submitted to the Escambia County Building Services Department.

(3) Wind Load Inspection

To be made after all sheathing including roof sheathing, exterior doors and windows, weather barriers, flashings, connectors and bracing are installed and complete.

(4) Framing Inspection

To be made after the roof, all framing, fire blocking and bracing is in place. All components that will be concealed, including wiring, pipes, chimneys, ducts, vents, rough electrical, rough plumbing, and insulation are approved. At a minimum the framing inspection shall include the following building components:

(a) Window/door framing
(b) Vertical cells/columns
(c) Lintel/tie beams
(d) Framing/trusses/bracing/connectors (including truss layout and engineered drawings)
(e) Draft stopping/fire blocking
(f) Curtain wall framing
(g) Accessibility
(h) Fire rated assemblies
(i) Verify rough opening dimensions are within tolerances.

(5) Roofing Inspection

Shall at a minimum be made in at least two inspections and include the following building components:

(a) Roof coverings (including In Progress as necessary)
(b) Flashing

(6) Re-Roof sheathing Inspection

An affidavit with a notarized signature of a state or locally licensed roofing contractor for the installation of additional sheathing fasteners and secondary

water barrier as required by the Existing Building Code may be accepted at the discretion of the Building Official.

(7) Final Inspection

To be made after the building is completed and ready for occupancy. In flood hazard areas, as part of the final inspection, a final certification of the lowest floor elevation shall be submitted to the authority having jurisdiction.

(8) Swimming Pool Inspection

First inspection to be made after excavation and installation of reinforcing steel, bonding and main drain and prior to placing of concrete shell.

(a) Steel reinforcement inspection
(b) Underground electric inspection.
(c) Underground piping inspection including a pressure test.
(d) Underground electric inspection under deck area (including the equipotential bonding)
(e) Underground piping inspection under deck area.
(f) Deck inspection: to be made prior to installation of the deck material (with forms, deck drains, and any reinforcement in place
(g) Safety Inspection; Made prior to filling the pool with the bonding connections made, the proper drain covers installed and the final barriers installed.
(h) Final pool piping.
(i) Final Electrical inspection.
(j) Final inspection to be made when the swimming pool is complete and all required enclosure requirements are in place.

In order to pass final inspection and receive a certificate of completion, a residential swimming pool must meet the requirements relating to pool safety features as described in Section 454.2.17. of the Florida Building Code, Building.

(9) Demolition Inspections

First inspection to be made after all utility connections have been disconnected and secured in such manner that no unsafe or unsanitary conditions shall exist during or after demolition operations.

Final inspection to be made after all demolition work is completed.

(10) Manufactured Building Inspections

The building department shall inspect construction of foundations; connecting buildings to foundations; installation of parts identified on plans as site installed items, joining the modules, including utility crossovers; utility connections from the building to utility lines on site; and any other work done on site which requires compliance with the Florida Building Code. Additional inspections may

be required for public educational facilities (see Section 453.27.20 of the Florida Building Code, Building).

(11) Impact Resistant Coverings or Impact Resistant Systems

Where impact resistant coverings or impact resistant systems are installed, the permit holder shall schedule inspections of impact resistant coverings or impact resistant systems to determine the following:

(a) The system indicated on the plans was installed.
(b) The system is installed in accordance with the manufacturer's installation instructions and the product approval.

(b) Electrical

(1) Slab/underground inspection. To be made after trenches or ditches are excavated, conduit or cable installed, and before any backfill is put in place.

(2) Rough-in inspection. To be made after the roof, framing, fireblocking and bracing is in place and prior to placement of insulation and wall or ceiling membranes

(3) Final inspection. To be made after the building is complete, all required electrical fixtures are in place and properly connected or protected, and the structure is ready for occupancy.

(4) Existing Swimming Pools. To be made after all repairs or alterations are complete, all required electrical equipment, GFCI protection, and equipotential bonding are in place on said alterations or repairs.

(c) Plumbing

(1) Slab/underground. To be made after trenches or ditches are excavated, piping installed, and before any backfill is put in place.

(2) Plumbing stack/rough-in inspection. To be made after the roof, framing, fireblocking and bracing is in place and all soil, waste and vent piping is complete, and prior to placement of insulation and wall or ceiling membranes.

(3) Final inspection. To be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

Note: See Section 312 of the Florida Building Code, Plumbing for required tests.

(d) Mechanical

(1) Underground inspection. To be made after trenches or ditches are excavated, underground duct and fuel piping installed, and before any backfill is put in place.

(2) Rough-in inspection. To be made after the roof, framing, fire blocking and bracing are in place and all ducting, and other concealed components are complete, and prior to the installation of wall or ceiling membranes.

(3) Final inspection. To be made after the building is complete, the mechanical system is in place and properly connected, and the structure is ready for occupancy.

(e) Gas

(1) Rough piping inspection. To be made after all new piping authorized by the permit has been installed, and before any such piping has been covered or concealed or any fixtures or gas appliances have been connected.

(2) Final piping inspection. To be made after all piping authorized by the permit has been installed and after all portions which are to be concealed by plastering or otherwise have been so concealed, and before any fixtures or gas appliances have been connected. This inspection shall include a pressure test.

(3) Final inspection. To be made on all new gas work authorized by the permit and such portions of existing systems as may be affected by new work or any changes, to ensure compliance with all the requirements of this code and to assure that the installation and construction of the gas system is in accordance with reviewed plans.

(f) Site Debris

(1) The contractor and/or owner of any active or inactive construction project shall be responsible for the clean-up and removal of all construction debris or any other miscellaneous discarded articles during the course of the construction project and prior to receiving final inspection approval. Construction job sites must be kept clean and in a safe condition at all times.

(2) All debris shall be kept in such a manner as to prevent it from being spread by any means.

Sec. 14-172. Footing and foundation inspection.

Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

Sec. 14-173. Concrete slab and under-floor inspection.

Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

Sec. 14-174. Lowest floor elevation.

In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification shall be submitted to the Building Official.

Sec. 14-175. Frame inspection.

Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.

Sec. 14-176. Lath, gypsum board and gypsum panel product inspection.

Lath, gypsum board and gypsum panel product inspections shall be made after lathing, gypsum board and gypsum panel products, interior and exterior, are in place, but before any plastering is applied or gypsum board and gypsum panel product joints and fasteners are taped and finished.

Exception: Gypsum board and gypsum panel products that are not part of a fire-resistance-rated assembly or a shear assembly.

Sec. 14-177. Fire and smoke-resistant penetrations.

Protection of joints and penetrations in fire-resistance rated assemblies, smoke barriers and smoke partition shall not be concealed from view until inspected and approved.

Sec. 14-178. Energy efficiency inspections.

Energy efficiency requirements shall be checked throughout the required inspection process to determine compliance with FBC, Energy Conservation with the approved energy code submittal (by appropriate trade) and corresponding mandatory requirements, shall include, but not be limited to: corresponding envelope insulation R- and U-values, fenestration U-value and Solar Heat Gain Coefficient, duct system R-value, and HVAC, lighting, electrical and water-heating equipment efficiency.

Sec. 14-179. Other inspections.

In addition to the inspections specified in Secs. 14-171 through 14-178, the Building Official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

Sec. 14-180. Special inspections.

RESERVED.

Sec. 14-181. Final inspection.

The final inspection shall be made after all work required by the building permit is completed.

Sec. 14-182. Flood hazard documentation.

If located in a flood hazard area, all elevation certificates and any other pertinent data shall be submitted to the Building Official or designee prior to the final inspection.

Sec. 14-183. Energy Code documentation.

If required by energy code path submittal, confirmation that commissioning result requirements have been received by building owner.

Sec. 14-184. Termites.

Building components and building surroundings required to be protected from termite damage in accordance with Section 1503 and Section 2304 of the Florida Building Code, Building specifically required to be inspected for termites in accordance with Section 2114 or required to have chemical soil treatment in accordance with Section 1816 shall not be covered or concealed until the release from the Building Official has been received.

Sec. 14-185. Impact resistant coverings or systems.

Where impact resistant coverings or systems are installed to meet requirements of this code, the Building Official shall schedule adequate inspections of impact resistant coverings or systems to determine the following:

(a) The system indicated on the plans was installed.

(b) The system is installed in accordance with the manufacturer's installation instructions and the product approval.

Sec. 14-186. Inspection agencies.

The Building Official or designee is authorized to accept affidavits and reports from qualified Architects, Engineers and approved inspection agencies, provided that individuals and agencies are in compliance with Florida Statutes.

Sec. 14-187. Inspection requests.

It shall be the duty of the permit holder or their duly authorized agent to request an inspection when work is ready for inspection. It shall be the duty of the permit holder to provide access to and means for inspections of such work that are required by this code.

Sec. 14-188. Approval required.

Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval. The Building Official or designee, upon notification, shall make the requested inspections and shall either indicate the

portion of the construction that is satisfactory as completed, or notify the permit holder or his or her agent wherein the same fails to comply with this code. Any portions that do not comply shall be corrected and such portion shall not be covered or concealed until authorized by the Building Official or designee.

Sec. 14-189. Shoring.

For threshold buildings, shoring and associated formwork or falsework shall be designed and inspected by a Florida licensed professional engineer, prior to any required mandatory inspections by the threshold building inspector.

Sec. 14-190. Structural inspections of threshold buildings.

The enforcing agency shall require a special inspector (i.e., engineer or architect) to perform structural inspections on a threshold building pursuant to a structural inspection plan prepared by the engineer or architect of record. The structural inspection plan must be submitted to the enforcing agency prior to the issuance of a building permit for the construction of a threshold building. The purpose of the structural inspection plans is to provide specific inspection procedures and schedules so that the building can be adequately inspected for compliance with the permitted documents. The special inspector may not serve as a surrogate in carrying out the responsibilities of the Building Official, the architect, or the engineer of record. The contractor's contractual or statutory obligations are not relieved by any action of the special inspector.

Sec. 14-191. Conformance with shoring and reshoring plans.

The special inspector shall determine that a professional engineer who specializes in shoring design has inspected the shoring and reshoring for conformance with the shoring and reshoring plans submitted to the enforcing agency. A fee simple title owner of a building, which does not meet the minimum size, height, occupancy, occupancy classification, or number-of-stories criteria which would result in classification as a threshold building under Section 553.71(7), Florida Statutes, as amended, may designate such building as a threshold building, subject to more than the minimum number of inspections required by the Florida Building Code.

Sec. 14-192. Costs of employing a special inspector.

The fee simple title owner of a threshold building shall select and pay all costs of employing a special inspector, but the special inspector shall be responsible to the enforcement agency. The inspector shall be a person certified, licensed or registered under Chapter 471, Florida Statutes, as an engineer or under Chapter 481, Florida Statutes, as an architect.

Sec. 14-193. Affirmation of special inspector.

The special inspector, upon completion of the building and prior to the issuance of a certificate of occupancy, file a signed and sealed statement with the enforcement agency in substantially the following form: “To the best of my knowledge and belief, the above described construction of all structural load-bearing components

complies with the permitted documents, and the shoring and reshoring conforms to the shoring and reshoring plans submitted to the enforcement agency."

Sec. 14-194. Proposal to install alternate structural product or system.

Any proposal to install an alternate structural product or system to which building codes apply shall be submitted to the Escambia County Building Services Department for review for compliance with the codes and made part of the recorded set of permit documents.

Sec. 14-195. Recordkeeping of shoring and reshoring documents.

All shoring and reshoring procedures, plans and details shall be submitted to the enforcement agency for recordkeeping. Each shoring and reshoring installation shall be supervised, inspected and certified to be in compliance with the shoring documents by the contractor.

Sec. 14-196. Affirmation of architect or engineer of record.

All plans for the building which are required to be signed and sealed by the architect or engineer of record contain a statement that, to the best of the architect's or engineer's knowledge, the plans and specifications comply with the applicable minimum building codes and the applicable fire-safety standards as determined by the local authority in accordance with this Section and Chapter 633, Florida Statutes, as amended.

Sec. 14-197. License requirement for named contractor.

No enforcing agency may issue a building permit for construction of any threshold building except to a licensed general contractor, as defined in Section 489.105(3)(a), Florida Statutes, as amended, or to a licensed building contractor, as defined in Section 489.105(3)(b), Florida Statutes, as amended, within the scope of her or his license. The named contractor to whom the building permit is issued shall have the responsibility for supervision, direction, management and control of the construction activities on the project for which the building permit was issued.

Sec. 14-198. Minimum structural inspection of threshold buildings.

The building department may allow a special inspector to conduct the minimum structural inspection of threshold buildings required by this code, Section 553.73, Florida Statutes, as amended, without duplicative inspection by the building department. The Building Official is responsible for ensuring that any person conducting inspections is qualified as a building inspector under Part XII of Chapter 468, Florida Statutes, as amended, or certified as a special inspector under Chapter 471 or 481, Florida Statutes, as amended. Inspections of threshold buildings required by Section 553.79(5), Florida Statutes, as amended, are in addition to the minimum inspections required by this code.

ARTICLE XIII. CERTIFICATE OF OCCUPANCY

Sec. 14-199. Use and occupancy.

A building or structure shall not be used or occupied, and a change in the existing use or occupancy classification of a building or structure or portion thereof shall not be made, until the Building Official or designee has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other laws and ordinances of Escambia County and the State of Florida.

Exception: Certificates of occupancy are not required for work exempt from permits under Sec. 14-91.

Sec. 14-200. Certificate issued.

After the Building Official or designee inspects the building or structure and finds no violations of the provisions of this code and all required approvals are obtained from other departments and agencies, the Building Official or designee is authorized to issue a certificate of occupancy that contains the following:

1. The building permit number.

2. The address of the structure.

3. The name and address of the owner or the owner's authorized agent.

4. A description of that portion of the structure for which the certificate is issued.

5. A statement that the described portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

6. For buildings and structures in flood hazard areas, a statement that documentation of the as-built lowest floor elevation has been provided and is retained in the records of the authority having jurisdiction

7. The name of the Building Official.

8. The edition of the code under which the permit was issued.

9. The use and occupancy, in accordance with the provisions of Chapter 3.

10. The type of construction as defined in Chapter 6.

11. The design occupant load.

12. If an automatic sprinkler system is provided, whether the sprinkler system is required.

13. Any special stipulations and conditions of the building permit.

Sec. 14-201. Temporary occupancy.

The Building Official or designee is authorized to issue a temporary certificate of occupancy before the completion of the entire work covered by the permit, provided that such portion or portions shall be occupied safely. The Building Official shall set a time period during which the temporary certificate of occupancy is valid.

Sec. 14-202. Revocation.

The Building Official or designee is authorized to, in writing, suspend or revoke a certificate of occupancy or completion issued under the provisions of this code wherever the certificate is issued in error, or on the basis of incorrect information supplied, or where it is determined that the building or structure or portion thereof is in violation of any ordinance or regulation or any of the provisions of this code.

Sec. 14-203. Certificate of Completion.

A Certificate of Completion is proof that a structure or system is complete and for certain types of permits is released for use and may be connected to a utility system. This certificate does not grant authority to occupy a building, such as shell building, prior to the issuance of a Certificate of Occupancy.

ARTICLE XIV. SERVICE UTILITIES

Sec. 14-204. Connection of service utilities.

No person shall make connections from a utility, source of energy, fuel or power to any building or system that is regulated by this code for which a permit is required, until released by the Building Official.

Sec. 14-205. Temporary connection.

The Building Official shall have the authority to authorize the temporary connection of the building or system to the utility source of energy, fuel or power.

Sec. 14-206. Authority to disconnect service utilities.

The Building Official shall have the authority to authorize disconnection of utility service to the building, structure or system regulated by this code and the referenced codes and standards set forth in Sec. 14-33 in case of emergency where necessary to eliminate an immediate hazard to life or property or when such utility connection has been made without the approval required by Sec. 14-204 or 14-205. The Building Official shall notify the serving utility, and wherever possible the owner and occupant of the building, structure or service system of the decision to disconnect prior to taking such action. If not notified prior to disconnecting, the owner or occupant of the building, structure or service system shall be notified in writing, as soon as practical thereafter.

ARTICLE XV. ADVISORY BOARD AND BOARD OF APPEALS

Sec. 14-207. General.

The Escambia County Contractor Competency Board shall serve as the advisory board to the Escambia County Building Services Department and the Building Official. The Escambia County Contractor Competency Board shall also serve as the Escambia County Building Code Board of Appeals in order to hear and decide appeals of orders, decisions or determinations made by the Building Official relative to the application and interpretation of this code.

Sec. 14-208. Limitations on authority.

An application for appeal shall be based on a claim that the true intent of this code or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed. The advisory board shall have no authority to waive requirements of this code.

ARTICLE XVI. VIOLATIONS

Sec. 14-209. Unlawful acts.

It shall be unlawful for any person, firm or corporation to erect, construct, alter, extend, repair, move, remove, demolish or occupy any building, structure or equipment regulated by this code, or cause same to be done, in conflict with or in violation of any of the provisions of this code.

Sec. 14-210. Notice of violation.

The Building Official or designee is authorized to serve a notice of violation/correction, or order on the person responsible for the erection, construction, alteration, extension, repair, moving, removal, demolition or occupancy of a building or structure in violation of the provisions of this code, or in violation of a permit or certificate issued under the provisions of this code. Such order shall direct the discontinuance of the illegal action or condition and the abatement of the violation.

Sec. 14-211. Prosecution of violation.

If the notice of violation/correction is not complied with promptly, the Building Official is authorized to request the Escambia County Attorney to institute the appropriate proceeding at law or in equity to restrain, correct or abate such violation, or to require the removal or termination of the unlawful occupancy of the building or structure in violation of the provisions of this code or of the order or direction made pursuant thereto.

Sec. 14-212. Violation penalties.

Any person who violates a provision of this code or fails to comply with any of the requirements thereof or who erects, constructs, alters or repairs a building or structure in violation of the approved construction documents or directive of the

Building Official, or of a permit or certificate issued under the provisions of this code, shall be subject to a penalty of two times the permit fee.

ARTICLE XVII. STOP WORK ORDER

Sec. 14-213. Authority.

Whenever the Building Official finds any work regulated by this code being performed in a manner either contrary to the provisions of this code or dangerous or unsafe, the Building Official is authorized to issue a stop work order.

Sec. 14-214. Issuance.

The stop work order shall be in writing and shall be given to the owner of the property involved, the owner's authorized agent or the person performing the work. A copy shall also be posted at the work site. Upon issuance of a stop work order, the cited work shall immediately cease. The stop work order shall state the reason for the order and the conditions under which the cited work will be permitted to resume.

Sec. 14-215. Unlawful continuance.

Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be subject to penalties as prescribed by law.

ARTICLE XVIII. UNSAFE STRUCTURES AND EQUIPMENT

Sec. 14-216. Conditions.

Structures or existing equipment that are or hereafter become unsafe, unsanitary or inadequate means of egress, or which constitute a fire hazard, or are otherwise dangerous to human life or the public welfare, or that involve illegal or improper occupancy or inadequate maintenance resulting in an unsafe condition, shall be deemed unsafe. Unsafe structures shall be taken down and removed or made safe, as the Building Official or designee deems necessary and as provided for in this Section.

Sec. 14-217. Record.

The Building Official or designee shall cause a report to be filed on an unsafe condition. The report shall state the occupancy of the structure and the nature of the unsafe condition.

Sec. 14-218. Notice.

If an unsafe condition is found, the Building Official or designee shall serve on the owner, agent or person in control of the structure, a written notice that describes the condition and required repairs or improvements to be made to abate the unsafe condition, or that requires the unsafe structure to be demolished within a stipulated time. Such notice shall require the person thus notified to declare immediately to the Building Official acceptance or rejection of the terms of the order.

Sec. 14-219. Method of service.

Such notice shall be deemed properly served if a copy thereof is (a) delivered to the owner personally; (b) sent by certified or registered mail addressed to the owner at the last known address with the return receipt requested; or (c) delivered in any other manner as prescribed by local law. If the certified or registered letter is returned showing that the letter was not delivered, a copy thereof shall be posted in a conspicuous place in or about the structure affected by such notice. Service of such notice in the foregoing manner upon the owner's agent or upon the person responsible for the structure shall constitute service of notice upon the owner.

Sec. 14-220. Restoration.

Where the structure or equipment determined to be unsafe by the Building Official is restored to a safe condition, to the extent that repairs, alterations or additions are made or a change of occupancy occurs during the restoration of the structure, such repairs, alterations, additions and change of occupancy shall comply with the requirements of Sec. 14-91 and the Florida Building Code, Existing Building.

ARTICLE XIX. FLOODPLAIN MANAGEMENT

Sec. 14-221. Floodplain management.

Floodplain management shall be in accordance with the county floodplain management ordinance (Code of Ordinances of Escambia County, Florida, Volume II, Part III - Land Development Code, Chapter 4, Article 2, Floodplain Management).

(a) *Flood elevation survey:* Buildings or structures having habitable spaces as defined by National Flood Insurance Program (NFIP) 59 and 60 and which are located in a special flood area as designated on flood insurance rate maps (FIRM) or floodway maps shall have the finished first floor elevation or elevation of bottom of lowest horizontal member in V-zones as shown on these maps. "Lowest floor" means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Section 60.3 of the NFIP. Upon completion of the finished first floor and prior to the framing inspection, the contractor or owner shall file a flood elevation certificate, FEMA, Form O.M.B. No. 3067-0077. The certificate must be done, certified, and sealed by a Florida registered engineer or land surveyor, showing the elevation of the finished first floor or elevation of bottom of lowest horizontal member in V-zones of the building or structure, including wave height, as well as the other requirements indicated thereon. No variations shall be granted for finished first floor constructed at elevations lower than those established by FIRM unless owner, builder or their agent has obtained approval of such variation from the Escambia County Contractor Competency Board prior to the commencement of construction.

"Violation" means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in Section 60.3(b)(5), (c)(4), (c)(10), (d)(3), (e)(2), (e)(4), or (e)(5) of the NFIP is presumed to be in violation until such time as that documentation is provided.

(b) *Records of certificates of survey:* All flood elevation certificate(s), FEMA form O.M.B. No. 3067-0077 shall be permanently maintained with building permit files.

(c) *Minimum Elevation Requirements:*

(1) The minimum elevation requirements shall be as specified in ASCE 24 or the base flood elevation plus 3 feet, whichever is higher.

(2) All buildings and structures shall be elevated so that the lowest portion of all structural members supporting the lowest floor, with the exception of piling, pile caps, columns, grade beams, mat and raft foundations, and bracing, is elevated to or above the base flood elevation plus 3 feet or the design flood elevation, whichever is higher.

(d) All of the requirements of Section R322 of the Florida Building Code, Residential apply to all special flood hazard areas of Escambia County, including Pensacola Beach and the Town of Century.

Sec. 14-222. Floodplain requirements for Pensacola Beach.

(a) Floodplain requirements for Pensacola Beach are under the jurisdiction of Santa Rosa Island Authority (SRIA). These requirements are in addition to 14-221.

(b) *Definitions*.

(1) SUBSTANTIAL DAMAGE. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed 50 percent of the market value of the building or structure before the damage occurred

(2) SUBSTANTIAL IMPROVEMENT. Any combination of repair, reconstruction, rehabilitation, alteration, addition or improvement of a building or structure taking place during a 10-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the structure before the improvement or repair is started. For each building or structure, the 10-year period begins on the date of the first permit issued for improvement or repair of that building or structure subsequent to the date of this ordinance. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either:

a. Any project for improvement of a building required to correct existing health, sanitary or safety code violations identified by the Escambia County Building Official and that are the minimum necessary to assure safe living conditions.

b. Any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

(c) *Structural Requirements of Commercial Buildings*.

Structural requirements shall include:

Flood requirements in accordance with Section 1612 of the Florida Building Code, Building including lowest floor elevations, enclosures, flood damage-resistant materials, and non-conversion lease amendment.

(d) *Structural Requirements of Residential Buildings (one- and two-family).*

Structural requirements shall include:

Flood hazard areas, flood zones, design flood elevations, lowest floor elevations, enclosures, equipment, flood damage-resistant materials, and non-conversion lease amendment.

(e) *Coastal High Hazard Areas*.

All buildings and structures within the jurisdiction of the SRIA shall be designed and constructed in accordance with the requirements of ASCE 24 applicable to coastal high hazard areas.

(f) *Minimum Elevation Requirements*.

(1) The minimum elevation requirements shall be as specified in ASCE 24 or the base flood elevation plus 3 feet, whichever is higher.

(2) All buildings and structures shall be elevated so that the lowest portion of all structural members supporting the lowest floor, with the exception of piling, pile caps, columns, grade beams, mat and raft foundations, and bracing, is elevated to or above the base flood elevation plus 3 feet or the design flood elevation, whichever is higher.

(g) *Cross Bracing*.

Cross bracing shall not be permitted unless a building or structure does not have walls designed to break away and provided the bracing is located above the base flood elevation plus 3 feet or the design flood elevation, whichever is higher, and provided such bracing is perpendicular to the shoreline. Cross bracing shall not be used as part of the structural calculations to meet the required design criteria.

(h) *Prohibitions*.

(1) Basement floors that are below grade on all sides are prohibited.

(2) The use of fill for structural support is prohibited.

(i) *Minor Grading*.

Minor grading, and the placement of minor quantities of fill, shall be permitted for landscaping and for drainage purposes under and around buildings and for support of parking slabs, pool decks, patios and walkways.

Exception*:* Walls and partitions enclosing areas below the design flood elevation shall meet the requirements of Section R322 of the Florida Building Code, Residential.

(j) *Walls and Partitions Below Design Flood Elevation*.

Walls and partitions are permitted below the elevated floor, provided that such walls and partitions are not part of the structural support of the building or structure and:

(1) Electrical, mechanical, and plumbing system components are not to be mounted on or penetrate through walls that are designed to break away under flood loads; and

(2) The walls are constructed with insect screening or open lattice; or

(3) The walls are designed to break away or collapse without causing collapse, displacement or other structural damage to the elevated portion of the building or supporting foundation system. Such walls, framing and connections shall have a design safe loading resistance of not less than 10 and no more than 20 pounds per square foot; or

(4) Where wind loading values of this code exceed 20 pounds per square foot, the construction documents shall include documentation prepared and sealed by a registered design professional that:

a. The walls and partitions below the design flood elevation have been designed to collapse from a water load less than that which would occur during the design flood.

b. The elevated portion of the building and supporting foundation system have been designed to withstand the effects of wind and flood loads acting simultaneously on all building components (structural and nonstructural). Water loading values used shall be those associated with the design flood. Wind loading values used shall be those required by this code.

(5) Walls shall be provided with flood openings that meet the criteria in Section R322 of the Florida Building Code, Residential.

Sec. 14-223. Variances in flood hazard areas.

Pursuant to Section 553.73(5), Florida Statutes, as amended, the variance procedures adopted in the local floodplain management ordinance shall apply to requests submitted to the Building Official for variances.

Section 2. Severability.

If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by any Court or 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_____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk to the Circuit Court

BY: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kia M. Johnson, ACA

Date: 04-01-2020

(Seal)

Enacted:

Filed with Department of State:

Effective:

Pam Childers

Clerk of the Circuit Court and Comptroller, Escambia County

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

AI-17758 **Clerk & Comptroller's Report 12. 1.**
BCC Regular Meeting **Consent**
Meeting Date: 05/07/2020
Issue: TDT Collection Data for the February 2020 Returns
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of TDT Collection Data for the February 2020 Returns Received in March 2020

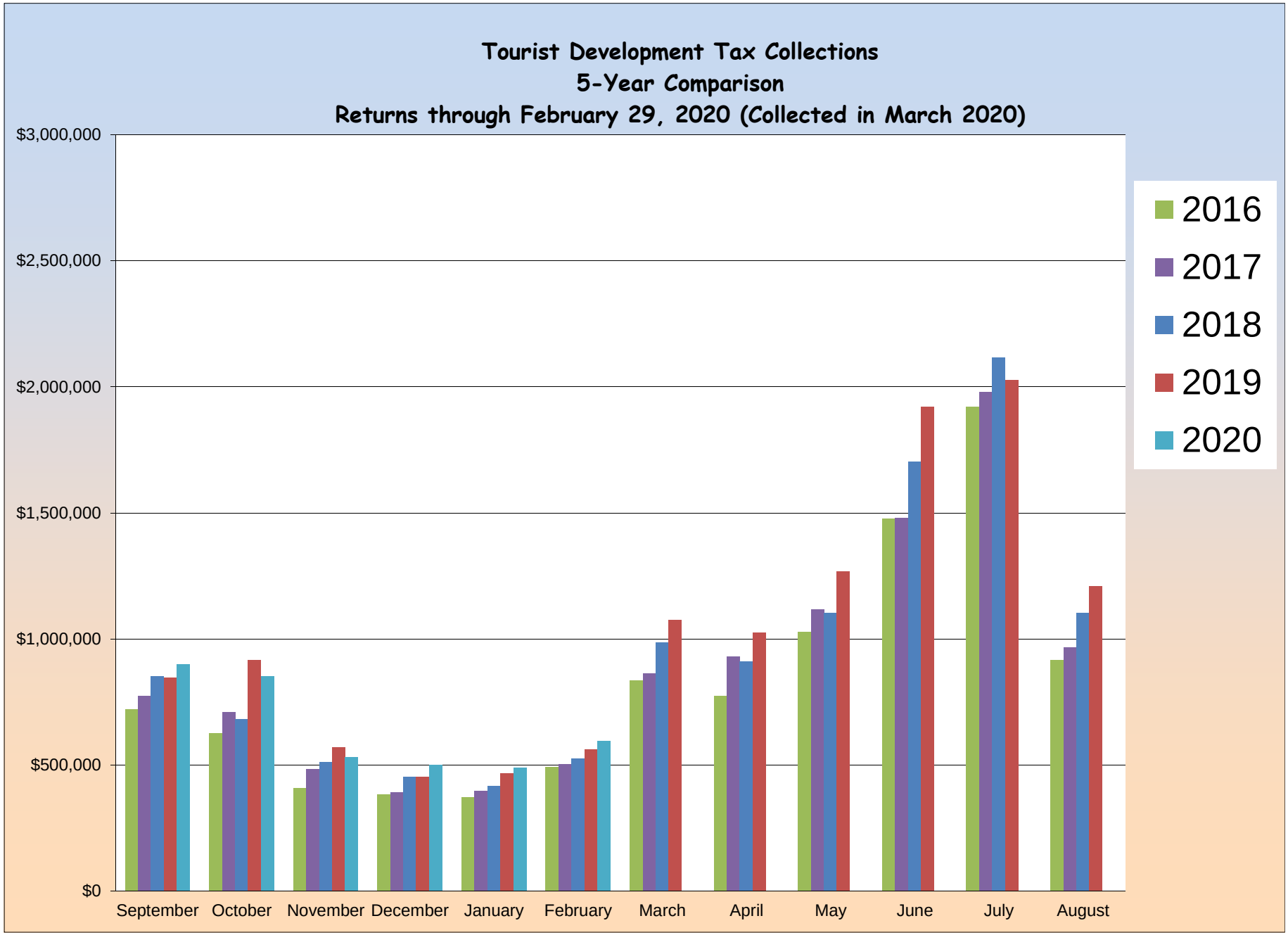
That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collections Data for the February 2020 returns received in the month of March 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the sixth month of collections for the fiscal year 2020. Total collected for the month of February 2020 Returns was $594,649.64. This is a 6.02% increase from February 2019 Returns. Total collections year to date are 1.33% more than the comparable time frame in Fiscal Year 2019.

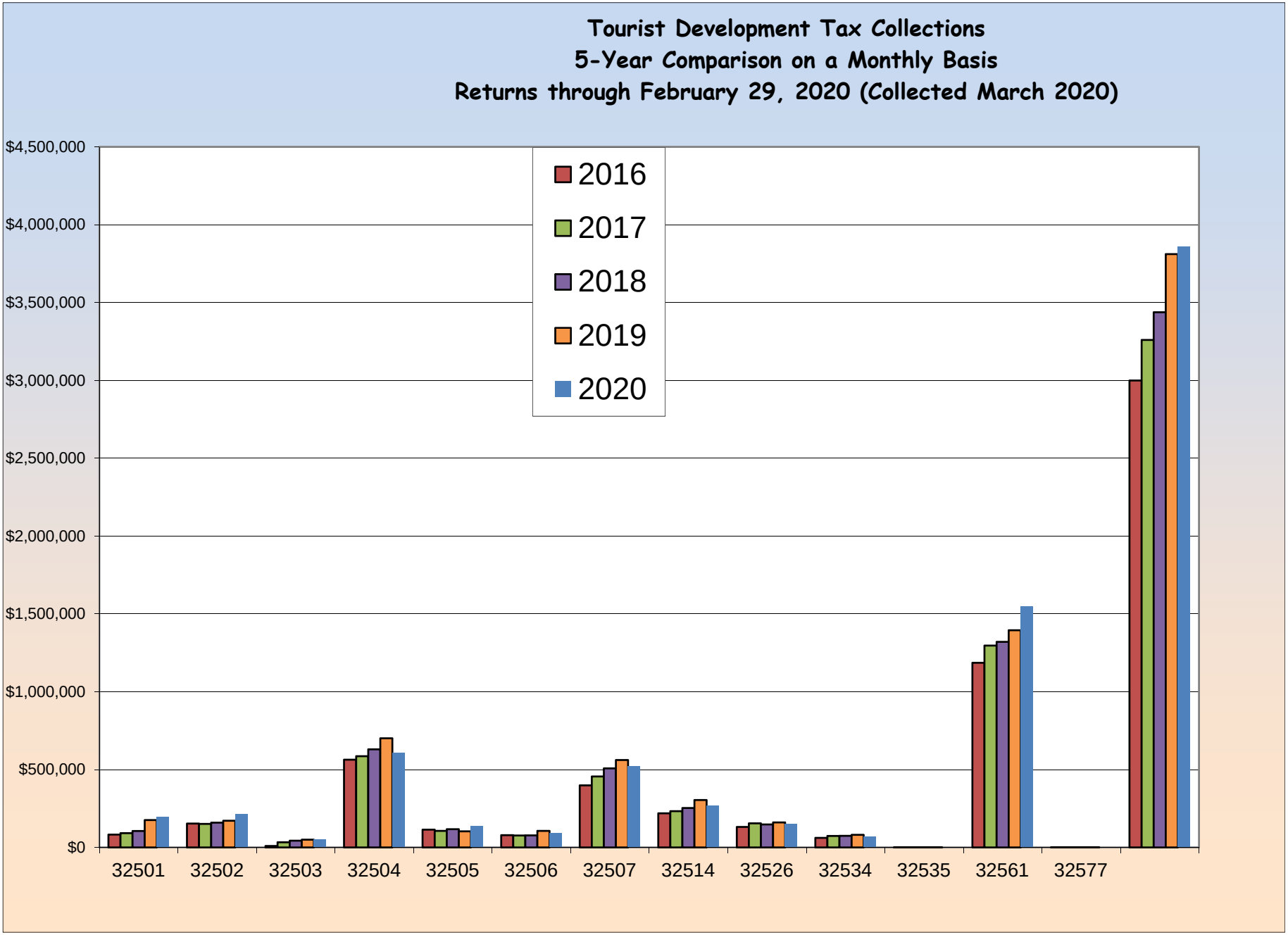
Attachments

February 2020 TDT Returns Collected March 2020 ADA

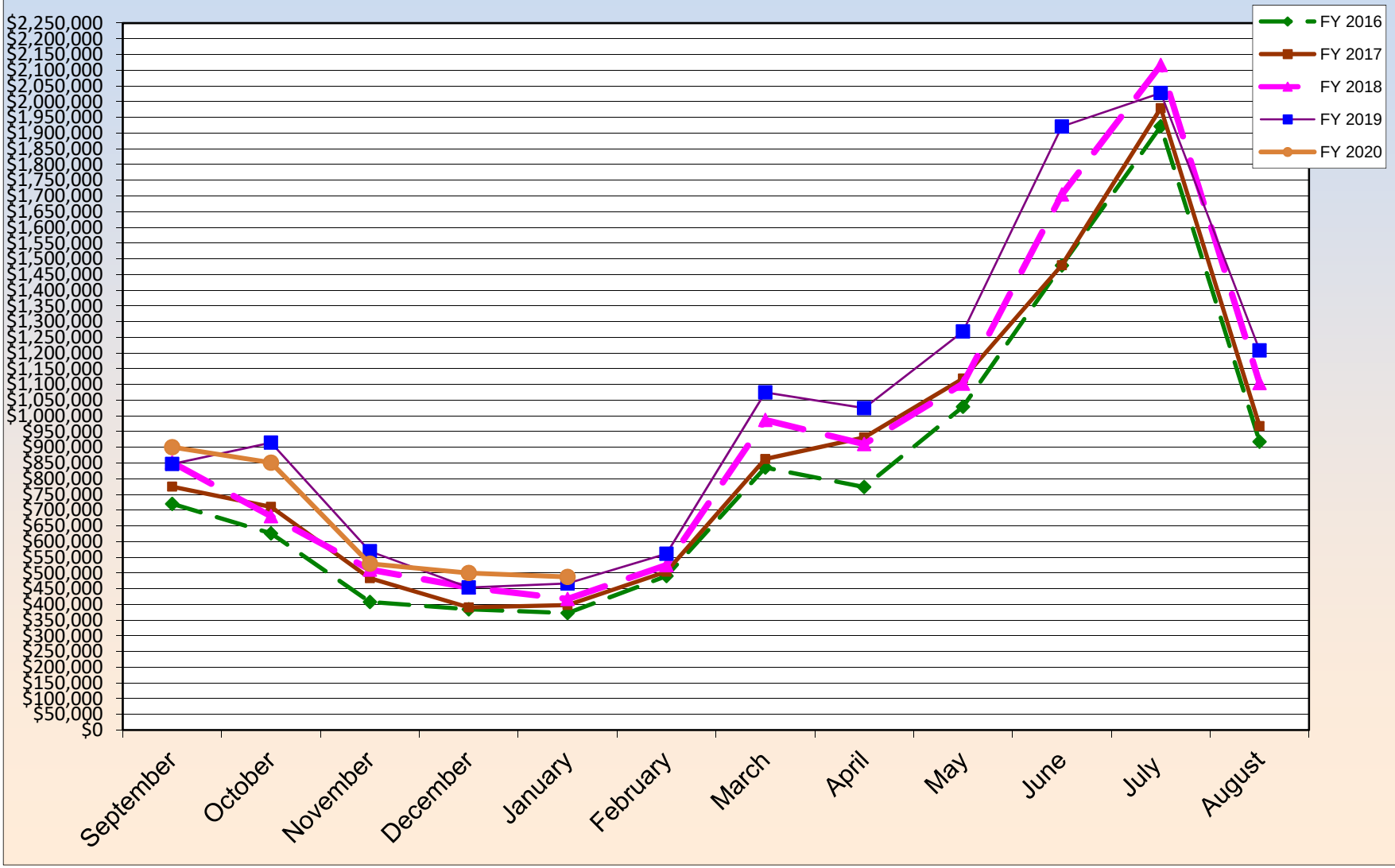
FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
REPORTED IN FISCAL YEAR FORMAT
ESCAMBIA COUNTY FLORIDA
AS OF MARCH 2020

Zip Code	Fiscal Year 2020 YTD Collected	Fiscal Year 2019 YTD Collected	Difference	% Change
32501	196,883	175,930	20,953	12%
32502	216,112	171,523	44,589	26%
32503	51,253	50,104	1,149	2%
32504	606,302	700,895	(94,593)	-13%
32505	135,742	103,589	32,153	31%
32506	92,579	106,447	(13,868)	-13%
32507	524,472	561,119	(36,647)	-7%
32514	266,748	304,339	(37,591)	-12%
32526	153,683	160,438	(6,755)	-4%
32534	68,499	80,794	(12,295)	-15%
32535	1,176	979	197	20%
32561	1,548,564	1,395,000	153,564	11%
32562	-	-	-	0%
32577	$ 85	189	(104)	-55%
Total	**$ 3,862,097**	**$ 3,811,346**	**$ 50,751**	1%


Tourist Development Tax Collections
5-Year Comparison
Returns through February 29, 2020 (Collected in March 2020)
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
September
October
November
December
January
February
March
April
May
June
July
August
2016
2017
2018
2019
2020


Tourist Development Tax Collections
5-Year Comparison on a Monthly Basis
Returns through February 29, 2020 (Collected March 2020)
$4,500,000
$4,000,000
$3,500,000
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
$500,000
$0
2016
2017
2018
2019
2020
32501
32502
32503
32504
32505
32506
32507
32514
32526
32534
32535
32561
32577

TOURIST DEVELOPMENT TAX
5 YEAR TRENDLINE
FY 2016 - FY 2020
Returns through February 29,2020 (Collected in March 2020)



FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2020
AS OF March 2020

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy outh of I-10 includi Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/19	$ 38,864	4%	$ 43,390	5%	$ 10,319	1%	$ 115,910	13%	$ 18,785	2%
11/19	$ 38,278	4%	$ 41,085	5%	$ 9,174	1%	$ 115,176	14%	$ 41,340	5%
12/19	$ 28,981	5%	$ 32,775	6%	$ 8,157	2%	$ 95,180	18%	$ 15,598	3%
01/20	$ 27,940	6%	$ 28,419	6%	$ 7,593	2%	$ 82,570	17%	$ 16,314	3%
02/20	$ 26,779	5%	$ 30,489	6%	$ 6,869	1%	$ 87,718	18%	$ 20,850	4%
03/20	$ 36,041	6%	$ 39,954	7%	$ 9,141	2%	$ 109,748	18%	$ 22,854	4%
Total	**$ 196,883**	**5%**	**$ 216,112**	**6%**	**$ 51,253**	1%	**$ 606,302**	**16%**	**$ 135,742**	**4%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/19	$ 15,041	2%	$ 140,739	16%	$ 53,089	6%	$ 27,938	3%	$ 15,692	2%
11/19	$ 15,812	2%	$ 130,228	15%	$ 50,990	6%	$ 25,889	3%	$ 12,521	1%
12/19	$ 12,799	2%	$ 57,418	11%	$ 45,649	9%	$ 23,753	4%	$ 9,957	2%
01/20	$ 11,218	2%	$ 51,924	10%	$ 41,781	8%	$ 35,639	7%	$ 10,800	2%
02/20	$ 21,968	5%	$ 71,109	15%	$ 39,347	8%	$ 23,983	5%	$ 8,689	2%
03/20	$ 15,740	3%	$ 73,054	12%	$ 35,890	6%	$ 16,481	3%	$ 10,840	2%
Total	**$ 92,579**	2%	**$ 524,472**	14%	**$ 266,748**	7%	**$ 153,683**	4%	**$ 68,499**	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/19	$ 174	0%	$ 420,258	47%	$ -	0%	$ -	0%	$ 900,200	100%
11/19	$ 265	0%	$ 370,064	43%	$ -	0%	$ 67	0%	$ 850,890	100%
12/19	$ 188	0%	$ 198,784	38%	$ -	0%	$ 18	0%	$ 529,257	100%
01/20	$ 211	0%	$ 185,432	37%	$ -	0%	$ -	0%	$ 499,840	100%
02/20	$ 146	0%	$ 149,314	31%	$ -	0%	$ -	0%	$ 487,261	100%
03/20	$ 193	0%	$ 224,712	38%	$ -	0%	$ -	0%	$ 594,650	100%
Total	**$ 1,176**	0%	**$ 1,548,564**	40%	**$ -**	0%	**$ 85**	0%	**$ 3,862,097**	

FOUR PERCENT TOURIST DEVELOPMENT TAX COLLECTION DATA
ESCAMBIA COUNTY FLORIDA
FISCAL YEAR 2019
AS OF March 2019

	Zip Code									
	32501		32502		32503		32504		32505	
Month of Collection	Downtown Area	% OF Total	Other Downtown Area	% OF Total	Cordova Mall & South Area	% OF Total	Davis & Scenic Hwy South of I-10 including Airport Area	% OF Total	South of Michigan Av East of Mobile Hwy West of Pace Blvd	% OF Total
10/18	**33,060**	4%	**29,038**	3%	**8,340**	1%	**120,568**	14%	**16,401**	2%
11/18	**33,959**	4%	**40,218**	4%	**10,154**	1%	**159,394**	17%	**29,404**	3%
12/18	**27,415**	5%	**26,588**	5%	**8,206**	1%	**116,496**	20%	**15,901**	3%
01/19	**28,240**	6%	**23,782**	5%	**7,469**	2%	**91,184**	20%	**15,205**	3%
02/19	**23,598**	5%	**24,054**	5%	**7,452**	2%	**104,269**	22%	**12,833**	3%
03/19	**29,658**	5%	**27,844**	5%	**8,483**	2%	**108,984**	19%	**13,846**	2%
Total	**175,930**	**5%**	**171,523**	**5%**	**50,104**	1%	**700,895**	**18%**	**103,589**	**3%**

	Zip Code									
	32506		32507		32514		32526		32534	
Month of Collection	Lillian Hwy & Highway 98 Area	% OF Total	Bayou Chico to Perdido Key South of Sorrento Area	% OF Total	Palafox & Scenic Hwy North of I-10 Area	% OF Total	Mobile Hwy North of Michigan Avenue Area	% OF Total	I-10 & Pensacola Blvd North Area	% OF Total
10/18	**23,343**	3%	**148,106**	17%	**47,657**	6%	**25,767**	3%	**13,922**	2%
11/18	**27,659**	3%	**145,682**	16%	**64,824**	7%	**37,969**	4%	**18,767**	2%
12/18	**16,253**	3%	**68,914**	12%	**50,181**	9%	**29,878**	5%	**14,944**	3%
01/19	**11,089**	2%	**46,182**	10%	**46,077**	10%	**23,426**	5%	**13,288**	3%
02/19	**16,729**	4%	**66,290**	14%	**41,588**	9%	**20,889**	4%	**10,179**	2%
03/19	**11,373**	2%	**85,945**	15%	**54,012**	10%	**22,508**	4%	**9,693**	2%
Total	**106,447**	3%	**561,119**	15%	**304,339**	8%	**160,438**	4%	**80,794**	2%

	Zip Code									
	32535		32561		32562		32577			
Month of Collection	Century (Other) Area	% OF Total	Pensacola Beach Area	% OF Total	Other	% OF Total	Molino Area	% OF Total	Total Month	% OF Total
10/18	**209**	0%	**380,137**	45%	**-**	0%	**92**	0%	**846,640**	100%
11/18	**-**	0%	**346,703**	38%	**-**	0%	**40**	0%	**914,773**	100%
12/18	**369**	0%	**193,908**	34%	**-**	0%	**23**	0%	**569,078**	100%
01/19	**-**	0%	**147,642**	33%	**-**	0%	**34**	0%	**453,617**	100%
02/19	**220**	0%	**138,270**	30%	**-**	0%	**-**	0%	**466,370**	100%
03/19	**181**	0%	**188,341**	34%	**-**	0%	**-**	0%	**560,868**	100%
Total	**979**	0%	**1,395,000**	37%	**-**	0%	**189**	0%	**3,811,346**	

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

		THREE (3%) PERCENT TOURIST TAX DOLLARS COLLECTED 2011-2020									
Month Of	For The										
Collection	Month Of	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
OCT	SEP	$ 321,850	$ 343,637	$ 398,300	$ 385,209	$ 442,268	$ 539,766	$ 580,905	$ 638,832	$ 634,980	$ 675,150
NOV	OCT	$ 276,214	$ 304,579	$ 325,198	$ 335,284	$ 411,054	$ 469,351	$ 532,757	$ 510,223	$ 686,080	$ 638,167
DEC	NOV	$ 226,459	$ 244,845	$ 254,898	$ 236,608	$ 284,253	$ 305,743	$ 362,364	$ 382,803	$ 426,808	$ 396,943
JAN	DEC	$ 192,546	$ 212,164	$ 207,117	$ 230,300	$ 251,856	$ 288,130	$ 292,783	$ 340,434	$ 340,213	$ 374,880
FEB	JAN	$ 192,262	$ 200,843	$ 205,954	$ 233,879	$ 247,492	$ 279,148	$ 298,406	$ 312,794	$ 349,778	$ 365,446
MAR	FEB	$ 241,571	$ 270,226	$ 283,812	$ 286,019	$ 309,204	$ 367,477	$ 377,962	$ 393,554	$ 420,651	$ 445,987
	TOTAL	**$ 1,450,903**	**$ 1,576,294**	**$ 1,675,279**	**$ 1,707,299**	**$ 1,946,126**	**$ 2,249,616**	**$ 2,445,177**	**$ 2,578,641**	**$ 2,858,509**	**$ 2,896,573**

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

		ADDITIONAL ONE (1%) PERCENT TOURIST TAX DOLLARS COLLECTED 2011-2020									
Month Of	For The										
Collection	Month Of	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
OCT	SEP	$ 107,283	$ 114,546	$ 132,767	$ 128,403	$ 147,425	$ 179,922	$ 193,635	$ 212,944	$ 211,660	$ 225,050
NOV	OCT	$ 92,072	$ 101,526	$ 108,399	$ 111,761	$ 137,018	$ 156,450	$ 177,586	$ 170,074	$ 228,693	$ 212,722
DEC	NOV	$ 75,487	$ 81,615	$ 84,966	$ 78,869	$ 94,751	$ 101,914	$ 120,788	$ 127,601	$ 142,269	$ 132,314
JAN	DEC	$ 64,182	$ 70,721	$ 69,039	$ 76,767	$ 83,950	$ 96,043	$ 97,594	$ 113,478	$ 113,404	$ 124,960
FEB	JAN	$ 64,087	$ 66,948	$ 68,651	$ 77,960	$ 82,497	$ 93,049	$ 99,469	$ 104,265	$ 116,593	$ 121,815
MAR	FEB	$ 80,524	$ 90,075	$ 94,604	$ 95,340	$ 103,068	$ 122,492	$ 125,987	$ 131,185	$ 140,217	$ 148,662
TOTAL		**$ 483,634**	**$ 525,431**	**$ 558,426**	**$ 569,099**	**$ 648,709**	**$ 749,872**	**$ 815,059**	**$ 859,547**	**$ 952,836**	**$ 965,524**

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-17798 **Clerk & Comptroller's Report 12. 2.**
BCC Regular Meeting **Consent**
Meeting Date: 05/07/2020
Issue: March 2020 Investment Report
From: Pam Childers, Clerk of the Circuit Court & Comptroller
Organization: Clerk & Comptroller's Office

Recommendation:

Recommendation Concerning Acceptance of the March 31, 2020, Investment Report

That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended March 31, 2020, as required by Ordinance Number 95-13. On March 31, 2020, the portfolio market value was $340,535,574 and portfolio earnings totaled $362,900 for the month. The short term portfolio achieved a yield of 1.50%. The long-term CORE portfolio achieved a yield of 0.67%.

Attachments

March 2020 Investment Report

INVESTMENT PORTFOLIO SUMMARY REPORT

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2019-2020
March 31, 2020

Prepared by:
Pam Childers
Clerk of the Circuit Court & Comptroller
First Judicial Circuit, Escambia County

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO SUMMARY REPORT
FISCAL YEAR 2019-2020
March 31, 2020

INVESTMENT PORTFOLIO COMPOSITION

	Market Value	
SUMMARY OF INVESTMENT ALLOCATION	February 29, 2020	March 31, 2020
Bank Accounts	$45,823,701	$36,494,615
Local Government Investment Pools[1]	$119,215,609	$124,357,916
Local Government Investment Pools[2]	$25,043,523	$25,005,564
Certificates of Deposit	$77,550,054	$62,243,228
Money Market Mutual Fund	$308,784	$521,169
U.S. Treasury Bond/Notes	$68,031,397	$68,280,268
Federal Agency Bond/Note	$3,512,875	$3,537,091
Asset-Backed Securities (ABS)	$707,550	$675,841
Corporate Notes	$19,140,374	$19,419,882
Total Portfolio Assets:	**$359,333,865**	**$340,535,574**
Current Month Earnings:	**$615,675**	**$362,900**
Fiscal Year to Date Earnings:	**$2,729,398**	**$3,092,298**

[1] FL PRIME, FLCLASS, FL-FIT
[2] FL TRUST

SHORT TERM AND LONG TERM CORE PORTFOLIO PERFORMANCE STATISTICS

SHORT TERM PORTFOLIO:	February 29, 2020	March 31, 2020
Market Value	**$267,632,886**	**$248,101,322**
Short Term Portfolio Yield:[3]	**1.81%**	**1.50%**
Benchmark: S&P GIP Index 30 Day Gross of Fees Yield:	1.64%	1.05%
Fiscal YTD Earnings:	**$2,061,994**	**$2,281,156**

LONG TERM CORE PORTFOLIO:	February 29, 2020	March 31, 2020
Market Value	**$91,700,979**	**$92,434,251**
CORE Portfolio Yield to Maturity at Market:	**1.05%**	**0.67%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.95%	0.20%
CORE Portfolio Total Return:	**0.80%**	**0.76%**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	0.87%	1.37%
Effective Duration (Years)	**1.76**	**1.77**
Benchmark Merrill Lynch 1-3 Year U.S. Treasury Index:	1.77	1.82
Fiscal YTD Earnings:	**$667,404**	**$811,141**

[3] Short Term Yield calculated without BoA Operating Accounts (ECR)

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT PORTFOLIO REPORT
FISCAL YEAR 2019-2020
March 31, 2020

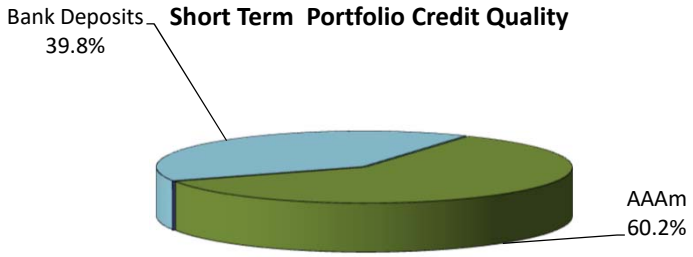
SHORT TERM INVESTMENT PORTFOLIO:

PORTFOLIO COMPOSITION DISTRIBUTION & CREDIT QUALITY:

Investment Type	Market Value	Percent Allocation
Bank of America Checking Account	$ 36,494,615	14.7%
Certificates of Deposit	62,243,228	25.1%
Local Government Investment Pools*	124,357,916	50.1%
Local Government Investment Pools**	25,005,564	10.1%
Total Short Term Portfolio Assets:	**$ 248,101,322**	100.0%

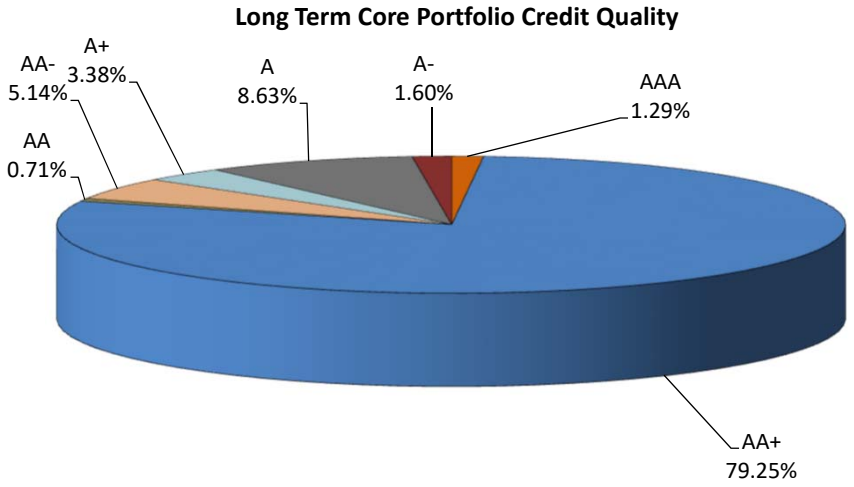
**FL PRIME, FLCLASS, FL-FIT*

***FL TRUST*



LONG TERM INVESTMENT PORTFOLIO:

Investment Type	Market Value	Percent Allocation
U.S. Treasury Bond / Note	$ 68,280,268	73.9%
Federal Agency Bond / Note	3,537,091	3.8%
Corporate Note	19,419,882	21.0%
Asset-Backed Securities (ABS)	675,841	0.7%
Money Market Mutual Fund - Federated Government	521,169	0.6%
Total Long Term Core Portfolio Assets:	**$ 92,434,251**	**100.0%**



ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2019-2020
March 31, 2020

Security Type	Market Value	Percent Allocation	Permitted by Policy	In Compliance
United States Treasury Securities	68,280,268	20.1%	**100%**	**Yes**
Federal Instrumentalities	3,537,091	1.0%	**50%**	**Yes**
Local Government Investment Pools	149,363,479	43.9%	**75%**	**Yes**
Certificates of Deposit	62,243,228	18.3%	**50%**	**Yes**
Corporate Notes	19,419,882	5.7%	**25%**	**Yes**
Asset-Backed Securities (ABS)	675,841	0.2%	**25%**	**Yes**
Bank Accounts - Bank of America	36,494,615	10.72%	**100%**	**Yes**
Money Market Mutual Fund	521,169	0.2%	**50%**	**Yes**
Total Investment Holdings	**340,535,574**	**100.0%**		

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Adobe Inc	541,217	0.2%	**5%**	**Yes**
American Honda Finance	1,051,494	0.3%	**5%**	**Yes**
Apple Inc. Corporate Notes	1,024,621	0.3%	**5%**	**Yes**
Bank of America Co	466,339	0.1%	**5%**	**Yes**
Bank Accounts - Bank of America	36,494,615	10.7%	**100%**	**Yes**
BBVA	26,041,941	7.6%	**15%**	**Yes**
Centennial Bank	5,135,227	1.5%	**15%**	**Yes**
Caterpillar Inc	748,148	0.2%	**5%**	**Yes**
Chevron Corporation Corp Notes	648,473	0.2%	**5%**	**Yes**
Cisco Systems Inc.	2,017,756	0.6%	**5%**	**Yes**
Coca-Cola Company	330,314	0.1%	**5%**	**Yes**
Deere & Company	985,905	0.3%	**5%**	**Yes**
Fannie Mae	3,537,091	1.0%	**5%**	**Yes**
Fidelity Institutional Government MMF	521,169	0.15%	**25%**	**Yes**
FLCLASS	5,320,271	1.6%	**50%**	**Yes**
FL-FIT	15,197,183	4.5%	**50%**	**Yes**
Florida Prime (SBA)	103,840,462	30.5%	**50%**	**Yes**
Florida Local Government Investment Trust	25,005,564	7.3%	**50%**	**Yes**
Hancock Bank	5,153,620	1.5%	**15%**	**Yes**
Home Depot Inc.	469,866	0.1%	**5%**	**Yes**
Honeywell International	751,203	0.2%	**5%**	**Yes**
IBM CORP	996,952	0.3%	**5%**	**Yes**
Intel Corporation	1,008,277	0.3%	**5%**	**Yes**
JP Morgan Chase Corporate Notes	1,003,774	0.3%	**5%**	**Yes**
Mastercard	755,338	0.2%	**5%**	**Yes**
Merck & CO Inc	770,889	0.2%	**5%**	**Yes**
Microsoft Corporate Notes	513,909	0.2%	**5%**	**Yes**
National Rural Utilities Co Finance Corp	370,839	0.1%	**5%**	**Yes**
Oracle Corp	1,016,605	0.3%	**5%**	**Yes**
Proctor & Gamble Co	670,085	0.2%	**5%**	**Yes**

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
INVESTMENT POLICY COMPLIANCE REPORT
FISCAL YEAR 2019-2020
March 31, 2020

Individual Issuer Breakdown	Market Value	Percent Allocation	Permitted by Policy	In Compliance
Servisfirst Bank	25,912,441	7.6%	**15%**	**Yes**
State Street Corporation	1,001,250	0.3%	**5%**	**Yes**
The Walt Disney Corporation	507,663	0.1%	**5%**	**Yes**
Toyota Motor Corp	1,271,435	0.4%	**5%**	**Yes**
United Parcel Service Inc.	506,307	0.1%	**5%**	**Yes**
United States Treasury Securities	68,280,268	20.1%	**100%**	**Yes**
Visa Inc	667,066	0.2%	**5%**	**Yes**
Total Investment Holdings	**340,535,574**	**100.0%**		

AI-17864 **Clerk & Comptroller's Report 12. 3.**
BCC Regular Meeting **Consent**
Meeting Date: 05/07/2020
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 Gary Sansing Public Forum held April 2, 2020;

B. Approve the Minutes of the Regular Board Meeting held April 2, 2020; and

C. Approve the Minutes of the Special Board Meeting held April 28, 2020.

Attachments

20200402 Gary Sansing Public Forum Report
20200402 Regular BCC Meeting Minutes
20200428 Special BCC Meeting Minutes

REPORT OF THE GARY SANSING PUBLIC FORUM OF THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

APRIL 2, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Alain Espinosa, Legal Office Administrator, County Attorney's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor, 221 Palafox Place, Pensacola, Florida

Report prepared by: DeLana Allen-Busbee

AGENDA ITEMS

1. Call to Order

   Chairman Barry called the Gary Sansing Public Forum to Order at 4:33 p.m.

2. Speakers

   A. Comments were made in person by the following individuals:

Buster Nunnely	Margie Mitchell
Larry Downs, Jr.	Patty Sorrell

   B. Comments were made via web-based submittals by the following individuals:

Charles Clemmer	Rev. Andy Romagnano
Barbara Mayall	Glenn Conrad
Vivian McDaniel	

   C. Commissioner Underhill read comments submitted to him by Tori Billoff and Commissioner Bender read comments submitted to him by Mayor Grover Robinson, IV.

AGENDA ITEMS – Continued

3. Adjournment

Chairman Barry declared the Gary Sansing Public Forum adjourned at 5:14 p.m.

FOR INFORMATION: The Board discussed cancelling the remaining meetings in April due to the threat of COVID-19, calling emergency meetings as needed, and meeting again as scheduled on May 7, 2020.

MINUTES OF THE REGULAR MEETING OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

APRIL 2, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Alain Espinosa, Legal Office Administrator, County Attorney's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Minutes prepared by: DeLana Allen-Busbee

REGULAR BCC AGENDA

1. Call to Order

   Chairman Barry called the Regular Meeting of the Board of County Commissioners to order at 5:35 p.m.

2. Invocation

   Reverend Christie Hord, Rector, St. John's Episcopal Church, delivered the invocation.

3. Pledge of Allegiance to the Flag

   Commissioner Bender led the Pledge of Allegiance to the Flag.

REGULAR BCC AGENDA – Continued

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

Motion: So moved
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

5. Commissioners' Forum:

   A. District 3 – Commissioner May provided comments;

   B. District 1 – Commissioner Bergosh provided comments;

   C. District 4 – Commissioner Bender provided comments;

   D. District 5 – Commissioner Barry provided comments; and

   E. County Administrator Gilley also provided comments.

6. 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:

   A. The following Public Hearings on the agenda:

      (1) The 5:31 p.m. Public Hearing, advertised in the *Escambia Sun Press* on March 12, 2020, for consideration of the Petition to Vacate a Utility and Drainage Easement located at 2318 Copter Road;

      (2) The 5:35 p.m. Public Hearing, which was properly advertised and rescheduled at the March 5, 2020, Regular BCC meeting, for the consideration of the Petition to Vacate Two Drainage Easements located in the 7200 Block of Hilburn Road;

   B. The *Board of County Commissioners – Escambia County, Florida, Meeting Schedule March 30 – April 3, 2020,* as published in the *Pensacola News Journal* on March 28, 2020.

Disposition: No action taken **For Information:** The Clerk's office did not receive proofs for the remaining public hearings on the agenda and all were rescheduled.

REGULAR BCC AGENDA – Continued

7. Recommendation: That the Board take the following action:

   A. Reschedule the April 2, 2020, 5:31 p.m. Public Hearing for consideration of the Petition to Vacate a Utility and Drainage Easement, located at 2318 Copter Road, as petitioned by Henry Floyd Pruett, Jr., Trustee for the Henry Floyd, Jr. Revocable Living Trust, meeting date and time to be determined;

   B. Reschedule the April 2, 2020, 5:32 p.m. Public Hearing for consideration of adopting an Ordinance creating the Makenna Estates Street Lighting MSBU, to May 7, 2020, 5:32 p.m.;

   C. Reschedule the April 2, 2020, 5:33 p.m. Public Hearing for consideration of adopting an Ordinance creating the Sonoma Ridge Street Lighting MSBU, to May 7, 2020, 5:31 p.m.;

   D. Reschedule the April 2. 2020, 5:35 p.m. Public Hearing for the Consideration of the Petition to Vacate Two Drainage Easements located in the 7200 Block of Hilburn Road, as petitioned by SNS Iron Rock LLC, represented by its agent, Rodney Sutton, meeting date and time to be determined;

   E. Reschedule the April 2, 2020, 5:45 p.m. Public Hearing - CIP Ordinance, meeting date and time to be determined;

      Summary: The purpose of this ordinance is to fulfill the requirements of Section163.3177(3)(b), Florida Statutes and Objective CIE 1.2, Five-Year Schedule, Escambia County Comprehensive Plan: 2030 by adopting the 2019-2023 update to the Five-Year Schedule of Capital Improvements.

   F. Reschedule the April 2, 2020, 5:46 p.m. Public Hearing LSA-2019-05 - 7045 Pine Forest Road (first of two public hearings), meeting date and time to be determined;

      Summary: Applicant is requesting to change the Future Land Use from Commercial to Mixed-Use Urban.

   G. Reschedule the April 2, 2020, 5:47 p.m. Public Hearing Perdido Landfill - Renewal of Concrete Recycling Facility Permit, meeting date and time to be determined;

      Summary: Review and approve, modify, or deny the renewal of a permit for a concrete recycling facility located at 13009 Beulah Road.

(Continued on Page 4)

REGULAR BCC AGENDA – Continued

7. Continued…

H. Reschedule the April 2, 2020, 5:48 p.m. Public Hearing Brickton Borrow Pit Permit Renewal, meeting date and time to be determined; and

Summary: Review and approve, modify, or deny the renewal of a permit for a borrow pit located at 8800 N. Highway 29.

I. Reschedule the April 2, 2020, 5:48 p.m. Public Hearing Brickton Borrow Pit Permit Renewal, meeting date and time to be determined; and

Summary: Review and approve, modify, or deny the renewal of a permit for a borrow pit located at 8800 N. Highway 29.

Motion: Move to approve the slate A through I, moving the ones that are not time certain to the May 7th Regular meeting. **For Information:** The Board discussed the expenses concerning the rescheduling of these hearings being borne by the County.
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried 3-1, with Commissioner Underhill voting “no” and Commissioner May temporarily out of Board Chambers.

CLERK & COMPTROLLER'S REPORT – Honorable Pam Childers, Clerk of the Circuit Court and Comptroller

I. CONSENT AGENDA

1. Recommendation: That the Board accept, for filing with the Board's Minutes, the Tourist Development Tax (TDT) Collection Data for the January 2020 returns received in the month of February 2020, as prepared by the Finance Department of the Clerk and Comptroller's Office. This is the fifth month of collections for the Fiscal year 2020; total collections for the month of January 2020 returns was $487,261.36; this is a 4.48% increase from January 2019 returns; total collections year to date are .52% more than the comparable time frame in Fiscal Year 2019.

Motion: Move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

2. Recommendation: That the Board accept, for filing with the Board's Minutes, the Investment Portfolio Summary Report for the month ended February 29, 2020, as required by Ordinance Number 95-13. On February 29, 2020, the portfolio market value was $359,333,865 and portfolio earnings totaled $615,675 for the month. The short term portfolio achieved a yield of 1.81%. The long-term CORE portfolio achieved a yield of 1.05%.

Motion: Move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

3. Recommendation: That the Board accept, for filing with the Board's Minutes, the Resolution [R2020-24] Declaring a State of Local Emergency due to the imminent threat posed by COVID-19, dated March 16, 2020.

Motion: Move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

CLERK & COMPTROLLER'S REPORT – Continued

I. CONSENT AGENDA - Continued

4. Recommendation: 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 Reports of the Agenda Work Session and the Gary Sansing Public Forum held March 5, 2020;

   B. Approve the Minutes of the Regular Board meeting held March 5, 2020;

   C. Approve the Minutes of the Attorney-Client Session held March 12, 2020;

   D. Accept, for filing with the Board's Minutes, the Report of the Committee of the Whole Workshop held March 12, 2020; and

   E. Approve the Minutes of the Special BCC meeting held March 20, 2020.

Motion: Move the Clerk's Report
Made by: Commissioner Bergosh **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Janice Gilley, County Administrator

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA

1. Recommendation: That the Board accept for filing with the Board's Minutes, the March 5, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion: Move the Technical/Public Service Consent Agenda in its entirety
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

2. Recommendation: That the Board approve the Amendment to Interlocal Agreement between the City of Pensacola and Escambia County, Florida, for Exchange of Solid Waste Services, amending Article 2, Neighborhood Cleanups and Yard Trash Disposal, Paragraph 2.1.

   This Amendment changes the scheduled cleanup day from Wednesdays to Fridays and increases the County cleanup area from 600 to 1200 homes, at no cost to County Environmental Code Enforcement, in exchange for the County providing disposal of City residential vegetative waste, at no cost to the City.

Motion: Move the Technical/Public Service Consent Agenda in its entirety
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

3. Recommendation: That the Board approve the two Request for Disposition of Property Forms [for the Roads and Bridges Department and Pensacola Beach Public Works Department]. The Request Forms have been signed by all applicable authorities.

Motion: Move the Technical/Public Service Consent Agenda in its entirety
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

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

Motion: Move the Technical/Public Service Consent Agenda in its entirety
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

5. Recommendation: That the Board approve the one Request for Disposition of Property Form for the Office of Management and Budget for one Bizhub C352 Serial Number 311702282, ID F2503 Copier. The copier has reached the end of its service life, is no longer functioning, and is now of no value. Due to the condition of the item, we are requesting it be declared surplus and disposed of properly.

Motion: Move the Technical/Public Service Consent Agenda in its entirety
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

6. Recommendation: That the Board take the following action concerning the State of Florida Department of Transportation (FDOT) Assignment Agreements:

   A. Approve the State of Florida Department of Transportation Assignment Agreement for Perdido Key Drive from the Alabama State Line to the West Entrance of Perdido Key State Park;

   B. Approve the State of Florida Department of Transportation Assignment Agreement for Perdido Key Drive from West of Perdido Key State Park Entrance to Gongora Drive; and

   C. Adopt the Resolutions [R2020-27 and R2020-28] authorizing the Chairman to sign the State of Florida Department of Transportation Assignment Agreements.

Motion: Move the Technical/Public Service Consent Agenda in its entirety
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

7. Recommendation: That the Board take the following action concerning the Park License and Management Agreements for County athletic parks between Escambia County and volunteer athletic associations:

   A. Approve each of the Agreements authorizing license and management of County-owned property for public recreation purposes with the following volunteer athletic organizations:

      1. Bellview Football Club at Bellview Park;
      2. Brent Baseball Youth Sports Association at Brent Baseball Park;
      3. Brent Youth Sports Association at Brent Football Park;
      4. Cantonment Football Club at Cantonment Athletic Park;
      5. D.R.E.A.M. (Diverse Relentless Empowered Achievers of Munificence Youth Development) at Mayfair Park;
      6. Ensley Youth Sports Association, Inc., at John R. Jones Park;
      7. Five Flags Knights Lacrosse, Inc., at Brent Baseball Park;
      8. Miracle League of Pensacola at John R. Jones Park;
      9. Molino Recreation Association at Don Sutton Park;
      10. Myrtle Grove Athletic Association at Myrtle Grove Park;
      11. Northwest Escambia Bradberry Park at Harvey C. Bradberry Park;
      12. Pensacola Futbol Club, Inc., at Ashton Brosnaham Park;
      13. Perdido Bay Futbol Club, Inc., at Baars Field;
      14. Perdido Bay Futbol Club, Inc., at Southwest Escambia County Sports Complex Park;
      15. Perdido Bay Youth Sports Association, Inc., at Southwest Escambia County Sports Complex Park; and
      16. Youth Association of NE Pensacola at John R. Jones Park; and

   B. Authorize the Chairman to sign each Park License and Management Agreement for the same aforementioned 16 volunteer athletic organizations, effective upon Board approval.

Motion: Move the Technical/Public Service Consent Agenda in its entirety
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

I. TECHNICAL/PUBLIC SERVICE CONSENT AGENDA – Continued

8. Recommendation: That the Board take the following action:

   A. Approve the updated Unlawful Harassment Policy to include a grievance process; and

   B. Approve scheduling a public hearing on June 4, 2020, at 5:32 p.m. to consider amending ch. 2, Art. V, Div. 1, Sections 2-205 through 2-207 of the Escambia County Code of Ordinances to allow for corresponding amendments to the MSPB (Merit System Protection Board) Ordinance.

Motion: Move the Technical/Public Service Consent Agenda in its entirety
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

II. BUDGET/FINANCE CONSENT AGENDA

1. Recommendation: That the Board ratify the following April 2, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

   A. Approving the Agreements between Escambia County CRA and Inez Robinson, Gwendolyn Robinson, Francisca Marshall, and Tonya Mitchell, as Joint Tenants with Right of Survivorship, owners of residential property located at 2403 North Baylen Street, Palafox Redevelopment District, each in the amount of $3,939, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, total electrical rewiring upgrade; and

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

Motion: Move the items **For Information:** The “items” refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

2. Recommendation: That the Board take the following action concerning the sidewalk and drainage projects located in the Englewood and Brownsville Redevelopment Areas:

   A. Approve the Avery Street Sidewalk & Drainage Projects, in the amount of $193,801.02, including, but not limited to the following: mobilization, clearing and grubbing, earthwork excavation, storm sewer removal and replacement, utility relocation, lateral pavement patch, installation of approximately 1600 linear feet of sidewalk, reconstruction of roadside ditch, connection of existing pond drop structure and wall repair; and

   B. Approve and authorize the County Administrator to sign the Purchase Order to Chavers Construction, Inc., in excess of $25,000, and any other related documents necessary to implement the Avery Street Sidewalk and Drainage Projects.

   Project located in District 3

   [Funding Source: Fund 352, LOST III, Cost Center 220102, Project#20NE4253, CRA Capital Projects, CRA Brownsville and Englewood]

Motion: Move the items **For Information:** The “items” refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

3. Recommendation: That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 195 Pine Street:

   A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement between Escambia County, Florida; Design Homebuilders, Inc., Contractor; and Margaret A. Stallworth, Owner; per the terms and conditions of NED S-R-2020-6, NED SHIP Housing Repair for 195 Pine Street, for $31,510; and

   B. Authorize the issuance of a Purchase Order.

   [Funding: Fund 120/2018 SHIP, Cost Center 370205 or 2019 SHIP, Cost Center 370206-$30,000; and Fund 124/Affordable Housing, Cost Center 370290-$1510]

Motion: Move the items **For Information:** The “items” refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

4. Recommendation: That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 201 Pine Street:

   A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement between Escambia County, Florida; David H. Griffin Enterprises, LLC, Contractor; and Earlene Jackson, Owner; per the terms and conditions of NED S-R-2020-7, NED SHIP Housing Repair for 201 Pine Street, for $38,100; and

   B. Authorize the issuance of a Purchase Order.

   [Funding: Fund 120/2018 SHIP, Cost Center 370205 or 2019 SHIP, Cost Center 370206-$30,000; and Fund 124/Affordable Housing, Cost Center 370290-$8,100]

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

5. Recommendation: That the Board take the following action concerning the Lee Street Sidewalks, Drainage, and Sanitary Sewer Project:

   A. Approve the Interlocal Cost-Sharing Agreement, subject to legal approval, between Escambia County and the Emerald Coast Utilities Authority (ECUA) for construction services for the Lee Street Sidewalks, Drainage, and Sanitary Sewer Project; and

   B. Authorize the Chairman or Vice Chairman to sign the Agreement.

   [Funding: Fund 352/LOST III, NESD/CRA: $900,000; Fund 129/2018 CDBG, Cost Center 370232: $27,725; and Fund 129/2019 CDBG, Cost Center 370234: $474,080]

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

6. Recommendation: That the Board take the following action concerning the Contract Award for Community Development Block Grant (CDBG) Housing Rehabilitation Services for 990 Muscogee Road:

   A. Authorize the County Administrator to sign the CDBG Housing Rehabilitation Services Program Agreement between Escambia County, Florida; McDELT, LLC, Contractor; and Eddie C. McCants, Owner; per the terms and conditions of NED C-R-2020-3, NED CDBG Housing Repair for 990 Muscogee, for a base bid of $38,900; and

   B. Authorize the issuance of a Purchase Order.

   [Funding: Fund 129/2016 CDBG Housing Rehab, Cost Center 370227]

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

7. Recommendation: That the Board recognize the donation of $30,000, from The Friends of the West Florida Public Library, and appropriate these funds into the Library Donations Cost Center to be used to support and promote West Florida Public Libraries.

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Order #1, in excess of $50,000, adding funds to Purchase Order 200658, issued to Pensacola Winsupply Co., Inc.:

Department:	Facilities Management
Division:	Maintenance
Type:	Addition
Amount:	$20,000
Vendor:	Pensacola Winsupply Co., Inc.
	Blanket Purchase Order
Purchase Order:	200658
Change Order:	1
Original Award Amount:	$32,000
Change Order # 1	$20,000
New Purchase Order Total:	$52,000

[Funding Source: Fund 001, General Fund, Cost Center 310203, Object Code 54601]

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Recommendation: That the Board approve and authorize the County Administrator to execute the following Change Orders to Keep Pensacola Beautiful, in the amount of $57,341.50, on Contract PD 16-17.008, Agreement for Maintenance of County Parks and Boat Ramps:

Department:	Parks and Recreation
Type:	Addition
Amount:	$53,552.00
Vendor:	Keep Pensacola Beautiful
Project Name:	Maintenance of County Parks and Boat Ramps
Contract:	PD 16-17.008
PO#:	200751
CO#:	1
Original Purchase Order Amount:	$75,583.00
This CO#1 Amount:	$53,552.00
New Purchase Order Amount:	$129,135.00

Department:	Parks and Recreation
Division:	Fishing Bridge
Type:	Addition
Amount:	$3,789.50
Vendor:	Keep Pensacola Beautiful
Project Name:	Maintenance of County Parks and Boat Ramps
Contract:	PD 16-17.008
PO#:	200749
CO#:	2
Change Order 1:	Object Code Change Only
Original Purchase Order Amount:	$5,577.00
Cumulative Amount of Change Orders Through this CO:	$3,789.50
New Purchase Order Amount:	$9,366.50

(Continued on Page 17)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued…

[Funding: Fund 001, General Fund, Cost Center 350226, Parks Maintenance, $12,963.50; Fund 101, Restricted Fund, Cost Center 350236, Fishing Bridge, $3,789.50; Fund 118, and Fund 353, LOST IV, Cost Center 350221, Parks Projects, $40,588.50]

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

10. Recommendation: That the Board approve and authorize the County Administrator to execute and ratify Change Order #1 to Knowles On Site Repair, Inc., adding funds for the repair and maintenance of the Fire Department fleet vehicles:

Department:	Public Safety
Division:	Fire Rescue
Type:	Addition
Amount:	$50,000
Vendor:	Knowles On Site Repair, Inc.
Project Name:	N/A
Contract:	N/A
Purchase Order #:	200481
Change Order #:	1
Original Award Amount:	$100,000 (BCC Approved 10/3/19)
Change Order #1 as requested:	$50,000
Total:	$150,000

Due to the aging fleet and the increased call volume, repair cost is increasing. The repair of the engine and ladder trucks are essential to the operational needs of the Fire Department.

(Continued on Page 18)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Continued…

[Funding Source: Fund 143, Fire Department, Cost Center 330206, Fire Department Paid]

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

11. Recommendation: That the Board approve and authorize the County Administrator to execute and ratify the following Change Order #1 to Ward International Trucks, Inc., adding funds for the repair and maintenance of the Fire Department fleet vehicles:

Department:	Public Safety
Division:	Fire Department
Type:	Addition
Amount:	$25,000
Vendor:	Ward International Trucks, Inc.
Project Name:	N/A
Contract:	N/A
Purchase Order #:	200321 (BCC Approved 10/3/19)
Change Order #:	1
Original Award Amount:	$25,000
Change Order #1 as requested:	$25,000
Total:	$50,000

Due to the aging fleet and the increased call volume, repair cost is increasing. The repair of the engine and ladder trucks are essential to the operational needs of the Fire Department.

(Continued on Page 19)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

11. Continued…

[Funding Source: Fund 143, Fire Department, Cost Center 330206, Fire Department Paid]

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

12. Recommendation: That the Board take the following action concerning Default on the Purchase of County-Owned Real Property Located at PARK - Spanish Trail Villa, Account #01-0319-190, Reference #: 06-1S-29-3500-000-044:
    A. Declare Jeff Limanowski, the successful bidder of the above-referenced parcel, to be in default of the terms of the Contract between him and the County for the purchase of County-owned parcel located at PARK - Spanish Trail Villa, for failure to close in the timeframe prescribed by the terms of the Contract;

    B. Retain the deposit made by Jeff Limanowski, in the amount of $532, for the parcel located at PARK - Spanish Trail Villa; and

    C. Authorize the parcel to be re-advertised for sale at another auction, or remove from the surplus list.

    This property is located in District 4.

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

13. Recommendation: That the Board adopt the Resolution [R2020-29] approving Supplemental Budget Amendment #055, General Fund (001), in the amount of $23,554, to recognize the Sheriffs off-duty officer, public records, auto repairs, miscellaneous reimbursements/fees, and investigative costs, and to appropriate these funds back into the Sheriffs Administrative Budget, to offset operational expenses associated with providing law enforcement services in Escambia County.

Motion: Move the items **For Information:** The “items” refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

14. Recommendation: That the Board adopt the Resolution [R2020-30] approving Supplemental Budget Amendment #072, Escambia Restricted Fund (101), in the amount of $14,560, to recognize a contribution from The Docks on Old River Condominium Association, Inc., and to appropriate these funds to be used at the Perdido Key Kayak Launch, located at 14200 Perdido Key Drive, to contract the installation of a 300' concrete sidewalk from the parking lot to the launch point, providing an ADA accessible surface.

Motion: Move the items **For Information:** The “items” refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers
Web-based commenter(s): Ellen Fortinberry

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

15. Recommendation: That the Board adopt the Resolution [R2020-31] approving Supplemental Budget Amendment #079, General Fund (001), in the amount of $20,693, to recognize the Sheriffs off-duty officer, public records, auto repairs, miscellaneous reimbursements/fees, and investigative costs, and to appropriate these funds back into the Sheriffs Administrative Budget, to offset operational expenses associated with providing law enforcement services in Escambia County.

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

16. Recommendation: That the Board adopt the Resolution [R2020-32] approving Supplemental Budget Amendment #082, Gulf Coast Restoration Fund (118), in the amount of $423,120, to recognize Grant proceeds from the Florida Department of Environmental Protection (FDEP) Agreement #DH012, and to appropriate these funds for the construction of a public park at the headwaters of Carpenter Creek.

    The Natural Resource Damage Assessment (NRDA) Florida Trustee Implementation Group (TIG) has included the Carpenter Creek Headwater Park Amenities Project within Florida's Final Restoration Plan. The project will provide and enhance recreational opportunities through the construction of a public park at the headwaters of Carpenter Creek. The project is a companion to the NRDA water quality improvement project, both of which are part of the RESTORE Act Direct Component (Pot 1) funded Carpenter Creek and Bayou Texar Watershed Management Plan. The project will enhance public access by providing a new recreational opportunity in an area with no current recreational access. The trail and paddle-craft launch will allow users to access the lake feature of the creek, a result of a series of beaver dams. The new parking area will also enhance public access to the area. The passive recreation area will feature tables and benches to allow users to enjoy the park views while maintaining the native tree canopy. The educational signage will enhance awareness of the restoration efforts and importance of the creek and watershed.

(Continued on Page 22)

II. BUDGET/FINANCE CONSENT AGENDA – Continued

16. Continued…

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

17. Recommendation: That the Board adopt the Resolution [R2020-33] approving Supplemental Budget Amendment #083, Gulf Coast Restoration Fund (118), in the amount of $1,599,600, to recognize Grant proceeds from the Florida Department of Environmental Protection (FDEP) Agreement #DH006, and to appropriate these funds to be used for the design, permitting, construction, and property acquisition of the Carpenter Creek Headwater Water Quality Improvements Project.

    The Natural Resource Damage Assessment (NRDA) Florida Trustee Implementation Group (TIG) has included the Carpenter Creek Headwater Water Quality Improvements Project within Florida's Final Restoration Plan. The project will reduce pollutant loading and hydrologic degradation in this urban watershed. The project includes restoration of County-owned 2.6 acre wetland; acquisition of 6 acres of land for construction of a stormwater treatment facility; and construction of a stormwater treatment facility to capture and treat stormwater that flows off Olive Road into Carpenter Creek, which ultimately flows into Bayou Texar. The restored wetland will improve habitats and species that depend on wetland habitats, stabilize the soils, and reduce erosion and sediment loading into Carpenter Creek. The project is a companion to the Carpenter Creek Headwater Park recreational project, and both are part of the RESTORE Act Direct Component (Pot 1) funded Carpenter Creek and Bayou Texar Watershed Management Plan.

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Recommendation: That the Board take the following action concerning the Fiscal Year 2020/2021 Miscellaneous Appropriations Agreement between Escambia County and Visit Pensacola, Inc.:

A. Approve allocating a portion of the remaining available balance in the Tourist Promotion Fund, Fund 108, to Visit Pensacola, Inc., from Cost Center 360101, in the amount of $929,682.00, and from Cost Center 360105, in the amount of $470,318.00, for a combined total of $1,400,000.00; and

B. Approve the Amendment to the Miscellaneous Appropriations Agreement, amending Section 3, increasing the allocation by $1,400,000, for a total allocation of $7,849,534.00, to be paid from the Tourist Promotion Fund (108), Cost Centers 360101 and 360105, Account 58201; and amending Exhibit "A" as follows:

1. Direct programming: Expenses of ~~$4,925,816~~$6,034,817 related to acquiring visitors to the destination. This includes the purchase of advertising, payments for firms managing the advertising, public relations and market research programs, registration and travel for related trade shows and conferences, brochures and collateral, consumer promotions, sales promotions, website development and marketing, production of marketing materials, and customer sites/familiarization trips. Also included are expenses related to the marketing and operational support of local festivals and events that occur in Escambia County and attract visitors to our community;
2. Operations: Expenses of ~~$340,622~~$396,944 related to the operations of the Visit Pensacola office and the Pensacola Sports Association (PSA); and
3. Personnel: Expenses of ~~$1,183,096~~ $1,417,773 related to salaries and benefits for employees working for Visit Pensacola and the Pensacola Sports Association (PSA);

C. Authorize the Chairman to sign the Amendment and all other necessary documents; and

D. Authorize the execution of the necessary Change Order.

(Continued on Page 24)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

18. Continued…

This is the first of possible multiple amendments to the Visit Pensacola (VP) Miscellaneous Appropriations Agreement (MAA) with Escambia County for Fiscal Year 2019/20. Due to the COVID-19 Pandemic and associated responses affecting tourism in the area and Tourist Development Tax (TDT) collections, staff is recommending a more conservative funding increase due to the many uncertainties at this time. TDT collections will be monitored over the coming months and if determined to be stable, additional funding amendment(s) may be brought back to board requesting an increase in the VP MAA to support tourism related activities in Escambia County.

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

19. Recommendation: That the Board approve the reallocation of funds from Fund 352, Local Option Sales Tax (LOST) III, Transportation and Drainage, in the amount of $1,215,011, as indicated below:

FROM:

Type	Project No.	Description	District	Amount
T	08EN0021	Beulah Road Improvements (1/2 of current budget $1,229,076, transferring 1/2 of project located in District 5, other 1/2 in District 1 will remain in project)	5	$614,538
T	12EN1728	I-10 Interchange/Beulah	5	$600,473
		Total to Transfer		**$1,215,011**

(Continued on Page 25)

II. BUDGET/FINANCE CONSENT AGENDA – Continued

19. Continued…

TO:

Type	Project No.	Description	District	Amount
T	09EN0115	Muscogee Road- Jack's Branch (CR97N) to Nowak)	5	$1,215.011
		Total		**$1,215,011**

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

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

20. Recommendation: That the Board approve the reallocation of funds from Fund 353, Local Option Sales Tax (LOST) IV, in the amount of $1,884,000, as indicated below:

	FROM	TO	FUND	DISTRICT	FROM PROJECT NAME	TO PROJECT NAME	AMOUNT
A	FY 2020	FY 2020	353	3	Pinestead	Wedgewood, Ensley & Englewood Sidewalks Plan	$941,512
B	FY 2021	FY 2020	353	3	Pinestead	Wedgewood, Ensley & Englewood Sidewalks Plan	$942,488
					TOTAL		$1,884,000

(Continued on Page 26)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

20. Continued…

[Funding Source: Fund 353, Local Option Sales Tax (LOST) IV, Cost Center 210106, Transportation and Drainage]

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

21. Recommendation: That the Board take the following action concerning the State of Florida Department of Transportation Off-System Project Agreement for Right-of-Way Acquisition for the O.C. Phillips Road Over Brushy Creek Bridge No. 484029:

A. Approve the State of Florida Department of Transportation Off-System Project Agreement for Right-of-Way Acquisition for the O.C. Phillips Road Over Brushy Creek Bridge No. 484029; and

B. Adopt a Resolution [R2020-34] authorizing the Chairman to sign the Off-System Project Agreement for Right-of-Way Acquisition.

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

22. Recommendation: That the Board approve the reallocation of funds from Fund 353, Local Option Sales Tax (LOST) IV, Commission District 1 Discretionary Funds, in the amount of $1,100,000, as follows:

	Type	Funding	**Description**	**District**	**Amount**
A	Discretionary	Fund 353/LOST IV	Dunaway Lane	1	$200,000
B	Discretionary	Fund 353/LOST IV	Cerny Road/Muldoon Road Sidewalks, Street Lights and Drainage Improvements	1	$700,000
C	Discretionary	Fund 353/LOST IV	Beulah Regional Park Improvements	1	$200,000
			Total		**$1,100,000**

[Funding Source: Fund 353, Local Option Sales Tax IV, Cost Center 110102, Commission District 1 Discretionary Funds]

Motion: Move the items **For Information:** The “items” refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

23. Recommendation: That the Board take the following action concerning the conveyance of a portion of real property, located at 3085 and 3105 Robertson Road, to Jerry David Westmoreland:

A. Authorize conveyance of a Quit Claim Deed to Jerry David Westmoreland, to confirm the return of this portion of real property previously conveyed to Escambia County in 1995; and

B. Authorize the Chairman or Vice Chairman to execute the Quit Claim Deed, and have it recorded at the County's expense in the Clerk of the Court Public Records.

This property is located in Commission District 2.

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

Motion: Move the items **For Information:** The “items” refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

24. Recommendation: That the Board take the following action:

A. Approve and authorize the County Administrator to sign a Purchase Order for One 2020 Ford F-250 to Bozard Ford Co., in the amount of $28,608, per the terms and conditions of PD 19-20.034, One Ford F-250 or Equivalent; and

B. Allow the utilization of the Florida Sheriff's Association Contract pricing FSA 19-VEL27.0, as bid by Bozard Ford Co.

Vendor/Contractor	Amount	Contract Number
Bozard Ford Co. Funding: Fund 001, General Fund Cost Center 221001, Water Quality Admin Object Code 56401, Machinery & Equipment	$28,608.00	PD 19-20.034

Specification PD 19-20.034, One Ford F-250 or Equivalent, was posted to Vendor Registry on February 20, 2020, and was issued to 37 registrants representing 26 firms. The solicitation was viewed by 11 firms and downloaded by eight.

Motion: Move the items **For Information:** The “items” refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

25. Recommendation: That the Board award and authorize the County Administrator to sign a Purchase Order, in excess of $50,000, for two Nissan Pathfinder 4X4's to Terry Taylor's DeLand Nissan, Inc., in the amount of $53,340, per the terms and conditions for PD 19-20.028.

Vendor/Contractor	Amount	Contract Number
Terry Taylor's DeLand Nissan [Fund 175, Transportation Trust Fund; Cost Center 211101, Engineering Admin; Object Code 56401, Machinery & Equipment]	$53,340	PD 19-20.028

Specification PD 19-20.028 was posted to Vendor Registry on February 14, 2020, and was issued to 52 registrants representing 35 firms. The solicitation was viewed by 12 firms and downloaded by seven.

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

26. Recommendation: That the Board award the first of two one-year renewal options allowed per the Agreement for PD 16-17.005, Pharmacy Services for Escambia County Detention Center with Diamond Drugs, Inc. d/b/a Diamond Pharmacy Services, with an estimated Fiscal Year 2019-2020 expenditure of $1,421,383.

[Funding: Fund 001, General Fund; Cost Center 290402, Inmate Medical; Object Code 55201, Operating Supplies]

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

27. Recommendation: That the Board take the following action concerning the Federal Transit Administration (FTA) Fiscal Year 2020 Annual Certifications and Assurances for Escambia County:

    A. Approve and authorize the Chairman to sign the FTA Fiscal Year 2020 Certifications and Assurances for the Federal Transit Administration Assistance Programs; and

    B. Approve and authorize the Senior Assistant County Attorney to sign the Affirmation of Applicant's Attorney declaration on the FTA Fiscal Year 2020 Certifications and Assurances for the Federal Transit Administration Programs.

Motion: Move the items **For Information:** The “items” refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

28. Recommendation: That the Board approve the funding of $2,500 to The First Tee of Northwest Florida - "Golf Ball Gala", from Commissioner Jeff Bergosh's discretionary money.

    [Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: Move the items **For Information:** The “items” refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

29. Recommendation: That the Board approve the funding of $2,500 to St. Vincent de Paul, Alfred Washburn Center, "Dinner Dance", from Commissioner Jeff Bergosh's discretionary money.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: Move the items **For Information:** The “items” refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

30. Recommendation: That the Board approve the funding of $250 to City Streets to Student Athletes, Inc., from Commissioner Jeff Bergosh's discretionary money.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: Move the items **For Information:** The “items” refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

31. Recommendation: That the Board approve funding $7,500 to sponsor a travel event for the Greater Little Rock Baptist Church Youth Group from Commissioner Lumon May's discretionary fund.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

32. Recommendation: That the Board approve the funding of $4,500 from 4th Cent Tourist Development Tax (TDT), to sponsor the 2020 Gulf Coast Summer Fest Jazz Edition.

[Funding: Fund 108, 4th Cent TDT, Cost Center 360105, Object Code 58201]

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

33. Recommendation: That the Board approve the funding of a $500 sponsorship to bring Civil Rights Icon, Elizabeth Eckford, to Pensacola, from Commissioner Lumon May's discretionary fund.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

34. Recommendation: That the Board approve the funding of $2,500 to sponsor the Gulf Coast Bike and Car Music Fest, presented by CC Biggs Productions, from Commissioner Lumon May's discretionary fund.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

35. Recommendation: That the Board approve issuing an Emergency Purchase Order, in the amount of $88,865.86, to TAW Power Systems, Inc., on Sourcewell Contract #120617-KOH, to purchase one Kohler 300 KW Generator.

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

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

36. Recommendation: That the Board take the following action concerning a sidewalk project located in the Palafox Redevelopment Area:

A. Approve the Limoges Drive Sidewalk Project, in the amount of $66,964.80, to perform construction activities including, but not limited to, approximately 800 linear feet of sidewalk, drainage, mobilization, clearing and grubbing, driveway entrances replacement, utility relocation, excavation, and sod replacement within the rights-of-way; and

B. Approve and authorize the County Administrator to sign the Purchase Order to Chavers Construction, Inc., in excess of $25,000, and any other related documents necessary to implement the Landes Drive Sidewalk Project.

Project located in District 3

[Funding Source: Fund 151, CRA Palafox Redevelopment, Cost Center 370115]

Motion: Move the items **For Information:** The "items" refer to all items in the Budget/Finance Consent Agenda (1 through 36).
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION

1. Recommendation: That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5) for Outside Agency partners in Escambia County, for Fiscal Year 2019/2020:

   A. First United Methodist Church Pensacola, in the amount of $1,000;
   B. Pensacola Recreational Fisherman's Association, in the amount of $1,000;
   C. New World Believers, in the amount of $5,000;
   D. Pathways for Change, Inc., in the amount of $12,000;
   E. Civitan International, in the amount of $4,000;
   F. Pensacola Chapter Military Officers Association of America, in the amount of $4,000;
   G. National Flight Academy, in the amount of $25,000; and
   H. Studer Community Institute, in the amount of $5,000.

   Upon approval of these funding allocations, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

   [Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201]

Motion: Move the items
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0 with Commissioner Underhill temporarily out of Board Chambers

2. Recommendation: That the Board either approve, by super majority vote, or deny the following action:

   A. Authorize the purchase of real property located at 165 Diego Circle, from David T. Shack, for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of $14,500 (County's appraised value is $9,000);

   B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 165 Diego Circle (.0360 acres); and

(Continued on Page 37)

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

2. Continued…

   C. Authorize the County Attorney's office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal Review and sign-off, any documents necessary to complete the acquisition of this property without further action of the Board.

   This parcel is located in District 3.

   [Funding: Fund 129/2017 CDBG, Cost Center 370231]

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

3. Recommendation: That the Board either approve, by super majority vote, or deny the following action:

   A. Authorize the purchase of real property, located at 4215 Erress Boulevard, from Hayden McCullers, for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of $11,000 (County's appraised value is $9,000);

   B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 4215 Erress Boulevard (.0756 acres); and

   C. Authorize the County Attorney's office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal Review and sign-off, any documents necessary to complete the acquisition of this property without further action of the Board.

   This parcel is located in the District 3.

   [Funding: Fund 129, 2017 CDBG, Cost Center 370231]

Motion: Move the item
Made by: Commissioner May **Seconded by:** Commissioner Underhill
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

4. Recommendation: That the Board take the following action:

   A. Reappoint Dr. Laura P. Bryant to the West Florida Public Library Board of Governance, for a two-year term, effective March 1, 2020, to February 28, 2022; and

   B. Appoint one of the following to the West Florida Public Libraries Board of Governance, for a two-year term, effective March 1, 2020 to February 28, 2022, to replace Sally B. Fox, whose appointment expired on March 1, 2020:

      1. Diane Davis;
      2. Catherin Storey; or
      3. Grace Buenavista

   Escambia County's Community and Media relations Office posted a General Alert on the County's website from January 6, 2020, to February 14, 2020, to seek volunteers to be considered for an appointment to the West Florida Public Library Board of Governance. The Resumes of three individuals interested in serving and of one individual interested in continuing to serve on the Board of Governance were received.

Motion: Move that we drop the item until the next regularly scheduled meeting
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

5. Recommendation: The following positions are provided for your consideration and information:

   A. That the Board confirm the hiring of Mr. Wesley Hall as Assistant County Administrator, with an annual salary of $136,000, a $400 monthly vehicle allowance, and up to $5,000 for relocation expenses. This position is currently budgeted in the Fiscal Year 2019-2020; and

   B. That the Board confirm the hiring of Ms. Debbie Bowers as Assistant County Administrator, with an annual salary of $136,000 and a $400+ monthly vehicle allowance. This position is currently budgeted in the Fiscal Year 2019-2020.

Motion: Move item 5, A and B, in the affirmative
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

COUNTY ADMINISTRATOR'S REPORT – Continued

III. FOR DISCUSSION – Continued

6. Recommendation: That the Board discuss information and strategies pertaining to COVID-19, including the following topics:

   a. Update of current facts and response to COVID-19 - Eric Gilmore
   b. Families First Coronavirus Response Act (FFCRA) - Jana Still
   c. Small business recovery Grant program
   d. Miscellaneous issues related to COVID-19

Motion: Move that effective Monday we waive the box fare for transit
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried unanimously
Speaker(s): Cris Dosev, Barbara Mayall, and Larry Downs, Jr. **Web-based commenter(s):** Celeste Crooks, Joy Kristin, Samdra Rhoden, Dr. Julia Hart, John Smith, Beverly James, Marilyn Brown, Chandra Smiley, Dianne Krumel, Michael Minton, Frances Hinely, Helaine Gottschalk, Darrell Weeks, Alice Krueger, April Adams, and Cara Sprigg

Motion: So moved [the Escambia County Small Business COVID-19 Recovery Grant, as presented] with equitable distribution of funds among the five districts **For Information:** The Board discussed the grant criteria, the application process, and gave information regarding the Commissioners' expectations for the distribution of the funds. The Board also requested that the amount be increased to $103,000 so that 40 businesses can be funded and asked for information on the applications be brought back to the May 7th meeting.
Made by: Commissioner May **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speaker(s): Kelly Massey and Scott Luth

COUNTY ATTORNEY'S REPORT – Alison Rogers, County Attorney

I. FOR ACTION

1. Recommendation: That the Board approve the withdrawal of this office from further representation of Escambia County in this case and approve the substitution of Joseph Hammons in place of this office during the pendency of this litigation.

Motion: Move the balance in the affirmative **For Information:** The balance refers to County Attorney's Report Action items 1 through 4, as amended to drop item 3.
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried unanimously

2. Recommendation: That the Board take the following action concerning a Temporary Right of Entry Agreement with CSX Transportation, Inc., for the Bradley Boulevard Dirt Road Paving Project (this item was placed on the County Attorney's agenda at Commissioner Barry's request):

   A. Approve the Temporary Right of Entry Agreement with CSX Transportation, Inc.; and

   B. Authorize the Chairman or Vice-Chairman to execute the Agreement.

   [Note that this Temporary Right of Entry Agreement requires the County to agree to terms the County Attorney's Office usually advises against. However, CSX has declined any amendments to its language.]

   [Funding: Fund 353 LOST IV, Cost Center 210106, Object Code 56301, Project Number 20EN1185]

Motion: Move the balance in the affirmative **For Information:** The balance refers to County Attorney's Report Action items 1 through 4, as amended to drop item 3.
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried unanimously

COUNTY ATTORNEY'S REPORT – Continued

I. FOR ACTION – Continued

3. Recommendation: That the Board authorize the Chairman to execute the proposed settlement with the FDOH.

Motion: Move the balance in the affirmative **For Information:** The balance refers to County Attorney's Report Action items 1 through 4, as amended to drop item 3.
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried unanimously

4. Recommendation: That the Board take the following action:

   A. Approve the Settlement Agreement and General Release of All Claims which resulted from mediation in which the sum of $85,000.00 will be paid to Escambia County in exchange for the execution of mutual general releases by and between Escambia County and Spirit Solutions, Inc. and Spirit, Inc.; and

   B. Authorize the Chairman to execute the Settlement Agreement and Mutual General Release of all Claims to effectuate the agreed upon settlement.

Motion: Move the balance in the affirmative **For Information:** The balance refers to County Attorney's Report Action items 1 through 4, as amended to drop item 3. This item is in relation to the case of Esc. Co. v. Spirit, Inc./Spirit Solutions, Inc., Case No. 2019 CA 001402.
Made by: Commissioner Bergosh **Seconded by:** Commissioner May
Disposition: Carried unanimously

COUNTY ATTORNEY'S REPORT – Continued

II. FOR DISCUSSION

1. Recommendation: That the Board discuss and consider taking the following actions:

   A. Ratification of Escambia County State of Local Emergency Resolution R2020-26; and

   B. Ratification of Escambia County Emergency Order EO 20-3, regarding public meetings; and

   C. Extension of Escambia County Emergency Order related to Beach Closures [EO 20-4]; and

   D. Extension of Escambia County Emergency Order related to Tolling Permits [EO 20-5].

Motion: Move that we continue the closure of the beach until further action from the Board
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-1, with Commissioner Underhill voting "no"
Speaker(s): Mike Waters, Chance Walsh, Margie Mitchell, Barbara Mayall, Chip Simmons, and Larry Downs, Jr. **Web-based commenter(s):** Corinne Lenzo, Melissa Pino, Mark Faulkner, Lenore Taylor, Mary Bell Lunsford, Bryan Seifstein, Patricia Simmons, Diane Wahlquist, Charlotte Paddock, Christine Perlman, Kim Finley, Kathleen Green, Frederick Tufts, Kim Carmichael, Angela Bridged, Mark Thompson, Kelly Green, Ellen Fortinberry, Cindy Andresen, Rich Andresen, Regina Palmer, Debbie Waters, Kody Corduan, Melissa Corduan, Kim Engelhardt, V. Morris, Lilly Eubanks, Christy Woodring, Gay Nord, Wendy Myers, Barry Haftel, Anna Romero, Debra Little, Sandy Hill, Tracy Carlton, John Hill, Katy Lauderdale, Jacqueline Thomas, Ralph Allsopp, Madison Thompson, Sharon Clardy, Josh Green, Leyton Krohn, Susan Burgess, Jacob Gunn, Anita Feliciano, Hannah Waltman, Kimberly Graham, Lewis Attardo, Reilly Thompson, Donald Denby, Gabe Kale, Josh Lloyd, Karen Waltman, Morgan Taylor, Katie Blaine, Valerie Hawkins, Nolan Hasting, Lacey Carlile, Debora Hauck, Timothy Hauck, Sean Fell, Grace Ferebee, Theo Chenet, "Cabin Fevered Surfer," Dawn Thiery, Bryan Nunez, Hale Leal, Sherry Crutchfield, Norman Krueger, Thomas Taylor, Mary Gutierrez, Austin Binegar, Dawn Rudolph, Leason Dancaescu, Justin Bradburn, Gabe Wilson, Cherilyn Ramsey, Ben Loftin, Austin Van Meter, Josh Reeves, Abraham Wilson, Abi Leto, Julie Remke, Cinnamon Swift, Sarah Everhart, Luke Baldwin, Elizabeth Melton, Matthew V., Mylene Angus, Alexander McBride-Taylor, Jake McCaskill, Collin Kagan. Ron Helms, Chris Mayer, Sarabeth Gordon, Wallace West, Annalie Janus, Cole Smith, Tommy Printiss, and Charles Taylor

(Continued on Page 43)

COUNTY ATTORNEY'S REPORT – Continued

II. FOR DISCUSSION – Continued

1. Continued…

Motion: Move CAT II-1, A, B, and D
Made by: Commissioner Underhill **Seconded by:** Commissioner Bender
Disposition: Carried unanimously

2. Recommendation: That the Board approve, and authorize the Chairman to sign, a Resolution [R2020-35] extending the State of Local Emergency.

Motion: So moved
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

III. FOR INFORMATION

1. Recommendation: That the Board accept the following information that the Florida Commission on Human Relations has found that there was no reasonable cause to sustain the complaint by Ms. Barnes that the County had violated the Florida Civil Rights Act of 1992 when Ms. Barnes was terminated from her employment.

Disposition: No action taken

ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

1. Recommendation: That the Board approve funding $2,700.00 to support A.F.M. Church of God, Inc. Scholarship program [from] Commissioner Lumon May's discretionary fund.

Motion: That the Board approve $2,700 to support the A.F.M. Church of God Scholarship program
Made by: Commissioner May **Seconded by:** Commissioner Bender
Disposition: Carried 4-0, with Commissioner Underhill out of Board Chambers

ANNOUNCEMENTS – None.

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Regular Meeting of the Board of County Commissioners adjourned at 9:50 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: May 7, 2020

MINUTES OF THE SPECIAL MEETING OF
THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

APRIL 28, 2020

Present: Commissioner Steven L. Barry, Chairman, District 5
Commissioner Robert D. Bender, Vice Chairman, District 4
Commissioner Jeffrey W. Bergosh, District 1
Commissioner Lumon J. May, District 3
Commissioner Douglas B. Underhill, District 2
Janice Gilley, County Administrator
Alison Rogers, County Attorney
DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office
Alain Espinosa, Legal Office Administrator, County Attorney's Office
Shamara Jernigan, Agenda Program Coordinator, County Administrator's Office

Location: Ernie Lee Magaha Government Building, Board Chambers, First Floor
221 Palafox Place, Pensacola, Florida

Minutes prepared by: DeLana Allen-Busbee

AGENDA NUMBER

1. Call to Order

   Chairman Barry called the Special Meeting of the Board of County Commissioners to order at 10:02 a.m.

2. Advertisement of the Meeting

   The Board was advised by DeLana Allen-Busbee, Administrative Specialist, Clerk and Comptroller's Office, that the meeting was advertised in the *Pensacola News Journal* on April 25, 2020, in the Board's weekly meeting schedule.

Motion: So moved **For Information:** Commissioner Barry advised that the Chairman would entertain a motion for the waiving of the reading of the legal advertisement.
Made by: Commissioner Underhill **Seconded by:** Commissioner May
Disposition: Carried unanimously

FOR INFORMATION: The Board held a public comment period prior to beginning discussion of the item on the agenda and heard from the speakers listed below. Commissioner Barry advised that an option was provided to the public to provide comments via email regarding the plan to reopen the public portions of Escambia County beaches; as of 9:15 a.m., the County had received 1,191 comments and due to the large number of comments provided, they would not be read aloud. Each Commissioner received the comments prior to the meeting, and all comment forms are available in the Clerk to the Board's office of the Clerk of Court and are made a part of the Board's official record of the meeting. Commissioner Barry also advised that of the comments, 632 were in favor of reopening the beaches, 247 were in favor of reopening with restrictions, 250 emails were in favor of keeping the beaches closed, and 62 emails were categorized as other comments. Emails received after 9:15 are also made a part of the record, but are not included in the tally. Commissioner Barry led the Pledge of Allegiance, the Board observed a moment of silence, and a brief Commissioners' Forum was held.

Speaker(s):

Michael Bearden	Susan Fetsco	Alice Downs
Alan Mandell	Patsy Rourke	Charlie Rotenberry
Vivian McDaniel	Mike Bates	Larry Downs, Jr.
Michael [no last name given]	Mike Waters	Diane Chaney
Corey [no last name given]	Alexander Arduini	David Kettles

AGENDA NUMBER – Continued

3. Adoption of the Agenda

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

Motion: So moved
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

AGENDA NUMBER – Continued

4. Escambia County Public Beaches

   Recommendation: That the Board discuss the time frame for the reopening of Escambia County Public Beaches.

Motion: Move that we allow Emergency Order EO 20-4 to expire 30 minutes before sunrise on May 1st; that the beaches then be open 30 minutes before sunrise to 30 minutes after sunset; that the area under the pier is closed as lifeguards deem necessary to protect that; the pavilions are closed; we will work with the Administrator to set up the public facilities; and then also that we draft and sign a letter to the Florida Department of Environmental Protection Division of Recreation and Parks, as well as Superintendent Dan Brown of the Gulf Islands National Seashore requesting that they open their facilities in Escambia County; and that the beaches are reopened following the CDC guidelines of groups limited to ten or fewer and individuals will maintain a six foot distance from other groups and individuals not in their immediate group **For Information:** Commissioner Barry clarified that this action will remain in effect until the Board takes further action.
Made by: Commissioner Bender **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously
Speakers: Dr. John Lanza and Sheriff David Morgan

ITEMS ADDED TO THE AGENDA – COMMISSIONER DOUGLAS B. UNDERHILL

1. Direction on Use of Public Parks

   The Board discussed the issue regarding public parks and agreed to open outdoor park facilities and allow leagues to begin their spring seasons, with parks opening on May 1, 2020, and games able to begin on May 15, 2020. The Board also discussed having the partner organizations and governing boards of the leagues work to ensure the safe implementation of the relaxed restrictions as well as social distancing.

2. Request to the Governor to Allow On-Site Dining and Elective Procedures

   The Board discussed sending a letter to Governor DeSantis requesting the easing of restrictions relating to on-site dining at restaurants and elective procedures at medical and dental offices, and agreed that requesting restrictions be eased in a broader sense, rather than identifying specific restrictions would be the preferred content of the letter. After further discussion, the Board agreed to wait until Governor DeSantis released his recommendations for reopening the State once the Safer at Home Order expires on April 30th, and if the Board is not satisfied with the level at which restrictions are eased for our area, a letter will be sent after discussion at the May 7th Regular Board meeting.

ITEMS ADDED TO THE AGENDA – COMMISSIONER LUMON J. MAY

1. Recommendation: That the Board approve funding in the amount of $500.00 to support Epps Christian Center Food Drive and all items relating to the Food Drive from Commissioner Lumon May's discretionary fund.

Motion: Move Commissioner May's funding allocation of $500 from his discretionary fund for the Epps Christian Center and their food drive
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

ADJOURNMENT

There being no further business to come before the Board, Chairman Barry declared the Special Meeting of the Board of County Commissioners adjourned at 1:01 p.m.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST:

Pam Childers
Clerk of the Circuit Court & Comptroller

_____
Deputy Clerk

Approved: May 7, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17785 **Growth Management Report 12. 1.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/07/2020
Issue: 5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Adopting the 2019-2023 Update to the Five-Year Schedule of Capital Improvements
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:
5:45 p.m. - A Public Hearing Concerning the Review of an Ordinance Adopting the 2019-2023 Update to the Five-Year Schedule of Capital Improvements for Incorporation into Part II of the Escambia County Code of Ordinances

That the Board of County Commissioners (BCC) review and adopt an Ordinance adopting the 2019-2023 Update to the Five-Year Schedule of Capital Improvements for incorporation into Part II of the Escambia County Code of Ordinances.

BACKGROUND:
The purpose of this ordinance is to fulfill the requirements of Section 163.3177(3)(b), Florida Statutes and Objective CIE 1.2, Five-Year Schedule, Escambia County Comprehensive Plan: 2030 by adopting the 2019-2023 update to the Five-Year Schedule of Capital Improvements.

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

LEGAL CONSIDERATIONS/SIGN-OFF:
The attached Ordinance has been reviewed and approved for legal sufficiency by Kia M. Johnson, Assistant County Attorney. Any recommended legal comments are attached herein.

PERSONNEL:
No additional personnel are required for implementation of this Ordinance.

POLICY/REQUIREMENT FOR BOARD ACTION:

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

IMPLEMENTATION/COORDINATION:

Pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, due to the frequency of the updates to the Five-Year Schedule of Capital Improvements, this ordinance shall not be codified, but shall be recorded in a book kept for that purpose and maintained by the Clerk of the Board of the County Commissioners, in accordance with Section 125.68, Florida Statutes.

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

Attachments

Draft Ordinance
Clean Ordinance
Exhibit A
Exhibit B
Exhibit C

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: Ordinance for Annual Update to the 5-Year CIP

Date: 1-14-20

Date requested back by: 1-24-20

Requested by: JC Lemos

Phone Number: 595-3467

(LEGAL USE ONLY)

Legal Review by Kia M. Johnson

Date Received: 1-14-2020

X Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING THE 2019-2023 UPDATE TO THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR INCORPORATION INTO PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR RECORDING OF AN UNCODIFIED ORDINANCE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 163.3177(3)(b), Florida Statutes, and Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, the county is required to annually review and update its Five-Year Schedule of Capital Improvements; and

WHEREAS, the aforementioned provisions of Florida Statutes and the Escambia County Comprehensive Plan provide that modifications to update the Five-Year Schedule of Capital Improvements may be accomplished by ordinance, and may not be deemed amendments to the Comprehensive Plan; and

WHEREAS, pursuant to Section 125.68(1)(b), Florida Statutes, the Board of County Commissioners has determined that due to the frequency of the updates codification and publication of the updates is not reasonable, and,

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this ordinance and incorporation of the 2019-2023 Update to the Five-Year Schedule of Capital Improvements into the Escambia County Comprehensive Plan: 2030 is consistent with the intent of Objective CIE 1.2 of the Comprehensive Plan and is in the best interest of the County and its citizens;

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

Section 1. Purpose

The purpose of this ordinance is to fulfill the requirements of Section 163.3177(3)(b), Florida Statutes and Objective CIE 1.2, Five-Year Schedule, Escambia County Comprehensive Plan: 2030 by adopting the 2019-2023 update to the Five-Year Schedule of Capital Improvements.

Section 2. Schedule of Capital Improvements

The 2019-2023 update to the Five-Year Schedule of Capital Improvements, attached as Exhibit A, is hereby adopted, in accordance with guidance in Comprehensive Plan Objective CIE 1.2, Five-Year Schedule.

Section 3. Supporting Documents

A significant portion of the 2019-2023 update to the Five-Year Schedule of Capital Improvements includes information provided in the following documents, which are incorporated herein by reference:

The Florida–Alabama Transportation Planning Organization Fiscal-Years 2019-2023 Transportation Improvements Program (TIP), attached as Exhibit B.

The Escambia County School District Facility Work Plan, attached as Exhibit C.

Section 4. Severability

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

Section 5. Recording

Pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, due to the frequency of the updates to the Five-Year Schedule of Capital Improvements, this ordinance shall not be codified, but shall be recorded in a book kept for that purpose and maintained by the Clerk of the Board of the County Commissioners, in accordance with Section 125.68, Florida Statutes.

INTENTIONALLY LEFT BLANK

Section 6. Effective Date

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

DONE AND ENACTED this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

ORDINANCE NUMBER 2020-___

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ADOPTING THE 2019-2023 UPDATE TO THE FIVE-YEAR SCHEDULE OF CAPITAL IMPROVEMENTS FOR INCORPORATION INTO PART II OF THE ESCAMBIA COUNTY CODE OF ORDINANCES, THE ESCAMBIA COUNTY COMPREHENSIVE PLAN: 2030, AS AMENDED; PROVIDING FOR SEVERABILITY; PROVIDING FOR RECORDING OF AN UNCODIFIED ORDINANCE, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 163.3177(3)(b), Florida Statutes, and Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, the county is required to annually review and update its Five-Year Schedule of Capital Improvements; and

WHEREAS, the aforementioned provisions of Florida Statutes and the Escambia County Comprehensive Plan provide that modifications to update the Five-Year Schedule of Capital Improvements may be accomplished by ordinance, and may not be deemed amendments to the Comprehensive Plan; and

WHEREAS, pursuant to Section 125.68(1)(b), Florida Statutes, the Board of County Commissioners has determined that due to the frequency of the updates codification and publication of the updates is not reasonable, and,

WHEREAS, the Board of County Commissioners of Escambia County, Florida finds that the adoption of this ordinance and incorporation of the 2019-2023 Update to the Five-Year Schedule of Capital Improvements into the Escambia County Comprehensive Plan: 2030 is consistent with the intent of Objective CIE 1.2 of the Comprehensive Plan and is in the best interest of the County and its citizens;

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

Section 1. Purpose

The purpose of this ordinance is to fulfill the requirements of Section 163.3177(3)(b), Florida Statutes and Objective CIE 1.2, Five-Year Schedule, Escambia County Comprehensive Plan: 2030 by adopting the 2019-2023 update to the Five-Year Schedule of Capital Improvements.

Section 2. Schedule of Capital Improvements

The 2019-2023 update to the Five-Year Schedule of Capital Improvements, attached as Exhibit A, is hereby adopted, in accordance with guidance in Comprehensive Plan Objective CIE 1.2, Five-Year Schedule.

Section 3. Supporting Documents

A significant portion of the 2019-2023 update to the Five-Year Schedule of Capital Improvements includes information provided in the following documents, which are incorporated herein by reference:

The Florida–Alabama Transportation Planning Organization Fiscal-Years 2019-2023 Transportation Improvements Program (TIP), attached as Exhibit B.

The Escambia County School District Facility Work Plan, attached as Exhibit C.

Section 4. Severability

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

Section 5. Recording

Pursuant to Objective CIE 1.2, Escambia County Comprehensive Plan: 2030, due to the frequency of the updates to the Five-Year Schedule of Capital Improvements, this ordinance shall not be codified, but shall be recorded in a book kept for that purpose and maintained by the Clerk of the Board of the County Commissioners, in accordance with Section 125.68, Florida Statutes.

INTENTIONALLY LEFT BLANK

Section 6. Effective Date

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

DONE AND ENACTED this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

By: _____ Date Executed: _____
Deputy Clerk

(SEAL)

ENACTED:

FILED WITH THE DEPARTMENT OF STATE:

EFFECTIVE DATE:

EXHIBIT A

2019-2023
UPDATE TO THE FIVE-YEAR CAPITAL IMPROVEMENTS PROGRAM SCHEDULE

INDEX

DEPARTMENT	LOCATION
Overview	Pages 3-4
Office of Management & Budget	Pages 5-16
Traffic & Transportation	Pages 17-19
Stormwater/Drainage	Pages 20-24
Parks & Recreation	Pages 25-27
Solid Waste	Pages 29-30
Mass Transit	Pages 31-39

The Five-Year Schedule of Capital Improvements
Overview

Policies within the Comprehensive Plan require that the County maintain a Five-Year Schedule of Capital Improvements, and to use the information provided within the Schedule as the specific guide that the County will use to determine the construction of capital facilities and the maintenance of LOS standards. Modifications to update the Five-Year Schedule of Capital Improvements may be accomplished by ordinance and may not be deemed amendments to the Comprehensive Plan. Due to the frequency of the updates, these ordinances shall not be codified but shall be recorded in a book kept for that purpose and maintained by the clerk of the Board of County Commissioners in accordance with Section 125.68, Florida Statutes.

Project Prioritization. Escambia County will evaluate and rank capital improvement projects in the Five-Year Schedule of Capital Improvements by using the following criteria to prioritize:
a. The elimination of future public hazards to preserve the health, safety, and welfare of the public;
b. The elimination of any existing capacity or LOS deficits;
c. The impact on the annual operating budget and Capital Improvements Program (CIP) of Escambia County;
d. Locational needs based on projected growth patterns;
e. The accommodation of new development and redevelopment facility demands; and
f. Plans of the NWFWMD, Escambia County School Board, FDOT, and other state agencies or entities that provide public facilities within the jurisdiction of Escambia County.

Funding Prioritization. Escambia County will prioritize funding for capital improvements in a manner that generally assigns priority to the renewal and replacement of obsolete or worn-out facilities, assigns second priority to correcting existing deficiencies in public facilities, and assigns third priority to facilities necessary to accommodate desired future growth. Nothing in this policy will preclude Escambia County from increasing or rearranging the priority of any capital improvement project so that cost savings may be realized or LOS standards may be met.

Incorporation of School Board's 5-Year District Facilities Work Plan. The County hereby incorporates by reference the Escambia County School District current Work Plan for the 5-Year District Facilities Work Program approved by the School Board of Escambia County. The Work Plan includes school capacity sufficient to meet anticipated student demands projected by the County and municipalities in consultation with the School Board's projections of student enrollment, based on the adopted level of service standards for public schools.

Incorporation of Florida-Alabama Transportation Planning Organization 5-Year Transportation Improvement Program. The County incorporates, by reference, the Florida-Alabama Transportation Planning Organization (TPO), Transportation Improvement Program (TIP). The TIP provides a project listing that reflects the needs and desires of the TPO Study

Area. The TIP is a 5-Year plan for transportation improvements within the TPO Study Area that contains information about the type of work to be completed, project phasing, estimated costs, and funding sources. The TIP is developed by the FL-AL TPO in cooperation with the Florida Department of Transportation (FDOT), the Alabama Department of Transportation (ALDOT), and the respective local governments within the TPO region.

2019-2023

Annual Update to the Five-Year

Schedule of Capital

Improvements

Office of Management & Budget Documentation

PURPOSE OF THE CAPITAL IMPROVEMENT PROGRAM

The Capital Improvements Program (CIP) provides a planned and programmed approach to utilizing the County's financial resources in the most responsive and efficient manner to meet its service and facility needs. The CIP serves as a "blueprint" for the future of the community. It is a dynamic tool, not a static accounting document. Development of the CIP requires the integration of financial, engineering, and planning functions. The CIP is developed to achieve the following results:

- Consolidating and coordinating all department requests with the goal of reducing unnecessary delays and coordinating the individual improvement programs of the departments;

- Establishing a system of procedures and priorities by which each proposal can be evaluated in terms of public need, the comprehensive planning of the area, the inter-relationship of projects, and cost requirements;

- Scheduling capital projects over an extended period so that the most efficient financial plan for the CIP can be achieved;

- Relating needed projects to existing and projected fiscal capacity; and

- Providing that public facilities and services meet or exceed the standards established in the Capital Improvements Element (CIE) required by Florida Statutes 163.3177 and are available when needed for development, or that development orders and permits are conditioned on the availability of these public facilities and services necessary to serve the proposed development. Not later than one year after its due date established by the state land planning agency's rule for submission of local comprehensive plans pursuant to F.S. 163.3167(2)k a local government shall not issue a development order or permit which results in a reduction in the level of service for the affected public facilities below the level of services provided in the comprehensive plan of the local government.

Capital Expenditures Defined: Expenditures which result in the acquisition of, or addition to, general fixed assets, with a value of more than one thousand dollars, and a useful life of more than one year. Additionally, capital purchases of major equipment items which are not permanently attached to a public facility. This would include the replacement or addition of major motorized and other equipment.

The CIP establishes the proper interface with the Capital Improvements Element as required by the County's Comprehensive Plan, adopted on October 20, 1993, which states:

> The County shall formalize a process for the update and refinement of multi-year projections of fiscal resources such that a financially feasible schedule of capital improvements is maintained.

Adoption of annual budgets included a specific capital budget which implemented adequate funding sources and which was consistent with the CIE.

The CIP shall embody and be consistent with the following:

- The maintenance of existing infrastructure, including renewal/replacement of worn-out facilities, shall be specifically projected and funding identified;

- Debt obligations shall be specifically identified and projected to ensure compliance with debt covenants, including coverage requirements;

- A debt management strategy and set of criteria which shall be based upon debt management principals;

- Maintenance of levels of budgeted and undesignated reserves adequate to serve sound public fiscal management purposes; and

- Equity of the uses of a revenue source relative to the populace generating the revenue.

Impact of the Capital Program on the Operating Budget:

- In approving the capital program each year, the Board of County Commissioners considers a detailed analysis of the projected impacts of the program on future operating budgets. These include, but are not limited to, the direct impacts of capital financing and increased operating expenses and staff requirements. In many instances, operating impacts are negligible and difficult to compute. For example paving dirt roads eliminates the need for continual grading but creates a need for periodic right-of-way maintenance. As more projects are added to the Capital Improvement Plan, staff members are striving to quantify better estimates for future operating expenses to insure all funds remain structurally balanced.

The presentation that follows includes the Capital Improvement Plan and the Capital Budget. The Capital Improvement Plan contains funding for those projects with a value of $25,000 and above. The Capital Budget contains the plan for the purchase of all capital items with a value of $1,000 and above. The difference, therefore, between the aggregate funding in the Capital Budget and the funding in the CIP represents those capital outlays with a value between $1,000 and $25,000.

Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program
(Routine)

	Description	Adopted Total 2019/20	2020/21	2021/22	2022/23	2023/24
Fund:	**GENERAL FUND**					
	Building Services - Animal Control					
001	1 - Replacement Laptop Computer	2,000	0	0	0	0
	Community & Media Services					
001	1 - Replacement Laptop Computer	2,000	0	0	0	0
001	1 - Video Camera	5,000	0	0	0	0
	Emergency Management					
001	Replace Computer	6,328	0	0	0	0
001	Voice Over IP Maintenance	15,000	150	150	150	150
	Executive Support					
001	1 - Replacement Laptop Computer	2,400	0	0	0	0
	Extension Services - Administration					
001	3 - Replacement Computers	4,500	0	0	0	0
	Information Resources - Administration					
001	County-wide Scheduled Replacements (Computers, and other Equipment)	35,200	0	0	0	0
	Information Resources - Telecommunications					
001	Voice Over IP Equipment for Facilities	23,600	150	150	150	150
	Neighborhood & Human Services					
001	3 - Laptop Computers	3,951	0	0	0	0
	Pre-Trial Release					
001	4 - Laptop Computers	5,268	0	0	0	0
	Supervisor of Elections					
001	Computers and other Devices	29,000	0	0	0	0
	Total General Fund	**134,247**	**300**	**300**	**300**	**300**
Fund:	**CODE ENFORCEMENT FUND**					
	Environmental Code Enforcement					
103	4 - Replacement Vehicle Radios	11,200	0	0	0	0
103	1 - Laptop Computer	1,375	0	0	0	0
	Total Code Enforcement Fund	**12,575**	**0**	**0**	**0**	**0**
Fund:	**OTHER GRANTS & PROJECTS FUND**					
	Vessel Registration Fees/ Florida Boating Improvement					
	Installation of new Waterway Signage; Boat Ramp Construction -					
110	Perdido Bay Boat Ramp	38,000	350	350	350	350
110	Hazards Materials Plan	11,707	0	0	0	0
	Total Other Grants & Projects Fund	**49,707**	**350**	**350**	**350**	**350**
Fund:	**LIBRARY FUND**					
	Library Operations					
113	Books, Publications and Library Materials	471,179	0	0	0	0
	Library Information Systems					
113	10 - Laptops / 4 - Projectors	23,222	0	50	0	50
	Total Library Fund	**494,401**	**0**	**50**	**0**	**50**
Fund:	**MISDEMEANER PROBATION FUND**					
	Check Restitution					
114	1 - Computer Replacement	1,317	0	0	0	0
	Total Misdemeanor Probation Fund	**1,317**	**0**	**0**	**0**	**0**
Fund:	**ARTICLE V FUND**					
	State Attorney - Escambia County (Circuit Criminal)					
115	Replacements for Server and Copier/Scanner/Printer	18,000	150	150	150	150
	State Attorney - Santa Rosa Technology					
115	Replacements for Computer Equipment	22,000	0	0	0	0

Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program
(Routine)

	Description	Adopted Total 2019/20	2020/21	2021/22	2022/23	2023/24
	State Attorney - Okaloosa Technology					
115	Replace 2 - Copiers and Computer Equipment	34,000	150	150	150	150
	State Attorney - Walton Technology					
115	Replace 1 - Copier and Computer Equipment	13,000	150	150	150	150
	Court Administration - Courthouse Security					
115	Security Equipment	5,000	230	210	210	210
	Court Administration - Court Technology					
115	Computer Equipment	32,500	0	0	0	0
	Court Administration - Santa Rosa Technology					
115	SmartBench Server, Cisco Switch, Firewall, KVM console, UPS, SAN, Server Rack, and AC Unit	18,500	120	120	120	120
	Court Administration - Okaloosa Technology					
115	SmartBench Server, Cisco Switch, Firewall, KVM console, UPS, SAN and Server Rack	25,500	1,250	1,250	1,250	1,250
	Total Article V Fund	**168,500**	**2,050**	**2,030**	**2,030**	**2,030**
Fund:	**AFFORDABLE HOUSING FUND**					
	Escambia Affordable Housing					
124	Lee - Sidewalk & Sewer & Gonzales Sidewalk Projects	400,000	0	0	0	0
	Total Fire Protection Fund	**400,000**	**0**	**0**	**0**	**0**
Fund:	**CDBG ENTITLEMENT FUND**					
	CDBG 2019 ADMINISTRATION/PLANNING					
129	CRA Improvement Project	250,000	0	0	0	0
129	County Wide ADA Improvements	6,000	0	0	50	0
129	2019 Administration / Planning	505,295	0	0	0	0
129	2018 Administration / Planning	18,409	0	0	0	0
	Total CDBG Entitlement Fund	**779,704**	**0**	**0**	**50**	**0**
Fund:	**FIRE PROTECTION FUND**					
	Fire Department Paid					
143	1 - laptop Computer Replacement	4,350	0	0	0	0
143	Industrial Washers	75,000	5,000	5,000	5,000	5,000
	Total Fire Protection Fund	**79,350**	**5,000**	**5,000**	**5,000**	**5,000**
Fund:	**E-911 OPERATIONS FUND**					
	E-911 Communications					
145	Match for State Grant	155,497	0	0	0	0
	Total Fire Protection Fund	**155,497**	**0**	**0**	**0**	**0**
Fund:	**COMMUNITY REDEVELPOMENT FUND**					
	Community Redevelopment Brownsville					
151	Sidewalk & Sewer Projects	100,000	0	0	0	0
	Community Redevelopment Warrington					
151	Sidewalk & Sewer Projects	120,000	0	0	0	0
151	Lighting Projects	250,000	50,000	55,000	55,000	60,000
151	Gateway Improvement	20,000	0	0	0	0
	Community Redevelopment Palafox					
151	Acquisition of Land for Blight Project	22,000	0	0	0	0
151	Sidewalk Projects	140,114	0	0	0	0
	Community Redevelopment Barrancas					
151	Sidewalk Projects	130,384	0	0	0	0
	Community Redevelopment Englewood					
151	Gateway project	20,000	500	500	500	500
	Community Redevelopment Cantonment					
151	Sidewalk Projects	50,000	0	0	0	0

Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program
(Routine)

	Description	Adopted Total 2019/20	2020/21	2021/22	2022/23	2023/24
	Community Redevelopment Ensley					
151	Gateway signs, beautification/ landscape project phase 1	138,261	5,000	5,000	5,000	5,000
	Community Redevelopment Atwood					
151	Sidewalk Projects	60,000	0	0	0	0
	Community Redevelopment Oakfield					
151	Gateway signs, beautification/ landscape projects	10,000	1,000	1,000	1,000	1,000
	Neighborhood Restoration					
151	Sidewalks	5,000	0	0	0	0
	Total Community Redevelopment Fund	**1,065,759**	**56,500**	**61,500**	**61,500**	**66,500**
Fund:	**TRANSPORTATION TRUST FUND**					
	Engineering - Transportation					
175	2 - Laptop Computers	2,634	0	0	0	0
175	KIP system	1,000	0	0	0	0
	Total Drainage Basin Fund	**3,634**	**0**	**0**	**0**	**0**
Fund:	**DRAINAGE BASIN FUND**					
	Engineering					
181	Drainage Projects	98,098	0	0	0	0
	Total Drainage Basin Fund	**98,098**	**0**	**0**	**0**	**0**
Fund:	**LOCAL OPTION SALES TAX IV FUND**					
	PUBLIC FACILITIES & PROJECTS					
353	Supervisor Of Elections - Precinct Election Management System	0	0	0	0	0
353	Tax Collector Buildings/ Land Acquisition	1,580,000	0	0	0	0
353	Board of County Commissioners - County Signalization	0	0	0	0	0
353	Board of County Commissioners - Discretionary	9,600,000	0	0	0	0
353	New Jail/Debt Service	0	0	0	0	0
	PARKS & RECREATION					
353	Equestrian Center Development & Maintenance	171,000	0	0	0	0
353	Countywide Park Maintenance	600,000	0	0	0	0
353	County Park Development and Enhancements	1,296,891	0	0	0	0
353	County Operated Event Facilities Management	600,000	0	0	0	0
353	County Park ADA requirements and Special Needs Projects	200,000	0	0	0	0
	NEIGHBORHOOD & HUMAN SERVICES					
353	Afterschool Programs	19,000	0	0	0	0
353	Youth Summer Camps	50,200	0	0	0	0
353	Operating Supplies for Afterschool & Youth Programs	10,500	0	0	0	0
353	Project Coordinator	111,600	0	0	0	0
353	Blighted Area reduction	0	0	0	0	0
353	Dirt Road Paving / CRAs	0	0	0	0	0
353	2 P/T Community Center Workers	0	0	0	0	0
	TRANSPORTATION & DRAINAGE					
353	Projects - Design / Construction	1,496,845	0	0	0	0
	NATURAL RESOURCES					
353	Southwest Greenway - Trail/Boardwalk Rehabilitation	0	0	0	0	0
353	Southwest Greenway - Land Acquisition/Trail Construction West of Fairfield	0	0	0	0	0
353	Replace Equipment As Required	0	0	0	0	0
353	Southwest Greenway	0	0	0	0	0
353	Stream/Floodplain Restoration	0	0	0	0	0
353	Fire Prevention Equipment	0	0	0	0	0
353	Water Quality Improvement	0	0	0	0	0
353	NPDES Permit Monitoring Requirements	0	0	0	0	0

Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program
(Routine)

	Description	Adopted Total 2019/20	2020/21	2021/22	2022/23	2023/24
	ECONOMIC DEVELOPMENT					
353	Navy Federal	0	0	0	0	0
353	PEDC/ Foundations for the Future	550,000	0	0	0	0
353	Gulf Coast African-American Chamber of Commerce	60,000	0	0	0	0
353	Century Chamber of Commerce	55,000	0	0	0	0
353	Junior Achievement	20,000	0	0	0	0
353	School Readiness Coalition	238,875	0	0	0	0
353	Escambia County Summer Work Program	302,041	0	0	0	0
353	ST Aerospace	0	0	0	0	0
	JUDICIAL CAPITAL IMPROVEMENTS					
353	Replace carpet in numerous courtrooms & 2nd floor Clerks	0	0	0	0	0
353	Courtroom Video Enhancements & Audio Replacement	0	0	0	0	0
353	Upgrade DVRs at the MCB	0	0	0	0	0
353	Safety Lighting	0	0	0	0	0
353	Jury and Audience Affixed Seating	0	0	0	0	0
353	Public Defender Work Area	0	0	0	0	0
353	Primary Entrance Renovation	0	0	0	0	0
353	Court Function operations	0	0	0	0	0
	DETENTION					
353	Main Jail Upgrades - Interim Jail Issues	0	0	0	0	0
	PUBLIC SAFETY / FIRE					
353	Emergency Communications Radio System Upgrades	2,175,000	0	0	0	0
353	Emergency Communications Radio Tower	1,000,000	0	0	0	0
353	EOC Appurtenances/ Building	600,000	0	0	0	0
353	EMS Buildings	1,000,000	0	0	0	0
353	EMS Ambulances/ Staff Vehicles	500,000	0	0	0	0
353	Public Safety Building	0	0	0	0	0
353	Water Safety Vehicles	60,000	0	0	0	0
353	Water Safety Life Guard Stand	100,000	0	0	0	0
353	Fire Department Buildings	0	0	0	0	0
353	Fire Department Training Facilities	2,000,000	0	0	0	0
353	Fire Apparatus/ Staff Vehicles	0	0	0	0	0
	SHERIFF'S CAPITAL PROJECTS					
353	Sheriff Facilities, Firing Range and Vehicle Replacements	4,888,167	0	0	0	0
	LOST IV Project Reserve Adjustments					
353	Less Reserve Allocations	0	0	0	0	0
	Total Local Option Sales Tax IV Fund	**29,285,119**	**0**	**0**	**0**	**0**
Fund:	**SOLID WASTE FUND**					
	Administration					
401	Replacement for Refrigerator	1,800	0	0	0	0
	Environmental Quality					
401	Replacement Generator	60,000	2,000	2,000	2,000	2,000
	Transfer Station					
401	5 - Walking Floor Trailers	440,000	4,000	4,000	4,000	4,000
	SWM Operations					
401	Hydraulic Pump, Hydraulic Excavator & 2 - Trucks	320,000	15,000	15,000	15,000	15,000
	Projects					
401	Land Fill Mining Phase 2 Design & Construction for 15 acres and Asphalt paving of Haul Road	3,925,000	0	0	0	0
	Total Solid Waste Fund	**4,746,800**	**21,000**	**21,000**	**21,000**	**21,000**
Fund:	**BAY CENTER FUND**					
	Civic Center-Capital					
409	Pensacola Bay Center Capital Improvements	200,000	0	0	0	0
	Total Bay Center Fund	**200,000**	**0**	**0**	**0**	**0**
	GRAND TOTAL:	**37,674,708**	**85,200**	**90,230**	**90,230**	**95,230**

Escambia County Government
Office of Management & Budget
Adopted Capital Project Request FY 19/20
& Five Year Operating Cost
(NON-ROUTINE)

	Description	Adopted Total 2019/20	Five-Year Operating Projection 2020/21	2021/22	2022/23	2023/24	2024/25
FUND:	**LOCAL OPTION SALES TAX (LOST IV)**						
	Public Facilities & Projects						
353	**Jail Bond Debt Service**	**4,200,000**	**0**	**35,607,521**	**37,250,186**	**38,950,749**	**40,711,074**
	Completion Date: Projected completion date is First Quarter of 2021.						
	Annual Operating Costs: Costs are for personnel, operating expenses, medical expenses and jail commissary to meet state and federal standards.						
	Annual Operating Savings: The County will save approximately $4 million in operating costs and incur roughly $4 million in additional positions and salary costs when the new Jail/Facility opens, this will net to a zero savings long-term. Inmates currently housed in Walton County facilities will be brought back to Escambia County (costing approximately $50/day).						
	Description: The new jail complex is replacing an old jail that was destroyed due to flooding and a subsequent explosion to the structure leaving it beyond repair. Total projected cost $128 - $129 million						
353	**Reserves for Future Projects to be determined in FY19/20**	**8,507,110**	**0**	**0**	**0**	**0**	**0**
	Completion Date: Allocation of funds by 12/2019						
	Annual Operating Costs: No determination at this time. The Board of County Commissioners placed this amount in reserves pending future determination.						
	Annual Operating Savings: No determination at this time.						
	Description: At the Board of County Commissioners' June 24 and 25, 2019 board meetings, the Commissioners place $8,507,110 in reserve pending the Board's decision on how the funds will be allocated and prioritized.						
353	**Transfer to Judiciary per Florida Statute Chapter 212**	**820,662**	**300,000**	**200,000**	**200,000**	**200,000**	**100,000**
	Completion Date: Funds will be allocated as needed to complete the tasks in a timely manner.						
	Annual Operating Costs: Equipment operations and purchases for maintaining computer and communications systems in support of the Judiciary.						
	Annual Operating Savings: There is no savings associated with this allocation.						
	Description: Local Option Sales Tax (LOST) funds as allowed by Florida Statues 212.055(2) are distributed as follows. These funds are for technology replacement and upgrades such as routers, repeaters and computers in support of the Judicial Court Administration and State Attorney operations.						
	Economic Development						
353	**Navy Federal Credit Union**	**500,000**	**0**	**0**	**0**	**0**	**0**
	Completion Date: Expected during **Calendar** Year 2019						
	Annual Operating Costs: There is no associated operating costs to the County.						
	Annual Operating Savings: There are no associated savings to the County.						
	Description: This is an economic incentive agreement payment to Navy Federal Credit Union to encourage future growth and employment There are more than 7,030 employees currently with Navy Federal with a goal of an additional 2,970 employees, totaling approximately 10,000.						
	Total Local Option Sales Tax IV Fund	**14,027,772**	**300,000**	**35,807,521**	**37,450,186**	**39,150,749**	**40,811,074**

	Description	Adopted Total 2019/20	2020/21	2021/22	2022/23	2023/24
Fund:	**GENERAL FUND**					
	Building Services - Animal Control					
001	1 - Replacement Laptop Computer	2,000	0	0	0	0
	Community & Media Services					
001	1 - Replacement Laptop Computer	2,000	0	0	0	0
001	1 - Video Camera	5,000	0	0	0	0
	Emergency Management					
001	Replace Computer	6,328	0	0	0	0
001	Voice Over IP Maintenance	15,000	0	0	0	0
	Executive Support					
001	1 - Replacement Laptop Computer	2,400	0	0	0	0
	Extension Services - Administration					
001	3 - Replacement Computers	4,500	0	0	0	0
	Information Resources - Administration					
001	County-wide Scheduled Replacements (Computers, and other Equipment)	35,200	0	0	0	0
	Information Resources - Telecommunications					
001	Voice Over IP Equipment for Facilities	23,600	0	0	0	0
	Neighborhood & Human Services					
001	3 - Laptop Computers	3,951	0	0	0	0
	Pre-Trial Release					
001	4 - Laptop Computers	5,268	0	0	0	0
	Supervisor of Elections					
001	Computers and other Devices	29,000	0	0	0	0
	Total General Fund	**134,247**	**0**	**0**	**0**	**0**
Fund:	**CODE ENFORCEMENT FUND**					
	Environmental Code Enforcement					
103	4 - Replacement Vehicle Radios	11,200	0	0	0	0
103	1 - Laptop Computer	1,375	0	0	0	0
	Total Code Enforcement Fund	**12,575**	**0**	**0**	**0**	**0**
Fund:	**OTHER GRANTS & PROJECTS FUND**					
	Vessel Registration Fees/ Florida Boating Improvement					
	Installation of new Waterway Signage; Boat Ramp Construction -					
110	Perdido Bay Boat Ramp	38,000	0	0	0	0
110	Hazards Materials Plan	11,707	0	0	0	0
	Total Other Grants & Projects Fund	**49,707**	**0**	**0**	**0**	**0**
Fund:	**LIBRARY FUND**					
	Library Operations					
113	Books, Publications and Library Materials	471,179	0	0	0	0
	Library Information Systems					
113	10 - Laptops / 4 - Projectors	23,222	0	0	0	0
	Total Library Fund	**494,401**	**0**	**0**	**0**	**0**
Fund:	**MISDEMEANER PROBATION FUND**					
	Check Restitution					
114	1 - Computer Replacement	1,317	0	0	0	0
	Total Misdemeanor Probation Fund	**1,317**	**0**	**0**	**0**	**0**
Fund:	**ARTICLE V FUND**					
	State Attorney - Escambia County (Circuit Criminal)					
115	Replacements for Server and Copier/Scanner/Printer	18,000	0	0	0	0
	State Attorney - Santa Rosa Technology					
115	Replacements for Computer Equipment	22,000	0	0	0	0

	Description	Adopted Total 2019/20	2020/21	2021/22	2022/23	2023/24
	State Attorney - Okaloosa Technology					
115	Replace 2 - Copiers and Computer Equipment	34,000	0	0	0	0
	State Attorney - Walton Technology					
115	Replace 1 - Copier and Computer Equipment	13,000	0	0	0	0
	Court Administration - Courthouse Security					
115	Security Equipment	5,000	0	0	0	0
	Court Administration - Court Technology					
115	Computer Equipment	32,500	0	0	0	0
	Court Administration - Santa Rosa Technology					
115	SmartBench Server, Cisco Switch, Firewall, KVM console, UPS, SAN, Server Rack, and AC Unit	18,500	0	0	0	0
	Court Administration - Okaloosa Technology					
115	SmartBench Server, Cisco Switch, Firewall, KVM console, UPS, SAN and Server Rack	25,500	0	0	0	0
	Total Article V Fund	**168,500**	**0**	**0**	**0**	**0**
Fund:	**AFFORDABLE HOUSING FUND**					
	Escambia Affordable Housing					
124	Lee - Sidewalk & Sewer & Gonzales Sidewalk Projects	400,000	0	0	0	0
	Total Fire Protection Fund	**400,000**	**0**	**0**	**0**	**0**
Fund:	**CDBG ENTITLEMENT FUND**					
	CDBG 2019 ADMINISTRATION/PLANNING					
129	CRA Improvement Project	250,000	0	0	0	0
129	County Wide ADA Improvements	6,000	0	0	0	0
129	2019 Administration / Planning	505,295	0	0	0	0
129	2018 Administration / Planning	18,409	0	0	0	0
	Total CDBG Entitlement Fund	**779,704**	**0**	**0**	**0**	**0**
Fund:	**FIRE PROTECTION FUND**					
	Fire Department Paid					
143	1 - laptop Computer Replacement	4,350	0	0	0	0
143	Industrial Washers	75,000	0	0	0	0
	Total Fire Protection Fund	**79,350**	**0**	**0**	**0**	**0**
Fund:	**E-911 OPERATIONS FUND**					
	E-911 Communications					
145	Match for State Grant	155,497	0	0	0	0
	Total Fire Protection Fund	**155,497**	**0**	**0**	**0**	**0**
Fund:	**COMMUNITY REDEVELPOMENT FUND**					
	Community Redevelopment Brownsville					
151	Sidewalk & Sewer Projects	100,000	0	0	0	0
	Community Redevelopment Warrington					
151	Sidewalk & Sewer Projects	120,000	0	0	0	0
151	Lighting Projects	250,000	0	0	0	0
151	Gateway Improvement	20,000	0	0	0	0
	Community Redevelopment Palafox					
151	Acquisition of Land for Blight Project	22,000	0	0	0	0
151	Sidewalk Projects	140,114	0	0	0	0
	Community Redevelopment Barrancas					
151	Sidewalk Projects	130,384	0	0	0	0
	Community Redevelopment Englewood					
151	Gateway project	20,000	0	0	0	0
	Community Redevelopment Cantonment					
151	Sidewalk Projects	50,000	0	0	0	0

	Description	Adopted Total 2019/20	2020/21	2021/22	2022/23	2023/24
	Community Redevelopment Ensley					
151	Gateway signs, beautification/ landscape project phase 1	138,261	0	0	0	0
	Community Redevelopment Atwood					
151	Sidewalk Projects	60,000	0	0	0	0
	Community Redevelopment Oakfield					
151	Gateway signs, beautification/ landscape projects	10,000	0	0	0	0
	Neighborhood Restoration					
151	Sidewalks	5,000	0	0	0	0
	Total Community Redevelopment Fund	**1,065,759**	**0**	**0**	**0**	**0**
Fund:	**TRANSPORTATION TRUST FUND**					
	Engineering - Transportation					
175	2 - Laptop Computers	2,634	0	0	0	0
175	KIP system	1,000	0	0	0	0
	Total Drainage Basin Fund	**3,634**	**0**	**0**	**0**	**0**
Fund:	**DRAINAGE BASIN FUND**					
	Engineering					
181	Drainage Projects	98,098	0	0	0	0
	Total Drainage Basin Fund	**98,098**	**0**	**0**	**0**	**0**
Fund:	**LOCAL OPTION SALES TAX IV FUND**					
	PUBLIC FACILITIES & PROJECTS					
353	Supervisor Of Elections - Precinct Election Management System	0	0	0	0	0
353	Tax Collector Buildings/ Land Acquisition	1,580,000	0	0	0	0
353	Board of County Commissioners - County Signalization	0	0	0	0	0
353	Board of County Commissioners - Discretionary	9,600,000	0	200,000	3,500,000	0
353	New Jail/Debt Service	4,200,000	4,200,000	4,200,000	4,200,000	4,200,000
	PARKS & RECREATION					
353	Equestrian Center Development & Maintenance	171,000	0	0	0	0
353	Countywide Park Maintenance	600,000	600,000	600,000	600,000	600,000
353	County Park Development and Enhancements	1,296,891	1,296,891	1,296,891	1,296,891	1,296,891
353	County Operated Event Facilities Management	600,000	600,000	600,000	600,000	600,000
353	County Park ADA requirements and Special Needs Projects	200,000	200,000	200,000	200,000	200,000
	NEIGHBORHOOD & HUMAN SERVICES					
353	Afterschool Programs	19,000	19,000	19,000	19,000	19,000
353	Youth Summer Camps	50,200	50,200	50,200	50,200	50,200
353	Operating Supplies for Afterschool & Youth Programs	10,500	10,500	10,500	10,500	10,500
353	Project Coordinator	111,600	62,179	64,044	65,965	67,943
353	Blighted Area reduction	0	0	0	2,000,000	0
353	Dirt Road Paving / CRAs	0	0	0	0	1,737,665
353	2 P/T Community Center Workers	0	0	0	0	0
	TRANSPORTATION & DRAINAGE					
353	Projects - Design / Construction	1,496,845	13,405,556	14,980,556	8,445,556	7,605,556
	NATURAL RESOURCES					
353	Southwest Greenway - Trail/Boardwalk Rehabilitation	0	25,000	25,000	25,000	25,000
353	Southwest Greenway - Land Acquisition/Trail Construction West of Fairfield	0	50,000	0	0	0
353	Replace Equipment As Required	0	50,000	25,000	50,000	25,000
353	Southwest Greenway	0	200,000	0	200,000	0
353	Stream/Floodplain Restoration	0	0	0	500,000	0
353	Fire Prevention Equipment	0	0	0	0	0
353	Water Quality Improvement	0	0	0	500,000	1,000,000
353	NPDES Permit Monitoring Requirements	0	0	0	0	0

Escambia County Government
Office of Management & Budget
Adopted Capital Improvement Program

	Description	Adopted Total 2019/20	2020/21	2021/22	2022/23	2023/24
	ECONOMIC DEVELOPMENT					
353	Navy Federal	500,000	500,000	500,000	500,000	500,000
353	PEDC/ Foundations for the Future	550,000	550,000	550,000	550,000	550,000
353	Gulf Coast African-American Chamber of Commerce	60,000	60,000	60,000	60,000	60,000
353	Century Chamber of Commerce	55,000	55,000	55,000	55,000	55,000
353	Junior Achievement	20,000	20,000	20,000	20,000	20,000
353	School Readiness Coalition	238,875	238,875	238,875	238,875	238,875
353	Escambia County Summer Work Program	302,041	240,000	240,000	240,000	240,000
353	ST Aerospace	0	0	0	3,200,000	7,300,000
	JUDICIAL CAPITAL IMPROVEMENTS					
353	Replace carpet in numerous courtrooms & 2nd floor Clerks	0	0	0	0	0
353	Courtroom Video Enhancements & Audio Replacement	300,000	300,000	200,000	200,000	200,000
353	Upgrade DVRs at the MCB	0	40,000	0	0	0
353	Safety Lighting	0	0	0	0	0
353	Jury and Audience Affixed Seating	0	0	0	0	0
353	Public Defender Work Area	0	0	0	0	0
353	Primary Entrance Renovation	0	0	0	0	0
353	Court Function operations	520,662	0	0	0	0
	DETENTION					
353	Main Jail Upgrades - Interim Jail Issues	0	3,000,000	6,518,733	0	0
	PUBLIC SAFETY / FIRE					
353	Emergency Communications Radio System Upgrades	2,175,000	0	0	0	0
353	Emergency Communications Radio Tower	1,000,000	0	1,000,000	0	0
353	EOC Appurtenances/ Building	600,000	0	0	0	300,000
353	EMS Buildings	1,000,000	0	0	0	0
353	EMS Ambulances/ Staff Vehicles	500,000	500,000	500,000	2,550,000	500,000
353	Public Safety Building	0	2,912,891	0	0	0
353	Water Safety Vehicles	60,000	60,000	60,000	60,000	60,000
353	Water Safety Life Guard Stand	100,000	100,000	100,000	0	0
353	Fire Department Buildings	0	1,500,000	0	0	3,100,000
353	Fire Department Training Facilities	2,000,000	0	0	0	0
353	Fire Apparatus/ Staff Vehicles	0	1,000,000	0	0	1,000,000
	SHERIFF'S CAPITAL PROJECTS					
353	Sheriff Facilities, Firing Range and Vehicle Replacements	4,888,167	4,888,167	4,888,167	4,888,167	4,888,167
	LOST IV Project Reserve Adjustments					
353	Less Reserve Allocations	8,507,110	0	0	0	0
	Total Local Option Sales Tax IV Fund	**43,312,891**	**36,734,259**	**37,201,966**	**34,825,154**	**36,449,797**
Fund:	**SOLID WASTE FUND**					
	Administration					
401	Replacement for Refrigerator	1,800	0	0	0	0
	Environmental Quality					
401	Replacement Generator	60,000	0	0	0	0
	Transfer Station					
401	5 - Walking Floor Trailers	440,000	0	0	0	0
	SWM Operations					
401	Hydraulic Pump, Hydraulic Excavator & 2 - Trucks	320,000	0	0	0	0
	Projects					
401	Land Fill Mining Phase 2 Design & Construction for 15 acres and Asphalt paving of Haul Road	3,925,000	0	0	0	0
	Total Solid Waste Fund	**4,746,800**	**0**	**0**	**0**	**0**
Fund:	**BAY CENTER FUND**					
	Civic Center-Capital					
409	Pensacola Bay Center Capital Improvements	200,000	0	0	0	0
	Total Bay Center Fund	**200,000**	**0**	**0**	**0**	**0**
	GRAND TOTAL:	**51,702,480**	**36,734,259**	**37,201,966**	**34,825,154**	**36,449,797**

2019-2023

Annual Update to the Five-Year

Schedule of Capital Improvements

Transportation & Traffic LOS Analysis Report

Transportation & Traffic Operations (TTO) Narrative for FY2019 – 2023 CIP

Escambia County has budgeted over $15.4M for transportation improvements to the County's transportation system for FY2020, with an additional $37.4M proposed for FY2021 to FY2024. A sizeable portion of the transportation dollars are invested in the maintenance of our transportation system, which ensures that the County maintains the expected level-of-service on both State and Local roadways. Escambia County will work to continue growing our partnership with both the Florida Department of Transportation and the Florida-Alabama Transportation Planning Organization. These important relationships help ensure that the County's transportation needs are properly fulfilled.

Escambia County Transportation and Traffic Operations (TTO) offers many different types of transportation improvement projects and services. Some of the different types of transportation improvement projects and services that TTO offers include roadway widening, resurfacing, traffic signalization, turn lane modifications/installations, sidewalk construction, dirt road paving, traffic calming, and bridge maintenance. These projects are all provided in order to improve safety, reduce congestion, enhance multi-modal travel and maintain optimal evacuation times in the event of a hurricane or other disaster.

These projects and services also support community development and economic growth within the County. Two examples of transportation improvement projects that TTO is managing and/or funding that will provide positive economic and community impacts are the Navy Boulevard Access Management and Corridor Beautification Project, and the Beulah Interchange Connector Project. Both projects will provide improved roadway accesses for the efficient movement of goods and people within Escambia County that will improve commerce and will improve both our local and regional economies.

The Transportation and Traffic Operations Division will continue its commitment to adequately fund transportation improvements for the both short and long term. Working with our citizens and partners, the County will continue to prioritize and implement projects to improve safety, maintain a high level of service, and promote economic growth throughout the County.

Escambia County's Capital Improvement Program 2020 – 2024 Ttransportation Projects											
Project Name	**Location**	**Commission District**	**Funding Source**	**FY 2020**	**FY 2021**	**FY2022**	**FY 2023**	**FY 2024**	**Total Local Cost**	**Comprehensive Plan**	**Notes**
Bridge Projects											
CR4 Bridge Replacement	CR4 over Canoe Creek (Bridge No. 480039)	5	LOST IV (25%) / FDOT (75%)		$ 178,000		$ 1,158,000		$ 1,336,000	Ch. 8 - Mobility Element	FDOT 5-Yr. Work Program
Dawson Road Bridge Replacement	Dawson Rd over Pritchett Mill (Bridge No. 484046)	5	LOST IV (25%) / FDOT (75%)	$ 7,000		$ 382,000			$ 389,000	Ch. 8 - Mobility Element	FDOT 5-Yr. Work Program
Interstate Circle Bridge Replacement	Interstate Circle over Eight Mile Creek (Bridge No. 484071)	1	LOST IV (25%) / FDOT (75%)		$ 175,000	$ 19,000		$ 624,000	$ 818,000	Ch. 8 - Mobility Element	FDOT 5-Yr. Work Program
O C Phillips Road Bridge Replacement	O C Phillips Road over Brushy Creek (Bridge No.	5	LOST IV (25%) / FDOT (75%)	$ 7,000		$ 345,000			$ 352,000	Ch. 8 - Mobility Element	FDOT 5-Yr. Work Program
Dirt Road Paving (DRP) Projects											
DRP Annual Allocation	TBD	TBD	LOST IV	$ 2,252,242					$ 2,252,242	Ch. 8 - Mobility Element	Funds to support the County's DRP Program
DRP Annual Allocation	TBD	TBD	LOST IV		$ 2,500,000				$ 2,500,000	Ch. 8 - Mobility Element	Anticipated funds to support the County's DRP Program
DRP Annual Allocation	TBD	TBD	LOST IV			$ 2,298,860			$ 2,298,860	Ch. 8 - Mobility Element	Anticipated funds to support the County's DRP Program
DRP Annual Allocation	TBD	TBD	LOST IV				$ 2,500,000		$ 2,500,000	Ch. 8 - Mobility Element	Anticipated funds to support the County's DRP Program
DRP Annual Allocation	TBD	TBD	LOST IV					$ 2,500,000	$ 2,500,000	Ch. 8 - Mobility Element	Anticipated funds to support the County's DRP Program
Resurfacing Projects											
Resurfacing Annual Allocation	TBD	TBD	LOST IV	$ 5,372,091					$ 5,372,091	Ch. 8 - Mobility Element	Funds to support the County's Resurfacing Program
Resurfacing Annual Allocation	TBD	TBD	LOST IV		$ 5,044,026				$ 5,044,026	Ch. 8 - Mobility Element	Anticipated funds to support the County's Resurfacing Program
Resurfacing Annual Allocation	TBD	TBD	LOST IV			$ 5,716,491			$ 5,716,491	Ch. 8 - Mobility Element	Anticipated funds to support the County's Resurfacing Program
Resurfacing Annual Allocation	TBD	TBD	LOST IV				$ 5,279,679		$ 5,279,679	Ch. 8 - Mobility Element	Anticipated funds to support the County's Resurfacing Program
Resurfacing Annual Allocation	TBD	TBD	LOST IV					$ 3,658,539	$ 3,658,539	Ch. 8 - Mobility Element	Anticipated funds to support the County's Resurfacing Program
Safety/Capacity Projects											
ADA Upgrades	ADA Compliance Upgrades	ALL	LOST IV	$100,000					$ 100,000	Ch. 8 - Mobility Element	Funds for ADA Compliance Upgrades
Cervantes St / Mobile Hwy	Safety Improvements	2 & 3	LOST IV	$1,000,000					$ 1,000,000	Ch. 8 - Mobility Element	Funds to joint fund corridor feasibility study with City of Pensacola
Detroit Blvd Safety Upgrades	US 29 to Pine Forest Rd	3	LOST IV	$ 3,000,000					$ 3,000,000	Ch. 8 - Mobility Element	Funds for construction of roadway and safety improvements
Old Chemstrand Road @	Old Chemstrand Road @ CR95A	5	LOST IV	$ 300,000					$ 300,000	Ch. 8 - Mobility Element	Funds to construct intersection improvements at subject intersection
Pinestead Rd	Kemp Rd to US29	3	LOST IV	$ 1,000,000					$ 1,000,000	Ch. 8 - Mobility Element	Funds to design and construct roadway and safety improvements
SR173 (Blue Angel Pkwy)	Sorrento to US98	1 & 2	TBD		$ 5,000,000				$ 5,000,000	Ch. 8 - Mobility Element	Funds for right-of-way acquisition for 4-laning project; Staff recommends removing and allowing SIS to fund
SR292 (Gulf Beach Hwy) Intersection Improvement	Patton Dr and Sunset Ave	2	LOST III	$ 312,000					$ 312,000	Ch. 8 - Mobility Element	Permanent Traffic Signals with Turn Lanes; CIGP Grant Match Amount; FDOT programmed $312K in FY20
Traffic Calming	Countywide	Countywide	LOST IV	$ 50,000					$ 50,000	Ch. 8 - Mobility Element	Funds for Countywide traffic calming program
Sidewalk Projects											
Chemstrand Road - South	Johnson Avenue to Nine Mile Road	3	LOST IV	$ 1,000,000					$ 1,000,000	Ch. 8 - Mobility Element	Funds to construct sidewalks
Chemstrand Road - Central	Nine Mile Road to Ten Mile Road	5	LOST IV	$ 1,000,000					$ 1,000,000	Ch. 8 - Mobility Element	Funds to construct sidewalks
Perdido Key Drive	State Park to River Road	2	LOST IV	$ 80,000					$ 80,000	Ch. 8 - Mobility Element	$400K RTP Grant Award; County to contribute $80K as required match

2019-2023

Annual Update to the Five-Year

Schedule of Capital Improvements

Stormwater/Drainage LOS Analysis Report

Stormwater / Drainage Level of Service Analysis Joy Jones, PE, County Engineer

Escambia County has determined that proper management of stormwater is necessary to reduce the frequency of flooding and to improve the quality of runoff reaching surface water bodies. To this end, the County originally contracted with stormwater consultants to develop a Stormwater Master Plan (SWMP) Needs Assessment list that was completed in November 1994. The Plan included inventories of existing stormwater systems throughout the County and included detailed Master Drainage Plan studies for three of the County's 41 major watershed drainage basins: specifically, Eight Mile Creek, Eleven Mile Creek, and Scenic Hills Basin.

The Plan identified future stormwater improvement projects and ranked them with specified criterion. These were identified on a preliminary Capital Improvement Plan Project List that contained 87 proposed projects. From that List, the Escambia County Board of County Commissioners selected 30 projects to be completed within a 3-year Capital Improvement Plan (CIP) period. The intent has been to periodically update the Stormwater Master Plan and construct projects identified on the List in an orderly fashion.

Of the County's 41 watershed drainage basins, 18 detailed basin master plan studies have been completed. It is anticipated additional basin studies will be contracted in successive years until all 41-basin master plan studies are completed as funding becomes available. This watershed basin approach identifies existing structural and non-structural stormwater systems that exist in each drainage basin, gathers property owner surveys within the basins to determine their concerns, and identifies recommended future stormwater and drainage projects that will reduce flooding and improve water quality in each basin.

The County will continue the Basin Study Program to stay ahead of anticipated growth in terms of water quality and flood control, improve existing deficiencies with flooding and water quality, develop reasonable cost estimates, and prioritize projects to ensure proper planning and funding of future infrastructure needs.

In 1998, Escambia County was issued its first National Pollutant Discharge Elimination System (NPDES) Permit for its Municipal Separate Storm Sewer System (MS4). The initial MS4 permit expired and was re-permitted in January 2012. One of the requirements of the NPDES Permit is establishment of a long-term quality-monitoring program designed to document and illustrate improvements within the County. The NPDES Stormwater Monitoring Program has been implemented for the duration of the permit and includes a collaborative assessment plan in cycle 4 to determine the overall efficiency of the existing SWMP. Escambia County is currently on Cycle 4 - Year 3. Our Cycle 4 - Year 2 Annual NPDES Report was submitted January 2019, and Cycle 4 – Year 3 will be due January 2020. The current reporting period for Cycle 4 - Year 3 Annual Report will cover MS4 reportable elements during the period of July 1, 2019 thru June 30, 2020. Escambia County Natural Resources Management (NRM) conducts all water quality monitoring required under the NPDES permit for Escambia County, FDOT District III, City

of Pensacola, Town of Century. Monitoring activities conducted for co-permittees are governed by three separate interlocal agreements.

In addition to NRM water quality monitoring requirements, the Florida Department of Environmental Protection (FDEP) conducts water quality monitoring. The FDEP strategic monitoring plan is updated annually. The department uses this data, as well as other data from a wide variety of reliable sources, to determine water quality impairments. Lists of impaired waters are updated on a five-year cycle. The list of impaired waters within the Pensacola Bay System was last evaluated in 2017. The Perdido Bay System was last evaluated in 2018.

Waterbodies placed on the Verified List are required to have Total Maximum Daily Loads (TMDLs) calculated. TMDLs may restrict future allowable discharges in watersheds that have one or more impaired waters and may potentially restrict future economic development within those impaired watersheds. The County often assists FDEP with the additional TMDL sampling, data collection, and analysis of the Escambia and Perdido Bay watersheds.

TMDL monitoring activities and NPDES Stormwater Monitoring requirements directly require the County to be more actively involved in assessing water quality, which in turn requires adequate staff, and budgeting for necessary water quality sampling equipment.

In September 2003, the County prepared the *Escambia County Ambient Water Quality Report*, which is the first phase of a countywide watershed management approach. This report provides a preliminary evaluation of the status of water quality in Escambia County utilizing the FDEP methodology described in Chapter 62-303 F.A.C. (*Identification of Impaired Surface Waters* and *Criteria for Surface Water Quality Classification*). In this report, statistical analysis of water quality data was utilized to list and rank Escambia County water bodies according to their degree of water quality impairment. This ranking enables the county to prioritize stormwater and water quality improvement projects in those watersheds that are most impaired.

In December 2003, the County prepared the *LOST Funding for Stormwater Management – Flooding and Water Quality Enhancement Program Report*, which is a review of flooding and stormwater quality improvement projects funded by the County's Local Option Sales Tax (LOST) program. Projects included in the report were paving and stabilization of dirt roads that reduce sedimentation and turbidity in streams and installation of structural stormwater Best Management Practices (BMPs) to reduce flooding and further improve water quality. Projects that were completed by the end of 2002 are reviewed in the report and projects that were proposed through 2007 were discussed to examine their anticipated benefits. This report analyzed the flooding and water quality enhancement benefits that have been achieved by the County, and it updates the County's Stormwater Master Plan basin by basin.

In 2008 and 2009, the Escambia County Water Quality Division received grant funding from the Florida Legislature and FDEP to identify and prioritize areas of nonpoint source pollution in

Perdido Bay and Pensacola Bay. Sediment and water samples were collected from over 200 outfalls, ditches, swales, creeks, and rivers to determine which areas contributed the greatest pollutant loading. This data is used to prioritize and design future water quality improvement projects.

In 2012, the County started pollutant loading evaluations based upon the Florida Stormwater Association (FSA) Stormwater calculator. Escambia County participated in a study to determine nutrient removal credits that can be attributed to routine maintenance. Tools were developed as a result that allow the county to calculate total nitrogen and total phosphorous removal resulting from street sweeping and pond maintenance. In 2014 pollutant loading analysis indicated a reduction in overall pollutant loading for Total Nitrogen (TN), Total Phosphorous (TP), Biochemical Oxygen Demand (BOD), Total Suspended Solids (TSS) since 2002 resulting from the construction of new stormwater Best Management Practices (BMPs). In 2017 Escambia County's Natural Resources Management Department started an ambient water quality monitoring program for local waterways. The total number of current sites is 27.

BMPs such as street sweeping, jet vacuuming of storm pipes, and spoil removal during ditch maintenance have effectively lowered TN and TP levels. Water quality data collected for the Bayou Chico fecal coliform BMAP identifies the need for restoration efforts. The Eleven Mile /Ten Mile Creek and Carpenter Creek Bacteria Pollution Control Plans (BPCP) Monitoring Program has provided water quality data helpful in prioritizing SWMP efforts to maximize pollutant load reductions and monitor effectiveness.

In 2014, the County contracted with a local firm to complete a Stormwater Needs Assessment Report that identified 228 specific projects after review of all Master Drainage plans, the 1994 drainage needs assessment, and other identified stormwater problem areas. All the projects were ranked in order of priority and this establishes a plan of action to address stormwater improvement needs. The priority scoring uses criteria established in the Basin Study Guidelines. This report was recommended by the Storm Water Advisory Team (SWAT). SWAT was established following the April 2014, declared storm event disaster, to provide stormwater recommendations associated with stormwater management in Escambia County. As funding becomes available, higher priority, cost effective projects will move forward. The Stormwater Needs Assessment project list is considered a living document and is routinely updated as new projects are identified and projects are completed.

In 2017, in preparation for the Local Option Sales Tax 4 (LOST4) 11-year priority several projects were added to the Stormwater Needs Assessment List and ranked per the Basin Study Guidelines Criterion for project prioritization. Currently there are 266 identified drainage projects estimated at $326 Million on the Stormwater Needs Assessment. As funding becomes available and grant funding is acquired, projects from the Needs Assessment list move forward.

Escambia County is scheduled to receive over $70 million dollars as a direct result of the 2010 Gulf Oil Spill. Eligible activities include restoration of natural resources, infrastructure projects, and coastal flood protection. A Multiple Year Implementation Plan (MYIP) was adopted by the

Board of County Commissioners and later approved by the Department of Treasury in 2017. The MYIP includes over $12 million dollars for design and permitting of 10 separate projects. Projects include improvements for Eleven Mile Creek, Carpenter Creek, Bayou Texar, Bayou Grande, and Pensacola Bay.

2019-2023

Annual Update to the Five-Year Schedule of Capital Improvements

Parks & Recreation LOS Analysis

Report w/ Recreational Service District &

Park Location Map

Parks / Open Space LOS Analysis
Michael Rhodes, Department Director
Parks & Recreation

When reviewing the current park inventory, Escambia County meets and or exceeds the adopted LOS for parks and recreation. Escambia County has identified revised standards to include park categories, special use parks, and amenities for the development of future and existing park inventory.

The justification for including park development funding in the Capital Improvement Program is for the addition of park amenities, such as, playground structures, park shelters, walking tracks, sports fields, athletic courts, nature trails, along with open play spaces.

An updated park matrix is provided which includes individual park amenities, respective districts, classification of the respective park, and other pertinent details. This chart will be updated annually as park amenities are added or additional parks be added to the county inventory.

	Park	Proj. ID	Code	Address	City	Zip	Acres	District	Developed	Youth HB	T Ball	Youth FB	Soccer	Pavillion	Waterfront	Boat Ramp	Playground	Walk Path	Basketball	Tennis Court	Dog Park	Water Fountain	Boardwalk	Canoe & Kayak Launch	Skate Park	Volleyball Court	Exercise Equipment	Bathrooms	Portable Toilets	Security Lights	Picnic	RSD	L.O.S.T.	Mowed	Trash Pickup	Trash Cans	Service Per Week	
1	Aero Vista	97PK017	N	120 Marine Drive	Warrington	32507	1	2	X					X			X					X							X	X	S	X	X	X	4	1		
2	Aviation Field	04PK002	N	2900 Miller Street	Pensacola	32503	2	3										X												X	U	X	X	X	3	1		
3	Avondale	97PK009	N	6809 Vestavia Lane	Pensacola	32526	8	1	X					X			X	X	X										X	X	X	S	X	X	X	4	1		
4	Baars Field	97PK013	R-ATHL	13001 Sorrento Rd	Pensacola	32507	8	2	X				X																		R	X						
5	Barrineau Park & Community Ctr	97PK054	CC	6055 Barrineau Park School Rd.	Molino	32577	3	5	X					X			X											X	X		X	R	X	X	X	2	1		
6	Barrington Court	97PK055	N	Median - 77th/Barrington	Pensacola	32506	0.25	2																							U		X					
7	Beggs Lane	97PK056	R	Beggs Lane	Pensacola	32505	0.25	3																							U							
8	Bellview	97PK014	R-ATHL	2750 Longleaf @ Packer	Pensacola	32526	20	1	X	X	X	X		X			X											X		X	X	S		X					
9	Beulah Community Ctr	97PK057	CC	7425 Woodside Road	Pensacola	32526	5	1	X					X			X	X										X			X	S	X	X	X	1	1		
10	Beulah Regional Park	08PR091	U	Mobile Hwy W of Equestrian Center	Pensacola	32526	8	1						X			X	X		X	X				X				X		X	S	X	X	X	3	1	Dog Station	
11	Bill Dickson Park & BR/Bayou Grande	04PK005	BR/R	3151 Fenceline Rd.	Pensacola	32507	49	2	X					X	X	X	X				X									X		X	S	X	X	X	6	2	Dog Station	
12	Bluff Springs	97PK058	N	Curly Brooks Rd.	Bluff Springs	32535	3	5																							R							
13	Bluff Springs Boat Ramp	97PK058	BR/R	End of Bluff Springs Rd.	Bluff Springs	32535	1	5								X															R							
14	Bogia	97PK110	BR/R	End of Bogia Road	McDavid	32568	0.5	5								X															R							
15	Bradberry	97PK050	R-ATHL	4760 Highway 99A	Molino	32577	7	5	X	X	X			X			X											X		X	X	R	X	X					
16	Bratt/ Travis Nelson	02PK003	U	Hanks Road	Bratt	32535	40	5						X			X	X				X					X		X		X	R	X	X	X	5	1		
17	Brenda Lane Park	97PK060	N	Brenda/Sandra Ave	Pensacola	32506	1	2																							U							
18	Brent Athletic Park	97PK039	R-ATHL	4711 N. "W" Street	Pensacola	32505	30	3	X	X	X	X		X													X		X	X	U	X	X					
19	Brentwood	97PK031	N	4905 N. Palafox Street	Pensacola	32505	3	3	X					X			X	X	X										X		U	X	X	X	4	2		
20	Bristol	97PK018	N	5311 Bristol Avenue	Pensacola	32505	3	1	X					X			X	X	X										X	X	U	X	X	X	4	1		
21	Brosnaham Athletic	97PK005	R-ATHL	10370 Ashton Brosnaham	Pensacola	32534	110	5	X				X	X			X			X	X							X	X	X	X	S	X	X					Dog Station
22	Brownsville Community Center & Park			3200 W DeSoto St	Pensacola	32505		3	X	X							X		X									X		X		U	X	X	X	2	2		
23	Byrneville	97PK047	CC	1707 Highway 4-A	Century	32535	4	5	X					X			X		X										X	X	X	R	X	X	X	4	1		
24	Cantonment Youth Athl	98PK002	R-ATHL	681 Well Line Road	Cantonment	32533	30	5	X	X	X	X					X										X		X		S	X						
25	Carriage Hills/Charbar	97PK011	N	1810 Broyhill Drive	Pensacola	32526	1.5	1	X					X			X												X	X	S	X	X	X	2	1		
26	Carver	97PK044	N	208 Webb Street	Cantonment	32533	2	5	X					X			X		X						X	X	X		X	X	S	X	X	X	6	1		
27	Chimes Way	97PK100	N	5002 Chimes Way	Pensacola	32505	3	3										X	X					X						X	U		X	X	2	2		
28	Civitan	97PK019	N	404 2nd Street	Warrington	32507	2	2	X						X		X	X					X				X		X	X	X	U	X	X	X	4	1		
29	Coronado Boat Ramp	97PK062	BR/R	5700 B Coronado	Pensacola	32507	0.1	2	(not developed)						X	X															S			X	1	1		
30	Corry I	97PK020	N	120 Manchester Street	Warrington	32507	2	2	X					X			X	X											X	X	U	X	X	X	4	1		
31	Corry II	97PK063	N	Cavalier/Delray	Warrington	32507	0.5	2																							U			X				
32	Cotton Lake	97PK109	BR/R	Cotton Lake Road	McDavid	32568	0.5	5								X															R							
33	Davisville Community Center	97PK065	CC	10200 S. Hwy. 97	Davisville	32535	2.89	5									X													X	R		X	X	4	1		
34	Ross (Max) Dickson	00PK009	R-ATHL	1102 Paulding Rd.	Warrington	32507	3	2	X					X			X	X	X										X	X	U	X	X	X	4	1		
35	Diego Circle (Westernmark)	99PK001	N	751 Massachusetts Ave.	Pensacola	32503	1	3	X					X			X	X	X												U	X	X	X	3	1		
36	Don Sutton	97PK049	R-ATHL	2320 Crabtree Church Rd	Molino	32577	12	5	X	X	X			X			X											X		X	X	R	X	X					
37	Dorrie Miller	97PK033	CC	2819 Miller Street	Pensacola	32503	4	3	X					X			X		X									X		X	X	U	X	X	X	1	1		
38	Ebonwood	97PK032	CC	3511 West Scott Dr	Pensacola	32503	5	3	X								X	X							X		X			X	U	X	X	X	1	1		
39	El Dorado		N	8269 El Dorado Dr.	Pensacola	32506	13.4	1	(not developed)																						S							
40	Emerald Shores - Med	97PK106	N	Batten Blvd	Pensacola	32507	2	2	X																						S		X					
41	Englewood Park & Community Cntr.	97PK035	CC	1250 Leonard Street	Pensacola	32501	3	3	X	X				X			X		X									X		X	X	U	X	X	X	4	2		
42	Equestrian Center	00PK003	EQ/R	7750 Mobile Highway	Pensacola	32526	187	1	X									X												X	S	X						
43	Extension Office/4H			3740 Stefani Road	Cantonment	32533		5	X									X											X		S	X	X	X	4	2		
44	Fairway/Country Club Dr	97PK066	N	Fairway/Country Club Dr.	Pensacola	32507	0.1	2	X					X															X	X	U							
45	Felix Miga Center	97PK030	CC	904 N. 57th Avenue	Pensacola	32506	1	2	X																		X				U	X	X					
46	Forte Estates	97PK022	N	77th Ave. & Barrington	Pensacola	32506	0.5	2																							U							
47	Galvez Boat Ramp	97PK069	BR/R	5889 Galvez Road	Pensacola	32507	0.5	2	X						X	X														X	S			X	5	2		
48	Garcon Bayou Nature Park	99PK002	N	55 Doug Ford Drive	Pensacola	32507	18	2	X					X								X								X	S	X	X	X	4	1		
49	Gene Pickerill/Sherwood	97PK026	N	18 Gamwell Rd	Pensacola	32506	2	2	X					X			X	X	X										X	X	U	X	X	X	3	1		
50	Gonzalez	97PK070	N	Gonzalez & Wentworth	Pensacola	32505	0.25	2																							U							
51	Harvester Homes I	97PK046	N	430 Belmont Street	Cantonment	32533	0.5	5	X																						S	X	X	X	2	1		
52	Harvester Homes II	97PK068	N	404 Lakeview Rd	Cantonment	32533	0.5	5	X								X		X											X	S	X	X	X	1	1		
53	Hellen Caro Elementary	01PK004	SCH/R	12551 Meadson	Pensacola	32507	25	1	X								X														S	X						
54	Heritage Lakes	05PK002	N	Harbour Pl @ Aileron Ave.	Pensacola	32506	1.23	1	(not developed)																						S							
55	Heritage Lakes North	05PK002	N	End of Heritage Lakes Ave.	Pensacola	32506	0.9	1	(not developed)																						S							
56	Heron Bayou Boat Ramp	97PK108	BR/R	Blue Angle Pkwy & Dog Track Rd.	Pensacola	32507	0.5	2							X	X													X		S			X	1	1		
57	Innerarity Beach - Private	05PK003	PB/R	5999 Grotto Ave.	Pensacola	32507	1.2	2																							S							
58	Jack Reddix/Falcon/Oakcliff	97PK067	N	Falcon & Oakcliff	Pensacola	32526	1	1	X								X													X	S	X	X	X	1	1		
59	Jaunita Williams	97PK021	N	505 Edgewater Drive	Pensacola	32507	2	2	X					X	X		X	X				X								X	U	X	X	X	4	1		
60	John R. Jones, Jr.	97PK007	R-ATHL	555 E. Nine Mile Road	Pensacola	32514	63	5	X	X	X	X		X			X				X						X	X	X	X	U	X						
61	Jones Swamp Preserve	06PK004	U	198 Patton Drive	Warrington	32507	385	2	(not dev.)													X									U	X						
62	Kingsfield Park	06PK005	N	551 W. Kingsfield Road	Cantonment	32533	4.64	5	(not developed)																						S							
63	Lake Stone - Boat Ramp	01PK001	BR/R	Lake Stone Road	Century	32535	124.62	5	X						X	X															R							
64	Lake Stone - Campgrnd	97PK071	R-CAMP	801 W. Highway 4	Century	32535	100	5	X					X	X		X										X		X	X	R	X						
65	Lakewood	97PK023	N	670 Lakewood Rd	Warrington	32507	2	2	X					X	X		X													X	U	X	X	X	2	1		
66	Lewis Powell	99PK003	R-ATHL	7000 Rolling Hills Road	Pensacola	32505	2	3	X	X	X																			X	U	X						
67	Lexington Terrace	02PK005	R	900 S. Old Corry Field Road	Pensacola	32507	38	2	X					X			X	X	X		X					X	X	X		X	U	X	X	X	10	2	Dog Station	
68	Lincoln	97PK036	N	7865 Aaron Drive	Pensacola	32534	3	3	X					X			X	X	X							X				X	U	X	X	X	4	1		
69	Mahogony Mills Boat Ramp		BR/R	1200 Mahogony Mills Road	Pensacola	32507	2.93	2						X		X														X					X	9	2		
70	Marcus Pointe Park	97PK101	U	North side of Marcus Pointe Blvd.	Pensacola	32505	6	1																							S		X					
71	Marie Ella Davis Park & CC	98PK001	N/CC	16 Raymond Street	Warrington	32507	3	2	X					X			X	X	X			X					X		X	X	U	X	X	X	2	1		
72	Mariners Oak		N	Blue Angel Parkway	Pensacola	32526	2.9	1	(not developed)																						S							
73	Mayfair I Community Cntr.	97PK024	R-ATHL	50 S. Garfield	Pensacola	32505	5	2	X					X			X	X	X									X		X	U	X	X	X	5	1		
74	Mayfair II	97PK073	N	268 Fennel Drive	Pensacola	32505	0.5	2																							U	X						
75	Meadowbrook I	97PK028	N	3 Adkinson Drive	Pensacola	32506	3	2	X					X			X													X	U	X	X	X	2	1		
76	Meadowbrook II	97PK075	N	16 Feldor Drive	Pensacola	32506	1	2																							U		X					
77	Miracle League of Pensacola	06PK002	R-ATHL	555 E. Nine Mile Road (East side)	Pensacola	32514	7	3	X	X																	X			X	U							
78	Model Park	04PK003	R	Jamesville Rd.	Pensacola	32526	20	1	X					X																X	R	X						
79	Molino Boat Ramp	97PK102	BR/R	6698 Fairgrounds Rd	Molino	32577	1.5	5	X							X													X		R			X	4	2		
80	Molino/Fairgrounds	97PK045	N	6698 Fairgrounds Rd	Molino	32577	1.5	5	X					X	X		X						X							X	X	R	X	X	X	4	2		
81	Molino Community Center & Park	04PK006	N	1459 Molino Road	Molino	32577	2	5						X				X									X			X	X	R	X	X	X	4	1		
82	Murr Heights Park		N	Tyson St. @ Elm St.	Warrington	32506	1.53	2																							U							
83	Myrtle Grove	00PK004	R-ATHL	99 N. 61st Avenue	Pensacola	32506	17	2	X	X	X	X		X			X										X		X	X	U	X						
84	Mystic Springs	97PK107	BR/R	Mystic Springs Road	McDavid	32568	0.5	5								X															R							
85	Navy Point - Waterfront	97PK016	R	Baublitts/Syrcle Drive	Warrington	32507	60	2	X							X	X	X												X	X	U	X	X	X				
86	Navy Point Boat Ramp	97PK077	R	Baublitts & Sunset	Warrington	32507	2	2	X							X	X													X		U	X	X	X				
87	Navy Point ROW/Triangle	97PK078	R	120 W. Sunset Ave	Warrington	32507	1	2	X																							U	X	X	X				
88	Navy Point West	97PK079	R	W of Sunset behind house	Warrington	32507	1	2																							U	X	X	X				
89	O'Connor-Colling Com Pk/Innerarity	97PK015	N	552 Batten Blvd.	Pensacola	32507	30	2	X					X			X	X	X									X		X	S	X	X	X	5	1		
90	Oak	97PK080	N	Spruce & Hickory Streets	Pensacola	32505	1	3																						X	U							
91	Oak Grove - Com Ctr	97PK103	CC	2550 Hwy. 99 N	Molino	32577	1	5																			X				R	X	X	X	3	1		
92	Oak Grove - Park	97PK081	N	Across from Community Ctr	Molino	32577	2	5	X					X			X		X										X	X	R	X	X	X				
93	Oakcrest	97PK025	N	220 Topaz Ave	Pensacola	32505	1.5	2	X								X	X											X		U	X	X	X	3	1		
94	Oakfield Acres I	97PK037	N	6124 Confederate Drive	Pensacola	32503	3	3	X					X			X												X	X	U	X	X	X	3	1		
95	Oakfield Acres II	97PK082	N	6411 White Oak Drive	Pensacola	32503	2	3																							U		X					
96	Old Ensley School	97PK034	N	107 E. Detroit Blvd.	Pensacola	32534	1.5	3	X					X			X	X	X							X	X			X	X	U	X	X	X	1	1		
97	Osceola I	97PK027	N	302 Comanche Trail	Pensacola	32506	1.5	2	X					X			X	X											X	X	U	X	X	X	2	1		
98	Osceola II	97PK083	N	Kissimmee Circle	Pensacola	32506	0.25	2																						X	U		X					
99	Osceola III	97PK084	N	Talladega & Cherokee Tr	Pensacola	32506	0.25	2																							U		X					
100	SRIA - Pensacola Beach East	97PK053	PB/R	3000 Via DeLuna	Pensacola Bch	32561	372	4	X						X																BI	X						
101	Pensacola Fishing Pier	97PK105	FP/R	1750 Bayfront Parkway	Pensacola	32501	0	4	X						X														X		U			X	12	2		
102	Pensacola Shipyard	00PK005	BR/R	700 S. Myrick	Pensacola	32505	3.2	2	X						X	X															U							
103	Perdido Bay Country Club Estates		N	West side of Omaha Dr.	Pensacola	32507	0	2																							S							
104	Perdido Key 1 - Sandy Key	97PK086	N	13549 Sandy Key Dr	Pensacola	32507	0.5	2							X																BI			X	5	3		
105	Perdido Key 2 - Gulfside	97PK087	N	14261 Perdido Key Dr	Pensacola	32507	0.5	2							X							X						X	X		BI			X	5	3		
106	Perdido Key 3 - River Rd	97PK088	N	14767 Perdido Key Dr	Pensacola	32507	0.5	2	X						X							X						X			BI			X	5	3		
107	Perdido Kids Park	06PK001	R	10004 Gulf Beach Highway	Pensacola	32507	3	2	X					X			X											X		X	S		X	X	10	2		
108	Perdido Manor	97PK089	N	Perdido Manor Subd	Pensacola	32506	0.5	2																							S							
109	Perdido River Walk	97PK088	R	13011 Beulah Rd.	Cantonment	32533	10	5																							S							
110	Pine Valley	97PK090	N	Fridinger Drive	Pensacola	32526	5	1																							S							
111	Quintette Athletic Park	97PK091	R-ATHL	2490 Quintette Lane	Cantonment	32533	18	5	X	X				X			X		X								X	X	X	X	S	X	X					
112	Quintette Community Ctr	97PK091	CC	2490 Quintette Lane	Cantonment	32533	2	5	X																		X		X		S	X	X	X	6	1		
113	Raines Terrace	97PK092	N	Cedarwood Village & Raines	Pensacola	32514	1.5	4																							U		X					
114	Raymond Riddles	97PK040	R-ATHL	1704 N. "W" Street	Pensacola	32505	5	3	X	X	X						X												X		U	X	X	X	3	1		
115	Regency	97PK008	N	8245 Fathom Rd.	Pensacola	32514	10	4	X					X			X	X	X		X	X				X			X	X	U	X	X	X	6	1	Dog Station	
116	River Gardens	97PK093	N	Scenic Hwy. & 9 Mile Road	Pensacola	32514	3.32	4																							U							

	Park	Proj. ID	Code	Address	City	Zip	Acres	District	Developed	Youth HB	Ball	Youth FB	Soccer	Pavilion	Waterfront	Boat Ramp	Playground	Walk Path	Basketball	Tennis Court	Dog Park	Water Fountain	Boardwalk	Canoe & Kayak Launch	Skate Park	Volleyball Court	Exercise Equipment	Bathrooms	Portable Toilets	Security Lights	Fence	RSD	L.O.S.T.	Mowed	Trash Pickup	Trash Cans	Service Per Week	
117	River Road Park I		N	14484 River Road	Pensacola	32507	0.5	2	X					X	X		X				X										X	BI	X	X	X	1	1	Dog Station
118	River Road Park II	97PK085	N	Across from Perdido Garden Subd.	Pensacola	32506	0.5	2																X								BI						
119	R. L. King / Bayou Marcus	97PK010	N	7705 Lenora Street	Pensacola	32526	4	1	X					X			X	X				X								X	X	U	X	X	X	2	1	
120	Serenity Park		N	Serenity Cir.	Pensacola	32506	0.23	1	(not developed)																						S						
121	SRIA - Ft. Pickens Boat Ramp	97PK104	BR/R	Ft. Pickens Road	Pensacola Bch	32561	1	4							X																BI						
122	SRIA - Ft. Pickens Gate Rec. Area		PB/R	Ft. Pickens Road	Pensacola Bch	32561	3	4	X					X	X																X	BI						
123	SRIA - Casino Beach		PB/R	Pensacola Beach Blvd./Ft. Pickens	Pensacola Bch	32561	23	4							X																BI						
124	SRIA - Cowley	97PK064	N	Ariola Drive	Pensacola Bch	32561	1	4	X					X			X	X												X		BI						
125	SRIA - Pensacola Bch Gulf Pier		FP/R	41 Ft. Pickens Rd.	Pensacola Bch	32561	0	4							X																BI						
126	SRIA - Pensacola Bch Soundside	04PK008	NP/R	3000 Via DeLuna	Pensacola Bch	32561	517	4							X																BI						
127	SRIA - Quietwater Bch Boat Ramp		BR/R	Pensacola Beach Blvd.	Pensacola Bch	32561	1	4							X	X															BI						
128	SRIA - Quietwater Bch Rec Area		PB/R	Pensacola Beach Blvd.	Pensacola Bch	32561	1	4	X	X				X			X														X	BI						
129	Santa Maria Plaza/Farm Hill	97PK048	ATHL	199 Madrid Rd.	Cantonment	32533	3	5	X	X				X			X	X											X	X	X	S	X	X	X	4	1	
130	Shady Terrace	97PK042	N	3708 Pompano Drive	Pensacola	32514	1.5	4	X								X													X	X	U	X	X	X	1	1	
131	Shell Street	97PK043	N	5550 Shell Street	Pensacola	32503	2	4	X					X			X													X	X	U	X	X	X	2	1	
132	South Fairfield	00PK002	N	End of South Fairfield	Pensacola	32507	1	2							X															X		U	X		X	3	2	
133	Spanish Trail	97PK094	R	Spanish Trail Villa / Old Spanish Tr.	Pensacola	32526	0.25	4																								U						
134	St. Augustine	97PK095	N	St. Augustine/St. Elmo	Pensacola	32503	0.5	3																								U		X				
135	Star Lake	01PK005	N	Star Lake Drive/Triangle	Warrington	32507	1	2																								U						
136	SW Escambia Sports Complex	08PR109	R-ATHL	2020 Bauer Rd.	Pensacola	32506	217	1		X	X	X	X	X			X	X				X						X	X	X	X	S	X	X	X	7	2	
137	Tangen Heights	97PK012	N	4810 Cochise Street	Pensacola	32526	1	1	X								X													X	X	S	X	X	X	1	1	
138	Treasure Hills	05PK001	N	12839 Beckstrom Rd.	Pensacola	32507	3.96	2	X					X			X		X	X											X	S	X	X	X	2	1	
139	Tulip	97PK029	N	4855 Tulip Drive	Pensacola	32506	2	2	X					X			X													X	X	U	X	X	X	2	1	
140	Twin Lake Estates		N	Off end of Twin Lakes Dr.	Pensacola	32504	0	3																								U						
141	Villa De Casa		N	7201 Bruner St.	Pensacola	32526	0.12	1	(not developed)																						S						
142	Walnut Hill Community Center	97PK096	CC	7850 Hwy. 97	Walnut Hill	32568	0.75	5						X				X														R		X				
143	Water's Beach Park		N	Americus Ave. @ Athens Ave.	Pensacola	32507	0	2	(not developed)																						S						
144	Wedgewood	97PK038	N	6405 Wagner Road	Pensacola	32503	8	3	X					X			X	X	X								X			X	X	U	X	X	X	5	1	
145	Wedgewood Community Center		CC	3420 Pinestead	Pensacola	32503		3																														
146	Weller Boat Ramp	97PK097	BR/R	Weller Rd @ Bayou Grande	Pensacola	32507	0.25	2							X	X																S						
147	Westernmark			751 Massachusetts Ave.	Pensacola	32503	1	3	X					X			X	X	X											X					X	2	2	
148	Wildlife Sanctuary NWFL	00PK008	R	205 N. "S" Street	Pensacola	32505	5	2	X																							U						
149	Wilson Robertson Boat Ramp		BR/R	11800 Mobile Highway	Pensacola	32526	7.3	1						X		X																						
150	Woodlands	97PK098	N	9619 Sunnehanna Blvd.	Pensacola	32514	1	5																								S		X				
151	Woodrun Park	05PK004	N	9329 Woodrun Rd.	Pensacola	32514	3.9	5	(not developed)																						U						
152	Yoakum Court	97PK099	N	Yoakum Court	Pensacola	32505	0.5	3																								U		X				

2019-2023

Annual Update to the Five-Year

Schedule of Capital Improvements

Solid Waste LOS Analysis Report

Solid Waste LOS Analysis

Pat Johnson

Director, Department of Waste Services

The adopted level of service standard for solid waste is a disposal rate of six pounds per capita per day. Escambia County continues to maintain its solid waste level of service commitments under the comprehensive plan, which is to provide adequate municipal solid waste disposal capacity of 6 pounds per capita per day by allocating funding for future landfill construction and closure of cells. These cells are required since the County must provide adequate disposal capacity for its citizens. The population growth is anticipated to be 1% per year for the near future, so the County funds the cell expansions as required to ensure sufficient landfill capacity. Currently, the average waste acceptance is 1,200 tons/day and compaction density for our waste stream averages at least 1,500 pounds per cubic yard. This compaction rate may change in the future as the methodology and waste compositions vary.

The Perdido Landfill has remaining filling capacity through January 2024 based on the current footprint. The Perdido Landfill Mining Phase I was completed at the end of 2011 and will facilitate construction of the future expansion cell, Section 5 Cell 1A. Funding for the construction of Section 5 Cell 1A was included in Fiscal Years 2017 and 2018 at $10,000.00. Construction of Section 5 Cell 1A began in early 2017 and was completed June/2019 with a five-year capacity. Phase II Mining is to begin March/2020 with Section 5 Cell 1B Construction completion date of January/2023.

Funding for the closure costs are accrued and escrowed each year as required by Chapter 62-701, F.A. C. The total acreage for the Perdido Landfill facility is 955 acres, which includes 352 acres of permitted disposal areas, service areas, materials recycling and yard waste recycling, 172 acres of conservation and 431 acres of future expansion (Section Six). The current build-out for disposal is 141 acres, through Section 5, Cell 3 providing solid waste disposal capacity through 2045. Disposal capacity in Section Six is estimated at 50 to 70 years. All capital projects underway and into the near future are fully funded.

With the appropriately timed mining/expansions, the County has sufficient capacity at the Perdido Landfill to accommodate current development and growth during the planning period.

2019-2023

Annual Update to the Five-Year

Schedule of Capital Improvements

Mass Transit

DEPARTMENT: MASS TRANSIT
DIVISION: MASS TRANSIT

MISSION STATEMENT

The mission of the Escambia County Area Transit System is to provide the citizens with mass transportation services throughout the Escambia County urban area in a safe, comfortable, efficient, and timely manner at a reasonable cost.

PROGRAM DESCRIPTION

The Mass Transit Department is responsible for the County public transportation program, which includes Escambia County Area Transit (ECAT) for fixed-route services and Escambia County Community Transportation (ECCT) for paratransit services. The Mass Transit Department receives funding from passenger revenue, contributions from Escambia County, and SRIA, UWF, FDOT, and FTA grants for capital and operating expenses. ECAT also administers the Escambia County ADA Paratransit Service and provides maintenance services for non- transit vehicles. On behalf of Escambia County, the designated Community Transportation Coordinator, ECCT operates paratransit services for the Florida Commission for Transportation Disadvantaged (Non-Sponsored) Program, ECAT's ADA Transportation, and other agency transportation services. ITL Solutions, Inc. is contracted to manage the paratransit services as of October 1st, 2017.

GOALS & OBJECTIVES – AT RECOMMENDED FUNDING LEVEL

- Maintain passenger ridership at the highest-level possible consistent with a service level determined by fiscal constraints.
- Maintain fare box revenue at the highest-level possible consistent with ridership and the latest BCC approved service level and fare structure.
- Reduce operating expenses to a minimum consistent with service level, fare box revenues, and federal, state and local contributions.

SIGNIFICANT CHANGES FOR 2020/2021

- The new Mass Transit Director was appointed in October 2019, and the Mass Transit department is moving forward into 2020 with a vision of excellence, actionable accountability, and transformation.
- In 2019, an ADA Bus Stop accessibility study was performed by FL-SL TPO for Escambia County / ECAT. During 2020, Mass Transit staff will work to upgrade and or modify all stops identified, to bring stops into compliance with the Americans with Disabilities Act (ADA). A total of 1,100 stops were reviewed. ECAT will need to address proper signage, stop positioning, and standardized bench/shelter designs.
- ECAT will continue to work on Route modification previously identified in the Comprehensive Operations Analysis (COA).

PERFORMANCE MEASURES

Mass Transit Performance Measures				
	2016	**2017**	**2018**	**2019 Projected**
Fixed Route				
Passenger Trips	1,443,463	1,476,400	1,445,102	1,398,149
Revenue Miles	1,502,021	1,587,679	1,596,032	1,627,365
Total Operating Expense	10,267,587	12,400,668	9,789,815	8,930,556
Operating Revenue	983,344	1,423,919	1,396,208	1,399,541
Vehicles Operated in Maximum Service	39	38	36	38
Revenue miles between Road Calls	16,877	17,072	10,640	TBD
Vehicles System Failures	96	93	150	TBD
Operating expense per Passenger Trip	$ 7.11	$ 8.40	$6.77	$6.38
Demand Response (Paratransit)				
Passenger Trips	88,688	89,858	101,671	101,579
Revenue Miles	963,323	877,123	910,859	901,642
Total Operating Expense	2,487,472	2,501,658	3,400,292	3,182,577
Operating Revenue	206,348	327,207	342,116	375,846
Vehicles Operated in Maximum Service	27	26	28	26
Revenue miles between Road Calls	34,404	20,884	36,434	TBD
Vehicles System Failures	28	26	25	TBD
Operating expense per Passenger Trip	$28.05	$ 27.84	$33.44	$ 31.33

ESCAMBIA COUNTY AREA TRANSIT

System Map 2019

Effective Date: December 2019

For real time bus stop arrival info, scan

or go to www.goecat.com and select ECAT Tracker

LEGEND

- 1 Oakcrest / Cerny Heights
- 2 Brownsville / Myrtle Grove
- 31 Cordova Mall / 12th Avenue
- 32 9th Avenue / Pensacola State College
- 41 East Pensacola Heights
- 43 University of West Florida / Scenic Heights
- 44 Brownsville / North Hill
- 45 Davis Highway / Carlisle
- 47 Bellview / Montclair
- 48 Baptist Hospital / MC Blanchard
- 50 Wedgewood / Lincoln Park
- 51 Ensley / Brentwood
- 52 Ensley / Brentwood
- 55 Pace Boulevard / Warrington
- 57 NAS Pensacola / Navy Point
- 58 Corry Station / Naval Hospital
- 59A NATTC / Pensacola International Airport
- 59X Corry Station / NAS Pensacola / Cordova Mall
- 60 Century
- 61 Pensacola Beach
- 63 Michigan Ave / Pensacola International Airport
- 64 Beach Jumper
- 65 Pensacola Beach Trolley (Seasonal)

UWF Trolley / Express Shuttle

Pensacola Beach Trolley

T Transfer Point
Point of Interest
H Hospital
110 Interstate
29 US Highway

©2016 Escambia County Area Transit
Design by Smartmaps, Inc.

PSC Transfer Center
31,43,52,63

ECAT Transfer Center
Rosa L. Parks Complex
1,2,32,44,45,47,48,50,
51,52,55,59A,60,61

Downtown Pensacola
(See Inset Map)

Downtown Transfer Center
2,31,32,41,44,45,
48,57,58,59A,61

DOWNTOWN PENSACOLA

0 1 2 Miles

For route or schedule information, contact ECAT Customer Service at 850-595-3228 or go to www.goecat.com

FLP: TRANSIT

ITEM NUMBER:415606 2 PROJECT DESCRIPTION:WEST FL REGIONAL PLN REGIONAL COMMUTER ASSISTANCE *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:COMMUTER TRANS. ASSISTANCE
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2020	2020	2021	2022	2023	GREATER THAN 2023	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: OPERATIONS / RESPONSIBLE AGENCY: MANAGED BY WEST FL REG PLANNING COUNCIL							
DDR	1,000,006	206,844	217,039	222,500	230,000	237,703	2,114,092
DPTO	510,215	0	0	0	0	0	510,215
TOTAL <N/A>	1,510,221	206,844	217,039	222,500	230,000	237,703	2,624,307
TOTAL 415606 2	1,510,221	206,844	217,039	222,500	230,000	237,703	2,624,307
TOTAL Project:	1,510,221	206,844	217,039	222,500	230,000	237,703	2,624,307

ITEM NUMBER:421368 3 PROJECT DESCRIPTION:ESCAMBIA COUNTY TRANSIT NON-URBANIZED AREA 5311 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:OPERATING/ADMIN. ASSISTANCE
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2020	2020	2021	2022	2023	GREATER THAN 2023	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: OPERATIONS / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY							
DU	330,401	175,000	0	0	0	0	505,401
LF	330,401	175,000	0	0	0	0	505,401
TOTAL <N/A>	660,802	350,000	0	0	0	0	1,010,802
TOTAL 421368 3	660,802	350,000	0	0	0	0	1,010,802
TOTAL Project:	660,802	350,000	0	0	0	0	1,010,802

ITEM NUMBER:421733 1 PROJECT DESCRIPTION:ESCAMBIA CO ECAT 5307 CAPITAL FLEX PREVENTIVE MAINTENANCE *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:CAPITAL FOR FIXED ROUTE
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2020	2020	2021	2022	2023	GREATER THAN 2023	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: CAPITAL / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY							
FTAT	0	300,000	300,000	300,000	300,000	300,000	1,500,000
LFF	0	75,000	75,000	75,000	75,000	75,000	375,000
SU	0	300,000	300,000	300,000	300,000	300,000	1,500,000
TOTAL <N/A>	0	675,000	675,000	675,000	675,000	675,000	3,375,000
FEDERAL PROJECT NUMBER: FTAX 003 A							
PHASE: CAPITAL / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY							
FTAT	2,550,000	0	0	0	0	0	2,550,000
LFF	637,500	0	0	0	0	0	637,500
SA	0	300,000	0	0	0	0	300,000
SU	2,250,000	0	0	0	0	0	2,250,000
TOTAL FTAX 003 A	5,437,500	300,000	0	0	0	0	5,737,500
TOTAL 421733 1	5,437,500	975,000	675,000	675,000	675,000	675,000	9,112,500
TOTAL Project:	5,437,500	975,000	675,000	675,000	675,000	675,000	9,112,500

ITEM NUMBER:422257 1 PROJECT DESCRIPTION:ESCAMBIA COUNTY ECAT TRANSIT OPERATING ASSISTANCE *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:OPERATING FOR FIXED ROUTE
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2020	2020	2021	2022	2023	GREATER THAN 2023	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: OPERATIONS / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY							
DDR	4,279,372	991,517	1,041,109	1,093,164	1,153,867	0	8,559,029
DPTO	2,302,230	0	0	0	0	1,205,214	3,507,444
LF	6,581,502	991,517	1,041,109	1,093,164	1,153,867	1,205,214	12,066,373
TOTAL <N/A>	13,163,104	1,983,034	2,082,218	2,186,328	2,307,734	2,410,428	24,132,846
TOTAL 422257 1	13,163,104	1,983,034	2,082,218	2,186,328	2,307,734	2,410,428	24,132,846
TOTAL Project:	13,163,104	1,983,034	2,082,218	2,186,328	2,307,734	2,410,428	24,132,846

ITEM NUMBER:422260 1 PROJECT DESCRIPTION:ESCAMBIA COUNTY CORRIDOR ECAT TRANSIT OPERATING ASSISTANCE *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:URBAN CORRIDOR IMPROVEMENTS
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2020	2020	2021	2022	2023	GREATER THAN 2023	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: OPERATIONS / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY							
DDR	3,088,315	0	0	445,290	458,649	449,813	4,442,067
DPTO	1,838,278	447,081	450,000	0	0	0	2,735,359
TOTAL <N/A>	4,926,593	447,081	450,000	445,290	458,649	449,813	7,177,426
TOTAL 422260 1	4,926,593	447,081	450,000	445,290	458,649	449,813	7,177,426
TOTAL Project:	4,926,593	447,081	450,000	445,290	458,649	449,813	7,177,426

ITEM NUMBER:429262 1 PROJECT DESCRIPTION:ESCAMBIA COUNTY SECTION 5307 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:CAPITAL FOR FIXED ROUTE
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2020	2020	2021	2022	2023	GREATER THAN 2023	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: CAPITAL / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY							
FTA	6,600,000	4,400,000	2,200,000	2,200,000	2,200,000	2,200,000	19,800,000
LF	1,650,000	1,100,000	550,000	550,000	550,000	550,000	4,950,000
TOTAL <N/A>	8,250,000	5,500,000	2,750,000	2,750,000	2,750,000	2,750,000	24,750,000
TOTAL 429262 1	8,250,000	5,500,000	2,750,000	2,750,000	2,750,000	2,750,000	24,750,000
TOTAL Project:	8,250,000	5,500,000	2,750,000	2,750,000	2,750,000	2,750,000	24,750,000

ITEM NUMBER:430995 2 PROJECT DESCRIPTION:ESCAMBIA COUNTY SECTION 5310 CAP-OP *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:CAPITAL FOR FIXED ROUTE
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2020	2020	2021	2022	2023	GREATER THAN 2023	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: CAPITAL / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY							
FTA	1,746,580	700,000	350,000	350,000	350,000	350,000	3,846,580
LF	688,580	175,000	87,500	87,500	87,500	87,500	1,213,580
TOTAL <N/A>	2,435,160	875,000	437,500	437,500	437,500	437,500	5,060,160
TOTAL 430995 2	2,435,160	875,000	437,500	437,500	437,500	437,500	5,060,160

ITEM NUMBER:430995 3 PROJECT DESCRIPTION:ESCAMBIA COUNTY SECTION 5307 OPERATING *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:OPERATING FOR FIXED ROUTE
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2020	2020	2021	2022	2023	GREATER THAN 2023	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: OPERATIONS / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY							
FTA	8,800,000	4,000,000	1,000,000	1,000,000	1,000,000	1,000,000	16,800,000
LF	8,800,000	4,000,000	1,000,000	1,000,000	1,000,000	1,000,000	16,800,000
TOTAL <N/A>	17,600,000	8,000,000	2,000,000	2,000,000	2,000,000	2,000,000	33,600,000
TOTAL 430995 3	17,600,000	8,000,000	2,000,000	2,000,000	2,000,000	2,000,000	33,600,000

ITEM NUMBER:430995 4 PROJECT DESCRIPTION:ESCAMBIA COUNTY SECTION 5339 CAPITAL *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:CAPITAL FOR FIXED ROUTE
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2020	2020	2021	2022	2023	GREATER THAN 2023	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: CAPITAL / RESPONSIBLE AGENCY: MANAGED BY ESCAMBIA COUNTY							
FTA	1,800,504	600,168	300,084	300,084	300,084	300,084	3,601,008
LF	450,126	150,042	75,021	75,021	75,021	75,021	900,252
TOTAL <N/A>	2,250,630	750,210	375,105	375,105	375,105	375,105	4,501,260
TOTAL 430995 4	2,250,630	750,210	375,105	375,105	375,105	375,105	4,501,260
TOTAL Project:	22,285,790	9,625,210	2,812,605	2,812,605	2,812,605	2,812,605	43,161,420

ITEM NUMBER:420310 1 PROJECT DESCRIPTION:BIG BEND TRANSIT COMMUTER ASSISTANCE *NON-SIS*
DISTRICT:03 COUNTY:GADSDEN TYPE OF WORK:COMMUTER TRANS. ASSISTANCE
PROJECT LENGTH: .000

FUND CODE	LESS THAN 2020	2020	2021	2022	2023	GREATER THAN 2023	ALL YEARS
FEDERAL PROJECT NUMBER: <N/A>							
PHASE: OPERATIONS / RESPONSIBLE AGENCY: MANAGED BY BIG BEND TRANSIT							
DDR	60,500	15,000	10,000	10,000	8,558	10,000	114,058
DPTO	10,000	0	0	0	0	0	10,000
LF	70,500	15,000	10,000	10,000	8,558	10,000	124,058
TOTAL <N/A>	141,000	30,000	20,000	20,000	17,116	20,000	248,116
TOTAL 420310 1	141,000	30,000	20,000	20,000	17,116	20,000	248,116
TOTAL Project:	141,000	30,000	20,000	20,000	17,116	20,000	248,116

EXHIBIT B

Florida-Alabama TPO

Transportation Planning Organization

FY 2020 -2024
Transportation Improvement Program (TIP)

Adopted: June 12, 2019

Amended: October 9, 2019

"…planning for the future transportation needs of the Pensacola FL-AL Urbanized Area…"

For information regarding this document, please contact:
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"The preparation of this report has been financed in part through grant[s] from the Federal Highway Administration and Federal Transit Administration, U.S. Department of Transportation, in cooperation with the Florida Department of Transportation, Alabama Department of Transportation, and local governments, under the State Planning and Research Program, Section 505 and Section 104(f)as amended by the FAST Act, Section 1201 and 1202, December 2015. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

Public participation is solicited without regard to race, color, national origin, sex, age, religion, disability or family status. Persons who require special accommodations under the Americans with Disabilities Act or those requiring language translations services (free of charge) should contact Brittany Ellers at (850) 332-7976 or (1-800-995-8771 for TTY- Florida) or by email at brittany.ellers@ecrc.org

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Executive Summary

The purpose of the Transportation Improvement Program is to provide a project listing that reflects the needs and desires of the Transportation Planning Organization (TPO) Study Area. The TIP is also developed to reflect the financial restraints within the various funding sources and programs. The TIP is a five-year plan for transportation improvements within the TPO Study Area; it contains information about the type of work to be completed, project phasing, estimated costs, and funding sources. The Code of Federal Regulations defines the Transportation Improvement Program (TIP) as a "prioritized listing/program of transportation projects covering a period of four years that is developed and formally adopted by a TPO (transportation planning organization) as part of the metropolitan planning process, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under title 23 U.S.C. and title 49 U.S.C. Chapter 53" [23 C.F.R 450.104]. Florida Statute requires the addition of a fifth year to the TIP [339.175(8)(c)(1)]. The TIP is also required to include all regionally significant projects, regardless of funding [23 C.F.R 450.324(d)].

The TIP is developed by the Florida-Alabama TPO in cooperation with the Florida Department of Transportation (FDOT), the Alabama Department of Transportation (ALDOT), and the local governments in the TPO region. These cooperating agencies provide the Florida-Alabama TPO with estimates of available federal and state funds for use in development of the financial plan. In the development of the Department's 5 Year Work Program an inflation factor is applied to all appropriate phases of years one through five of the program. The inflation factors and application to appropriate phases is discussed in the Department's Work Program Instructions. Therefore, the projects in the TIP are presented in Year of Expenditure (YOE), which takes into account the inflation rate over the five years in the TIP.

Organizational Structure:

The Florida-Alabama TPO was established by designation of the governor through an interlocal agreement in 1977. An amendment in 1998 expanded membership to include all five (5) county commissioners from Santa Rosa County, providing equitable population and geographic representation on the TPO. Apportionment of membership was reviewed in 2013 following the 2010 Census. Representation from Orange Beach, Alabama was added. This membership apportionment was approved by the Florida governor on June 12, 2013 and by the Alabama governor on December 11, 2013. The interlocal agreement was updated in 2015.

According to Section 339.175, Florida Statutes, TPO board members shall be local elected officials. The current membership of the Florida-Alabama TPO is made up of:

- Five (5) members from Escambia County Commission
- Five (5) members from Pensacola City Council
- Five (5) members from Santa Rosa County Commission

- One (1) member from Gulf Breeze City Council
- One (1) member from Milton City Council
- One (1) member from Baldwin County Commission
- One (1) member from Orange Beach City Council

The Emerald Coast Regional Council (ECRC) provides the designated professional staff to the Florida-Alabama TPO and performs the work required to maintain the continuing, cooperative and comprehensive (3-C) planning process. The ECRC serves seven (7) counties and is unique in its role in staffing three (3) separate TPOs (MPOs) in West Florida. A staff services agreement between the Florida-Alabama TPO and the ECRC, effective on January 12, 2015, establishes this staffing arrangement.

The TPO maintains bylaws, which describe the operating procedures for the TPO and its advisory committees. The bylaws were updated and adopted in 2016. A Technical Coordinating Committee (TCC) and a Citizens' Advisory Committee (CAC) advise the TPO. A Freight Advisory Committee was added in 2017. Ad hoc committees to advise the TPO and its staff are formed as needed. Each committee carries out its prescribed tasks and responsibilities at regularly scheduled and, at times, special meetings.

Title VI:

Pursuant to Section 9 of the US DOT Order 1050.2A, the Florida-Alabama TPO assures FDOT and ALDOT that no person on the basis of race, color, national origin, sex, age, disability, family, or religious status as provided by the Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987, State of Florida Civil Rights Act of 1992, and other nondiscrimination authorities be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation under any program or activity. For additional information click on the following link https://www.ecrc.org/programs/public_involvement/title_vi_ada.php.

Financial Plan:

The TIP is financially constrained for each year. Federally funded projects identified in the TIP can be implemented using current and proposed revenue sources based on the FDOT's Tentative Work Program, the ALDOT Work Program, and locally designated transportation revenues. As required by federal and state law, a summary of available funds by funding category and project type for the state and federally funded projects contained within the TIP has been included in Appendix F [23 C.F.R. 450.324(a) and Subsection 339.175(8), F.S.] The detailed project listing and financial summary "contain system-level estimates of costs and revenue sources that are reasonably expected to be available to adequately operate and maintain Federal-aid highways (as defined by 23 U.S. C. 101(a)(5)) and public transportation (as defined by title 49 U.S.C. Chapter 53) [23 CFR 450.324 (h)].

To further ensure the financial soundness of the TIP, all projects funded by the Florida Department of Transportation with federal or non-federal dollars are considered committed projects if included in the first three years of the FDOT Five-Year Work Program. Section 339.135(4)(b)(5) Florida Statutes mandates that the FDOT Work Program include a balanced 36-month forecast of cash and expenditures and a five-year finance plan supporting the Work Program. All local government projects (non-federally funded) that are included in the TIP are a part of a member local government's capital improvement program. Non-federally funded projects with funding in the first year of local government capital improvement element or capital improvement programs are considered to be committed projects.

Project Categories:

Capacity - Projects (such as widening existing roads or building roads on new alignments) in the TIP are from the Cost Feasible Plan of the TPO Long Range Transportation Plan Update and the Project Priorities.

Transportation Systems Management (TSM) – Drawn from the FDOT Candidate list and the TPO Priorities for TSM Improvements, these projects may also be identified in the TPO's Congestion Management Process Plan, Corridor Management Plans, and Safety Plans. Some are part of studies by FDOT or local governments and are needed to improve mobility and /or safety at intersections and along existing roadways. TSM projects are typically low-cost and can be constructed in less than two years with allocated District 3 funds.

Transportation Alternatives – The Transportation Alternatives Program (TAP) authorized under Section 1122 of MAP-21 (23 U.S.C. 213(b), 101(a)(29)) provides funding for programs and projects defined as transportation alternatives. Section 1122 of MAP-21 provides for the reservation of funds apportioned to a State under section 104(b) of title 23 to carry out TAP. The national total reserved for TAP is equal to 2 percent of the total amount authorized from the Highway Account of the Highway Trust Fund for Federal-aid highways each fiscal year. (23 U.S.C. 213(a)). The Enhancement Program of SAFETTEA-LU is now part of the Transportation Alternatives Program of MAP-21. The FAST Act continued TAP from MAP-21.

Under 23 U.S.C. 213(b) eligible activities under the TAP program consist of:

1. Transportation Alternatives as defined in 23 U.S.C. 101(a)(29) (MAP-21 1103):
    A. Construction, planning, and design of on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities Act of 1990.
    B. Construction, planning, and design of infrastructure-related projects and systems that will provide safe routes for non-drivers, including

children, older adults, and individuals with disabilities to access daily needs.

C. Conversion and use of abandoned railroad corridors for trails for pedestrians, bicyclists, or other nonmotorized transportation users.
D. Construction of turnouts, overlooks, and viewing areas.
E. Community improvement activities, including-
    i. inventory, control, or removal of outdoor advertising;
    ii. historic preservation and rehabilitation of historic transportation facilities;
    iii. vegetation management practices in transportation rights-of-way to improve roadway safety, prevent against invasive species, and provide erosion control; and
    iv. archaeological activities relating to impacts from implementation of a transportation project eligible under title 23.
F. Any environmental mitigation activity, including pollution prevention and pollution abatement activities and mitigation to-
    i. address stormwater management, control, and water pollution prevention or abatement related to highway construction or due to highway runoff, including activities described in sections 133(b)(11), 328(a), and 329 of title 23; or
    ii. reduce vehicle-caused wildlife mortality or to restore and maintain connectivity among terrestrial or aquatic habitats.

2. The recreational trails program under section 206 of title 23.
3. The safe routes to school program under section 1404 of the SAFETEA-LU.
    A. Infrastructure-related projects.-planning, design, and construction of infrastructure-related projects on any public road or any bicycle or pedestrian pathway or trail in the vicinity of schools that will substantially improve the ability of students to walk and bicycle to school, including sidewalk improvements, traffic calming and speed reduction improvements, pedestrian and bicycle crossing improvements, on-street bicycle facilities, off-street bicycle and pedestrian facilities, secure bicycle parking facilities, and traffic diversion improvements in the vicinity of schools.
    B. Noninfrastructure-related activities to encourage walking and bicycling to school, including public awareness campaigns and outreach to press and community leaders, traffic education and enforcement in the vicinity of schools, student sessions on bicycle and pedestrian safety, health, and environment, and funding for training, volunteers, and managers of safe routes to school programs.
    C. Safe Routes to School coordinator.

4. Planning, designing, or constructing boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

Bicycle/Pedestrian – $350,000 per year is funded annually for bicycle and pedestrian Master Plan projects. These projects are identified in the TPO Bicycle Pedestrian Plan and are added to the Long Range Transportation Plan.

Public Transportation – Transit projects are drawn from the TPO Five Year Transit Development Plan and the local transit operator provides priorities to the TPO. Projects for Community Transportation Coordinator (CTC) and the Escambia County Area Transit (ECAT) fixed route service are included in the TIP. The FTA is the primary funding source for ECAT projects, with supplementation by matching grants by the city of Pensacola and Escambia County. The CTC receives funding directly from the Commission for the Transportation Disadvantaged. ECAT is consulted in the development of the Project Priorities for Public Transportation and has a member on the TPO's Technical Coordinating Committee that reviews and provides input in the development of the TIP.

Aviation – Aviation projects are drawn from the airport master Plan and Airport Layout Plan, developed by local authorities and reviewed by the DOT and the Federal Aviation Administration (FAA). Project Priorities are given to the TPO for inclusion in the report and may be funded by the FAA, FDOT, or Airport Authority. Airfields included in this report are the Pensacola International Airport and the Peter Prince Field in Milton.

Seaport – Port projects are drawn from the adopted Port Master Plan, for area deep water seaports. They are primarily the domain of city government, and though the TIP is consistent with city plans, their inclusion is primarily due to the formation of the Seaport and Economic Development Trust Fund. This fund provides state money through the Florida Ports Council for port projects. The Port of Pensacola is the only deep water port in this report.

Resurfacing – Also known as system preservation, these projects are determined by the FDOT. While the TPO may ask that particular roadways be examined for resurfacing needs, the priority for resurfacing is based on an engineering evaluation of pavement condition. Resurfacing projects on the State Highway System are funded through a statewide program.

Bridge – These projects are selected by the FDOT on criteria established through bridge inspections. Bridge Sufficiency Ratings are established by the FHWA and are on a 0 (worst) to 100 (best). Funds are generally available for rehabilitation work if the bridge rating falls below 80, or are available for replacement if the rating falls below 50. For bridges off the state highway system, the engineering costs will be the owner's responsibility. All other phases (excluding in-house phases) are to be split 75% Federal (from the set-aside) and 25% owner up to a total cost of $5 million (limiting federal participation on each bridge to $3.75 million). This limitation excludes in-house phases.

Freight – A Freight Working Group meets periodically to review and discuss freight needs and projects in the area. The TPO staff is also a member of the State of Florida Metropolitan Planning Organization Advisory Council's Freight Committee and has submitted Freight Projects to this committee for consideration for funding advancement in the TIP.

Safety – The TPO gives the highest point total for Safety in its Evaluation Criteria for ranking projects in its Long Range Transportation Plan Needs Plan. FDOT and ALDOT each develop a Highway Safety Improvement Program annually. Each transportation project in the TIP when it is designed and/or constructed is intended to improve safety. In addition, safety is addressed in the Performance Measures section later in this report.

Miscellaneous – Supplemental projects not fitting into any of the other category. An example is planning funds for the MPO/TPO Process.

Project Selection:

Project selection is dependent on the priorities for the various projects and on financial constraints. The selection of priorities for the TPO Study Area involves various forms of input including input from the citizens and through the Citizens' Advisory Committee and the Technical Coordinating Committee making recommendations to the TPO.

Important components of Federal and State Legislation for Transportation Improvement Programs include:

1. TIP/STIP must be updated at least every four (4) years and contain four years worth of projects.

2. Proposed TIP projects must be derived from locally developed public "human transit" transportation services including: Special Needs of Elderly Individuals and Individuals with Disabilities (See U.S.C. 49 sections 5310)

3. Visual aids should be included in TIP development such as photographs, charts, graphs, and any other visual aid that would enhance public knowledge of the project.

The Fixing America's Surface Transportation (FAST) Act retains the eight (8) Planning Factors as the *Scope of the Planning Process* from MAP-21, plus two (2) additional Planning Factors. The ten (10) Planning Factors are:

(A) support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency;

(B) increase the safety of the transportation system for motorized and nonmotorized users;

(C) increase the security of the transportation system for motorized and nonmotorized users;

(D) increase the accessibility and mobility of people and for freight;

(E) protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns;

(F) enhance the integration and connectivity of the transportation system, across and between modes, for people and freight;

(G) promote efficient system management and operation;

(H) emphasize the preservation of the existing transportation system;

*(I) improve the resiliency and reliability of the transportation system and reduce or mitigate storm water impacts of surface transportation; and

*(J) enhance travel and tourism.

*Planning Factors I and J were not included in the 2040 Long Range Transportation Plan when it was adopted on November 3, 2015 because they were not yet required. These two Planning Factors will be included in the 2045 Long Range Transportation Plan which will be adopted by November 3, 2020.

Project Priority Statement:

The Florida-Alabama TPO Adopted Project Priorities for Fiscal Years 2020-2024 is in Appendix E.

Consistency with Other Plans:

In accordance with these federal and state laws, this TIP covers five fiscal years and is consistent with the Florida Transportation Plan, the Florida-Alabama Long Range Transportation Plan (LRTP), the Congestion Management Process Plan (CMPP) and the local government comprehensive plans. The TIP contains project information for the construction and maintenance of the transportation facilities of the TPO Study Area. Facility types vary from roads, highways and bridges to seaports, airports, and bicycle and pedestrian accommodations. The TIP also includes project information for the various public transportation systems such as local bus and trolley systems and the Transportation Disadvantaged Program.

Implemented Projects:

Annually, FDOT, ALDOT, and Escambia County Area Transit produce lists of projects that have had federal funds obligated to them in the preceding year. These lists of projects for Fiscal Year 2018 are in Appendix D.

Public Involvement:

The public participation process for the FY2020-2024 TIP began during June, July, August, and September of 2018 with the development of the TPO's Project Priorities. In August 2018, the draft Project Priorities were presented to the TPO and its advisory committees, the Citizens' Advisory Committee and the Technical Coordinating Committee. This review of the Project Priorities was advertised within TPO's agenda in the local newspapers and it was sent by news release to local media. A public workshop and public outreach events to review and comment on the Project Priorities were held in June 2018. Notifications were sent to various community groups, inviting them to attend the workshop, outreach events, or the TPO meetings. In August 2018, the proposed final Project Priorities were presented to the advisory committees for final review and to the TPO for adoption. The adoption of the Priorities in September 2018 was part of TPO agenda, so it was advertised in local newspapers and issued as a news release. A public forum was part of that meeting to allow an additional opportunity for public involvement. The adopted Project Priorities are in Appendix E.

In December, FDOT held a public workshop to gather public comments on its Tentative Five-Year Work Program, which includes selected TPO Project Priorities. The Tentative Five-Year Work Program was also placed on-line for a week to obtain additional public comment. In December, FDOT presented the Tentative Five-Year Work Program to the TPO for endorsement; that TPO meeting was also advertised with the local media. Public comments gathered throughout the creation of the Project Priorities and in the review of the Tentative Work Program have been considered through each step of the planning process. As such, this TIP reflects a combination of the public's interests as well as the interests of the various government agencies that are participants in the TPO planning process.

In cases where public comment is significant, 23 Code of Federal Regulations (CFR) Part 450 requires the following: "When significant written and oral comments are received on the draft transportation plan or TIP (including the financial plan) as a result of the public participation process or the interagency consultation process required by EPA's conformity regulations [for air quality], a summary, analysis, and report on the disposition of comments shall be made part of the final plan and TIP." The public comments received in the review of the Project Priorities are listed in Appendix E. In addition, the public comments received during the development of the TIP are listed in Appendix K.

Certification:

The last Joint FDOT/TPO Certification was held on March 11, 2019. The Joint FDOT/TPO Certification is an annual process in FDOT District 3. The ALDOT/TPO Self Certification Statement is included in Appendix I. Lastly, the last Federal Highway Administration's certification of the TPO occurred in August 2018.

Air Quality:

The Clean Air Act (CAA) requires the Environmental Protection Agency (EPA) to develop and enforce air quality standards. Under the CAA, the EPA is mandated to review standards for criteria pollutants every five years. Criteria pollutants are listed as carbon monoxide (CO), nitrogen dioxide (NO_2), ozone (O_3), sulfur dioxide (SO_2), and particulate matter 2.5 or 10. The National Ambient Air Quality Standard (NAAQS) for ozone was last reviewed in 2008 at which time the EPA lowered the standard from 85 ppb to the current standard of 75 ppb. On January 19, 2010, the EPA published a Notice of Proposed Rulemaking in the Federal Register, with the intention of strengthening the NAAQS for ground level ozone. On October 1, 2015, the EPA finalized revisions to the National Ambient Air Quality Standards (NAAQS) for ground-level ozone. The rule sets more stringent standards, lowering both the primary (health-based) and secondary (welfare-based) standards from 75 parts per billion (ppb) to 70 ppb.

The TPO staff for the Florida– Alabama Transportation Planning Organization (TPO) monitors air quality and ozone readings for the TPO on a quarterly basis. The FL-AL TPO is currently in attainment for ground level ozone. In anticipation of the lowered standard, the TPO staff is interacting with government agencies and the public to ensure that air quality affected by ground-level ozone can be readily addressed and mitigated to maintain air quality compliance. TPO staff will establish regional air quality reporting guidelines and increase interaction with the public and local governments, repositioning as an information resource for air quality in Northwest Florida. There are five air quality monitoring sites located within Northwest Florida. Three of which are in Escambia and Santa Rosa counties. Data collected from these monitors and updates on the NAAQS will be reported to the FL – AL TPO and Advisory Committees quarterly.

Climate Change:

The Federal Highway Administration has identified Climate Change as an emerging issue for TPOs. FHWA has suggested that TPOs may wish to consider climate change and strategies which minimize impacts from the transportation system. FHWA supports and recognizes the importance of exploring the effects of climate change on transportation, as well as the limited environmental resources and fuel alternatives. TPOs are encouraged to include discussions and strategies aimed at addressing this issue. Infrastructure on the TPO's coastal areas impacted by global warming and alternative fuels is an area for the TPO to consider on this topic in the future.

Environmental Mitigation:

The TPO is committed to minimizing and mitigating the negative impacts of transportation projects on the natural and built environment in order to preserve and enhance the quality of life. The TPO has worked with both the FDOT and ALDOT to establish state and federal contacts that are now included in an e-mail distribution list. The TIP has been sent to these agencies to keep them abreast of the funded transportation projects in the next five years and to offer them a chance to mitigate any potential conflicts with the funding agencies.

Congestion Management Process:

The TPO is responsible for implementing the Congestion Management Process, and projects identified in the Plan are included in the TIP. The TPO updates its Congestion Management Process in conjunction with the Long Range Transportation Plan. Projects identified through the Congestion Management Process can be a priority for Transportation Systems Management as they are submitted as a "candidate" project by FDOT.

Transportation Disadvantaged (TD):

The Florida Commission for the Transportation Disadvantaged requires each county to submit Annual Performance Reports to review the services provided and costs for those services. The Annual Performance Reports for Escambia and Santa Rosa County are in Appendix F.

Federal and state agencies are using performance measures as a way of ensuring greater accountability for expenditure of public funds. ALDOT has adopted the Livability Principles and Indicators as a sustainability measurement against future actions.

Level of Effort (LVOE) - Alabama Projects Only (See Appendix I):

Projects in the STIP/TIP, referred to as Level of Effort (LVOE) projects, represent grouped projects not considered of appropriate scale to be identified individually. Projects may be grouped by function, work type, and/or geographical area, using the applicable classifications under 23 CFR 771.117(c) and (d), and/or 40 CFR part 93. In nonattainment and maintenance areas, project classifications must be consistent with the *exempt* project classifications contained in the EPA transportation conformity regulations (40 CFR part 93).

LVOE projects are placed in the STIP/TIP according to selected funding programs, with the planned funding amounts for each year. ALDOT, and the affected TPOs, will be required to make a formal amendment to the STIP/TIPs for any adjustment of funding of an LVOE group that exceeds 20 percent of its originally planned funding to a particular Region. The selected statewide funding programs include:

- Interstate Resurfacing Program (Includes lighting, sign & pavement rehabilitation
- Non-Interstate Resurfacing Program (FM)
- Transportation Alternative Program (TAP)
- Safety Projects (Hazard elimination, roadway and rail, high speed passenger rail, seatbelt, blood alcohol content, and others)
- Recreational Trails (Funds transferred to ADECA)
- County Allocation Funds (Off-system bridges and STP Non-urban). Only prior year carry over is full obligated).
- Federal Transit Programs: (Sub Recipient) 5307 (urbanized), 5311 (non-urban), 5310 (Elderly and Disabilities), and 5339 (Buses and Bus Facilities).

Addition or deletion of individual LVOE projects are considered an administrative modification, and do not require any further TPO action prior to authorization, subject to the dollar thresholds established in the sections above. ALDOT will maintain a matrix listing, on the STIP website, of LVOE projects for each of the five ALDOT Regions. The TPOs will be notified as soon as any specific projects within their urban areas, are identified and selected, and will have ten (10) days to decline the project. Additionally, the TPOs will be notified as soon as any safety projects are modified or deleted within their urban areas and will have ten (10) days to decline the project deletion or change.

Level of Effort (LVOE) holds funds that are not dedicated to specific projects, and may be used to cover cost increases, or add new projects or project phases. LVOE shall not exceed the thresholds, or the requirements, of any other items that require an amendment.

Level of Effort resurfacing shall be programmed annually. Projects or project lists will be added as soon as available, and TPOs will be notified of all changes that occur in the list.

Following approval of the FY2020-2024 TIP, edits to the TIP will occur by amendment or by administrative modification. Amendments and modifications occur as a result of: (1) additional or unknown project requirements; (2) increasing the Planning Area during the 2045 LRTP update; and (3) increasing the Urbanized Area or Planning Area as a result of the 2020 Decennial Census. Both amendments and modifications can be tracked through automatically generated emails until October of 2019, at which time the MPO can track changes through E-STIP (e-mails will continue to run for an additional year).

An Amendment is a major TIP planned project revision that:

- Adds a new project, or deletes a project, that utilizes federal funds from a statewide line item, exceeds the thresholds listed below, and excludes those federally-funded statewide program projects.
- Adds a new project phase(s), or increase a current project phase, or deletes a project phase(s), or decreases a current project phase that utilizes federal funds, where the revision exceeds the following thresholds:

- $5 million for ALDOT federally-funded projects and Transportation Management Area (TMA) attributable projects.
- $1 million for ALDOT federally-funded projects and for non-TMA TPO's attributable projects.
- $750,000 for the county highway and bridge program.

- Involves a change in the Scope of Work to a project(s) that would:
  - Result in a revised total project estimate that exceeds the thresholds established between ALDOT and the Planning Partner (not to exceed any federally-funded threshold contained in the MOU).
  - Results in a change in the Scope of Work on any federally-funded project that is significant enough to essentially constitute a New Project.
  - Level of Effort (LVOE) planned budget changes, exceeding 20% of the original budgeted amount.

Approval by the TPO is required for the amendments. Amendments require public review and comment, and redemonstrations of fiscal constraint.

An Administrative Modification is a minor TIP revision that:

- Adds a project from a level of effort category or line item, utilizing 100 percent state or non-federal funding, or a TPO TIP placement of the federally funded, Statewide Program, or federal funds from a statewide line time that do not exceed the thresholds established by the Planning Partner.
- Adds a project for emergency repairs to roadways, bridges, except those involving substantive or functional adjustments, location or capacity changes.
- Draws down, or returns funding, from the existing STIP/TIP Reserve Line Item, and does not exceed the threshold established between ALDOT and Planning Partners.
- Adds federal or state capital funds from low-bid savings, de-obligations, release of encumbrances, from savings on programmed phases, and any other project-cost modification sent to and approved by FHWA or FTA, to another programmed project phase or line item.

Administrative Modifications do not require federal approval nor public review and comment, and nor re-demonstration of fiscal constraint.

Amendment Process -- Florida Projects Only:

For Administrative Modifications to the TIP, TPO action is not required. The Transportation Planning Manager approves this type of amendment by signature, then copies are placed in the next TPO agenda as an information item and the TIP is updated with the amended information and the amended date in the cover is updated.

TIP Amendments and Modifications are governed by the FDOT MPO Handbook:

An administrative modification is a minor revision that includes minor changes to the project/project phase costs, minor changes to funding sources of previously included projects, and minor changes to project/project phase initiation dates. An administrative modification is a revision that does not require public review and comment, and a redemonstrations of fiscal constraint.

An amendment means a revision that involves a major change to a project including the deletion of a project or a major change in project cost, project/project phase initiation dates, or a major change in design concept or design scope. An amendment is a revision the requires public review and comment and a redemonstrations of fiscal constraint.

1. The complete Transportation Improvement Program shall be adopted only upon a vote of TPO, assembled in a properly noticed public meeting;

2. In order to expedite amendments to the TIP, the TPO authorizes the Transportation Planning Manager to administratively approve airport, public transportation, and seaport project amendments which do not materially affect surface transportation traffic volumes or traffic distribution in the vicinity of the subject airport, public transportation facility, or seaport;

3. The TPO authorizes the Transportation Planning Manager to administratively approve roll-forward amendments, to ensure that approved projects that did not get authorized by June 30 remain eligible for authorization after July 1;

4. If the TPO is requested to amend its TIP on an emergency basis, such as during a period when the TPO is not scheduled to meet, the TPO authorizes its Chairman or the Transportation Planning Manager to approve projects less than $2.0 million;

5. The TPO also authorizes the Transportation Planning Manager to administratively approve amendments to the TIP which do not meet any one of the five criteria which require a formal TIP amendment: (a) addition of new individual projects; (b) change adversely impacts financial constraint of the TIP; (c) change results in major scope changes; (d) deletion of a project from the TIP; or (e) change in project cost greater than 20% AND $2.0 million;

6. The TPO requires the Transportation Planning Manager to inform the TPO of all TIP amendments approved under these authorizations at least once per quarter; and

Project Priorities amendments must be approved by the TPO by formal action. They must be placed on the TPO agenda and listed in the legal ad placed for the meeting. Approval of an amendment to the Project Priorities must be by roll-call vote. Once approved, the Project Priorities are updated with the amended information and copies of the amendment are provided to FDOT

Federal Planning Emphasis Areas

On April 23, 2014, FHWA distributed a memorandum to state DOTs to encourage MPOs to identify tasks associated with Planning Emphasis Areas (PEAs). The following lists the three PEAs as defined by FHWA:

- MAP 21 Implementation – Transition to Performance Based Planning and Programming.
- Models of Regional Planning Cooperation – Promote cooperation across MPO boundaries and across state boundaries where appropriate to ensure a regional approach to transportation planning. 6
- Ladders of Opportunity – Access to essential services – as part of the transportation planning process, identify transportation connectivity gaps in access to essential services.

State Planning Emphasis Areas - 2018

Rural Transportation Planning – MAP-21 is the first federal legislation to define the structure and responsibilities of designated regional transportation planning organizations. Florida Statues also requires coordination with local governments, including those in rural areas.

To address this area of emphasis, the TPO will work with FDOT District 3 to incorporate the needs of neighboring rural communities into all appropriate planning efforts.

ACES (Automated/Connected/Electric/Shared-Use) Vehicles – FHWA says that "transportation is in the midst of disruptive change from new technologies (automated and connected vehicles); new institutions (shared mobility firms); and changing attitudes (reduced car ownership)."

The Florida-Alabama TPO will to its part to prepare the region for the upcoming impacts of technology on transportation choices by including these advancements in the following documents:

- LRTP
- Pedestrian Bicycle Plan
- Transit Planning
- Intelligent Transportation Systems
- Freight Planning

Performance Measures – Performance Management is a strategic approach to connect investment and policy decisions to help achieve performance goals. Performance measures are quantitative criteria used to evaluate progress. Performance measure targets are the benchmarks against which collected data is gauged. The Moving Ahead for Progress in the 21st Century Act (MAP-21) requires State DOTs and TPOs to conduct performance-based planning by tracking

performance measures and setting data-driven targets to improve those measures. Performance-based planning ensures the most efficient investment of federal transportation funds by increasing accountability, transparency, and providing for better investment decisions that focus on key outcomes related to seven national goals:

- Improving Safety;
- Maintaining Infrastructure Condition;
- Reducing Traffic Congestion;
- Improving the Efficiency of the System and Freight Movement;
- Protecting the Environment; and,
- Reducing Delays in Project Delivery.

The Fixing America's Surface Transportation (FAST) Act supplements the MAP-21 legislation by establishing timelines for State DOTs and TPOs to comply with the requirements of MAP-21. State DOTs are required to establish statewide targets and TPOs have the option to support the statewide targets or adopt their own.

Safety was the first national goal identified in the FAST Act. In March of 2016, the Highway Safety Improvement Program (HSIP) and Safety Performance Management Measures Rule (Safety PM Rule) was finalized and published in the *Federal Register.* The rule requires TPOs to set targets for the following safety-related performance measures and report progress to the State DOT:

- Fatalities;
- Serious Injuries;
- Nonmotorized Fatalities and Serious Injuries;
- Rate of Fatalities per 100 Million Vehicle Miles Traveled (VMT); and
- Rate of Serious Injuries per 100 Million VMT.

The Florida and Alabama Departments of Transportation Highway Safety Improvement Plans (HSIP) focused on how to accomplish the vision of eliminating fatalities and reducing serious injuries on all public roads. The HSIP development process included review of safety-related goals, objectives, and strategies in TPO plans. The HSIP guides FDOT, ALDOT, TPOs, and other safety partners in addressing safety and defines a framework for implementation activities to be carried out throughout each State.

The HSIP highlights the commitment to a vision and initiative of zero deaths. The HSIP annual report documents the statewide performance measures toward that zero deaths vision and initiative. As such, the TPO supported the adoption of the HSIP safety performance measures, FDOT's 2019 safety targets, which set the target at "0" for each performance measure to reflect FDOT's goal of zero deaths, and ALDOT's 2018 safety targets, which set the targets at 1,010 for Number of

Fatalities; 1.490 for Rate of Fatalities per Hundred Million Vehicle Miles Traveled; 8,369 for Number of Serious Injuries; 12.420 for Rate of Serious Injuries per Hundred Million Vehicle Miles Traveled, and 390 for Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries to reflect ALDOT's Towards Zero Death Initiative. The TPO supported the FDOT and ALDOT targets by approving Resolution 18-01 on February 14, 2018. FDOT's 2019 safety targets, which set the target at "0" for each performance measure to reflect FDOT's goal of zero deaths, and ALDOT's 2019 safety targets, which set the targets at 932 for Number of Fatalities; 1.330 for Rate of Fatalities per Hundred Million Vehicle Miles Traveled; 8,469 for Number of Serious Injuries; 12.080 for Rate of Serious Injuries per Hundred Million Vehicle Miles Traveled, and 394 for Number of Non-Motorized Fatalities and Non-Motorized Serious Injuries to reflect ALDOT's Towards Zero Death Initiative. The TPO supported the FDOT and ALDOT targets by approving 18-01 on February 14, 2018 and Resolution 19-01 on February 13, 2019.

Bridge and Pavement (PM2) was the second national goal identified in the FAST Act and was finalized in May 2017 and published in the *Federal Register*. The rule requires TPOs to set targets for the following bridge and pavement related performance measures and report progress to the State DOT.

- Percent of Interstate Pavements in Good Condition;
- Percent of Interstate Pavements in Poor Condition;
- Percent of Non-Interstate National Highway System Pavements in Good Condition;
- Percent of Non-Interstate National Highway System Pavements in Poor Condition;
- Percent of National Highway System Bridges classified as in Good Condition by Deck Area; and
- Percent of National Highway System Bridges classified as in Poor Condition by Deck Area.

System Performance (PM3) was the third national goal identified in the Fast Act was also finalized in May 2017 and published in the *Federal Register*. The rule requires TPOs to set targets for the following system performance related performance measures and report progress to the State DOT.

- Percent of Person Miles Traveled on Interstate System that is reliable;
- Percent of Person Miles Traveled on Non-Interstate National Highway System that is reliable; and
- Truck Travel Time Reliability Index.

In addition to the three Performance Management categories, the TPO is also required to adopt State of Good Repair Performance Measures for Transit Asset Management (TAM). The TAM rule from the Federal Transit Administration

became effective on October 1, 2016. The rule requires TPOs to set targets for the following transit related performance measures and report progress to the State DOT.

- Rolling Stock (Percentage of revenue vehicles that have met or exceeded their Useful Life Benchmark);
- Equipment (Percentage of service vehicles that have met or exceeded their Use Life Benchmark);
- Facilities (Percentage of facilities within an asset class rated below condition 3 on the Transit Economics Requirements Model Scale); and
- Infrastructure. (Percentage of track segments with performance restrictions).

Whereas, Safety Targets are established annually by the TPO by February 27th, Targets for Pavement, Bridge, and System Performance were adopted on September 12, 2018 by Resolution 18-24 for targets in 2021 which supported the DOT targets and will need to be adopted again by April 1, 2023 since they are four year targets. FDOT targets for 2021 for Pavement are: >60 for Percent of Interstate Pavements in Good Condition, <5 for Percent of Interstate Pavements in Poor Condition; ≥40 for Percent of Non-Interstate National Highway System Pavements in Good Condition; and ≤5 for Percent on Non-Interstate National Highway System Pavements in Poor Condition. FDOT targets for 2021 for Bridges are: ≥50 for Percent of National Highway System Bridges Classified as in Good Condition by Deck Area and ≤10 for Percent of National Highway System Bridges Classified as in Poor Condition by Deck Area. FDOT's 2021 targets for System Performance are: 70 for Percent of Person Miles Traveled on Interstate System that is Reliable; 50 for Percent of Person Miles Traveled on Non-Interstate National Highway System that is Reliable; and 2 for Truck Travel Time Reliability Index. ALDOT targets for 2021 for Pavement are: "Not Applicable" for Percent of Interstate Pavements in Good Condition since there is no Interstate System in the Alabama Portion of the Florida-Alabama TPO, "Not Applicable" for Percent of Interstate Pavements in Poor Condition since there is no Interstate System in the Alabama Portion of the Florida-Alabama TPO; >40 for Percent of Non-Interstate National Highway System Pavements in Good Condition; and <5 for Percent on Non-Interstate National Highway System Pavements in Poor Condition. ALDOT targets for 2021 for Bridges are: >27 for Percent of National Highway System Bridges Classified as in Good Condition by Deck Area and <3 for Percent of National Highway System Bridges Classified as in Poor Condition by Deck Area. ALDOT's 2021 targets for System Performance are: "Not Applicable" for Percent of Person Miles Traveled on Interstate System that is Reliable since there is no Interstate System in the Alabama Portion of the Florida-Alabama TPO; 93.6 for Percent of Person Miles Traveled on Non-Interstate National Highway System that is Reliable;

and “Not Applicable” for Truck Travel Time Reliability Index since there is no Interstate System in the Alabama Portion of the Florida-Alabama TPO.

Similarly, TAM targets were adopted by the TPO on September 12, 2018 by Resolution 18-30 which supported the DOT targets and will need to be adopted again by October 1, 2022. The Infrastructure category does not apply to the TPO since there is no rail fixed guideway track in the TPO area. For Florida, the Rolling Stock category consists of Vans, Cutaway Buses, Body on Chassis, and Full Size Buses. The targets for these categories are Vans (reduce by 0 Percent of current inventory), Cutaway Buses (reduce by 0 Percent of current inventory), Body on Chassis (reduce by 0 Percent of current inventory), and Full Size Buses (reduce by 10 Percent of current inventory). The Equipment category is to reduce Service Vehicles by 10 Percent that have met or exceeded their Useful Life Benchmark. Facilities Category is to fund no more than 20% of FTA facilities with a condition rating below 3 (Good) on the Transit Economics Requirements Model Scale. For Alabama, the Rolling Stock category consists of Vans, Cutaway Buses, Body on Chassis, and Full Size Buses. The targets for these categories are Vans (reduce by 10 Percent of current inventory), Cutaway Buses (reduce by 10 Percent of current inventory), Body on Chassis (reduce by 10 Percent of current inventory), and Full Size Buses (reduce by 10 Percent of current inventory). The Equipment category is to reduce Service Vehicles by 10 Percent that have met or exceeded their Useful Life Benchmark. Facilities Category is to fund no more than 20% of FTA facilities with a condition rating below 3 (Good) on the Transit Economics Requirements Model Scale.

The TIP considers potential projects that fall into specific investment priorities. For the Florida-Alabama TPO, this includes the Safe Routes to School and the Escambia-Santa Rosa Community Traffic Safety Team Programs; and Bridge, Capacity, Bicycle/Pedestrian, Transportation Alternative, Transportation System Management, Public Transportation, Resurfacing, Aviation, Port, and other Miscellaneous categories in the TIP. The expectation of the TIP projects in each of these categories is to improve safety and to reduce fatalities once these projects are constructed. The Bridge Projects identified in the TIP will maintain the bridges classified in Good Condition and assist in improving the bridges classified in Poor Condition. Resurfacing Projects in the TIP will assist in improving the Interstate and Non-Interstate National Highway System pavements that are classified in Poor Condition as well as improving reliability of freight movement for interstate and Non-Interstate National Highway System roadways. The Transit Projects identified in the TIP will assist in keeping the transit vehicles and facilities in State of Good Repair.

The TIP includes specific investment priorities that support the TPO’s goals including safety, efficiency, connectivity, economic vitality, security, quality of life,

and the planning process which guide the Evaluation Criteria. The Evaluation Criteria in the LRTP filters down to Project Priorities, and the TIP.

As identified in CFR 450.326(d), a description of the anticipated effect of the TIP toward achieving the performance targets in the metropolitan transportation plan will be included in the next Long Range Transportation Plan which will be adopted by November 3, 2020. The next Long Range Transportation Plan will also include a Systems Performance Report for Performance Measures. In the interim, the TPO will work with both Florida and Alabama Departments of Transportation to comply with the requirements for TIP amendments for the Performance Measures since the May 27, 2018 date has passed.

Livability Indicators:

Federal and State agencies are using performance measures as a way of ensuring greater accountability for expenditure of public funds. ALDOT has adopted the Livability Principles and Indicators as a sustainability measurement against future actions.

All planning tasks will be measured against these Livability Principles:
1. Provide more transportation choices
2. Promote equitable, affordable housing
3. Enhance economic competitiveness
4. Support existing communities
5. Coordinate policies and leverage investment
6. Value communities and neighborhoods

The TPO will use these six Livability Principles with the Federal Performance Measures data, the FDOT Source Book, data available for University of Florida Bureau of Economic and Business Research and University of Alabama's Center for Business and Economic Research, and possibly additional data sources to develop Livability Indicators for a tool to consider in developing future transportation plans. The Livaability Indicators will be identified in the 2045 Long Range Transportation Plan.

How do I get to full project costs and other project details?

Transportation projects for Baldwin, Escambia, and Santa Rosa counties are either within the Florida-Alabama TPO planning area boundary or in the non TPO area.

The normal project production sequence is to have a Project Development and Environment (PD&E) phase, a Design (PE) phase, a Right of Way (ROW) phase and a Construction (CST) phase. Some projects may not have a ROW phase, if land is not needed to complete the project. Costs on the TIP pages for projects on

the SIS will have historical costs, five years of the current TIP and five years beyond the current TIP, which may or may not be the total project cost. If there is no CST phase on the TIP page, then the entry will probably not be reflective of the total project cost. For some projects, such as resurfacing, safety or operational projects, there may not be a total cost provided but rather additional details on that program.

For costs beyond the ten year window, access to the Long Range Transportation Plan (LRTP) is provided. The link to the LRTP is: https://www.ecrc.org/programs/transportation_planning/plans_and_documents/long_range_transportation_plan/index.php. The LRTP reference on the TIP page provides the information necessary to locate the full project costs and/or additional details, regarding the project in the LRTP. When the LRTP reference in the TIP states modification and \ or amendment report, the most recent report is used. Appendix C is a status report for on-going projects.

Full Project Costs in TPO Planning Area Boundary

Projects on the Strategic Intermodal System (SIS) - The normal project production sequence is to have a Project Development and Environment (PD&E) phase, a Design (PE) phase, a Right of Way (ROW) phase and a Construction (CST) phase. Some projects may not have a ROW phase, if land is not needed to complete the project. Costs on the TIP pages for projects on the SIS will have historical costs, five years of the current TIP, and five years beyond the current TIP, which may or may not be the total project cost. If there is no CST phase, then the entry will probably not be reflective of the total project cost. For some projects, such as resurfacing, safety or operational project, there may not be a total cost provided but rather additional details on that program.

The SIS is a network of high priority transportation facilities which includes the state's largest and most significant commercial service airports, spaceport, deep water seaports, freight rail terminals, passenger rail and intercity bus terminals, rail corridors, waterways and highways. All projects on the SIS will have a SIS identifier on the TIP page.

For costs beyond the ten year window, access to the Long Range Transportation Plan (LRTP) is provided. The link to the LRTP is https://www.ecrc.org/programs/transportation_planning/plans_and_documents/long_range_transportation_plan/index.php. The LRTP reference on the TIP page provides the information necessary to locate the full project costs and/or additional

details regarding the project in the LRTP (See example TIP page below). If there is no LRTP reference in the TIP, full project cost for that project is provided in the TIP.

Non SIS projects - The normal project production sequence is to have a Project Development and Environment (PD&E) phase, a Design (PE) phase, a Right of Way (ROW) phase and a Construction (CST) phase. Some projects may not have a ROW phase, if land is not needed to complete the project. Costs on the TIP pages for projects not on the SIS will have historical costs and five years of the current TIP, which may or may not be the total project cost. If there is no CST phase, then the entry will probably not be reflective of the total project cost. For some projects, such as resurfacing, safety or operational projects, there may not be a total cost provided but rather additional details on that program.

Total project costs and other project details will be accessible in the TIP for all non SIS projects in the TIP. All non SIS projects will have a Non-SIS identifier on the TIP page.

For costs beyond the five year window, access to the Long Range Transportation Plan (LRTP) is provided. The link to LRTP https://www.ecrc.org/programs/transportation_planning/plans_and_documents/long_range_transportation_plan/index.php. The LRTP reference on the TIP page provides the information necessary to locate the full project costs and/or additional details regarding the project in the LRTP. If there is no LRTP reference in the TIP, full project cost for that project is provided in the TIP. When the LRTP reference in the TIP states modification and \ or amendment report, the most recent report is used.

Full Projects Costs in the Non TPO area

Projects on the Strategic Intermodal System (SIS) - The SIS is a network of high priority transportation facilities which includes the state's largest and most significant commercial service airports, spaceport, deep water seaports, freight rail terminals, passenger rail and intercity bus terminals, rail corridors, waterways and highways. Total project costs and other project details will be accessible through the Statewide Transportation Improvement Program (STIP) for highways on the SIS. The STIP page will have a SIS and a County identifier to aid you in finding the total project cost (See example below) The STIP is accessible at https://fdotewp1.dot.state.fl.us/fmsupportapps/stipamendments/stip.aspx.

The normal project production sequence is to have a Project Development and Environment (PD&E) phase, a Design (PE) phase, a Right of Way (ROW) phase

and a Construction (CST) phase. Some projects may not have a ROW phase, if land is not needed to complete the project. Costs on the STIP pages for projects on the SIS will have historical costs and ten years worth of project costs, which may or may not be the total project cost. If there is no CST phase, then the entry will probably not be reflective of the total project cost. The total project cost will be reflected in the SIS Strategic Intermodal System Plan available at: https://www.fdot.gov/planning/systems/programs/mspi/plans/default.shtm. For some projects, such as resurfacing, safety or operational project, and other short term projects, the STIP page will reflect the total project cost available for projects on the SIS.

Non SIS projects in non TPO areas - All costs for non SIS projects in the non TPO areas will have a non SIS identifier. These costs will be provided by the Florida Department of Transportation (FDOT) District Office. Please contact the FDOT District Office at 1-888-638-0250 (Chipley) for additional information on these projects.

DISCLAIMER: The "Total Project Cost" amount displayed for each of the federal and state funded projects in the TIP represents 10 years of programming in the Florida Department of Transportation's (FDOT's) Work Program database for projects on the Strategic Intermodal System (SIS) (FYs 2020 through 2029), and 5 years of programming in the FDOT Work Program for non-SIS projects (FYs 2020 through 2024), plus historical cost information for all projects having expenditures paid by FDOT prior to FY 2020. For a more comprehensive view of a particular project's anticipated total project cost for all phases of the project, please refer to the TPO Long-Range Transportation Plan (LRTP).

For a more comprehensive view of a particular project's anticipated total project cost for all phases of the project, please refer to the Long Range Transportation Plan (LRTP). It should be noted, however, that some projects in the FDOT Work Program such as resurfacing, safety, or operational products may not be specifically referenced within the LRTP due to their short term nature. LRTP references to such projects in the TIP are referenced by LRTP Final Report Page Number. These LRTP references are intended to increase transparency and demonstrate consistency between the LRTP and TIP. The link to the LRTP is https://www.ecrc.org/programs/transportation_planning/plans_and_documents/long_range_transportation_plan/index.php.

The Alabama Department of Transportation has directed that accident, incident, crash, injury, or fatality locations not be shown or presented in

association with descriptions of transportation projects, facilities, or locations within the State of Alabama. This prohibition extends to all formal planning documents (UPWP, Long Range Plan, TIP, Congestion Management Plan, and Air Quality Conformity documentation) that include narrative or tabular project listings or descriptions. In addition, Alabama project costs are estimated using a 1% inflation factor, instead of the previous 4% for projecting out-year costs.

RESOLUTION FL-AL 19-08

A RESOLUTION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION ADOPTING THE FY 2020-2024 TRANSPORTATION IMPROVEMENT PROGRAM

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the governors of Florida and Alabama as being responsible, together with the states of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

WHEREAS, the Transportation Improvement Program (TIP) is adopted annually by the TPO and submitted to the governors of Florida and Alabama, to the Federal Transit Administration, and through the States of Florida and Alabama to the Federal Highway Administration; and

WHEREAS, the Transportation Improvement Program (TIP) is developed in accordance with 23 Code of Federal Regulations 450 Section 134(j) and Section 339.175(8) Florida Statutes; and

WHEREAS, the TIP is periodically amended to maintain consistency with the Florida and Alabama Department of Transportation's Work Programs; and

WHEREAS, authorization for federal funding of projects within an urbanized area cannot be obtained unless the projects are included in the TPO's TIP; and

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) believes that the TIP will support the performance targets established by the states and supported by the TPO; and

WHEREAS, the Transportation Improvement Program (TIP) shall be endorsed annually upon a roll call vote by the TPO and submitted to the governors of Florida and Alabama, to the Federal Transit Administration, and through the States of Florida and Alabama to the Federal Highway Administration; and

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) believes that the document listed below will support the performance targets established by the states and supported by the TPO.

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION THAT:

The TPO adopts the FY2020-2024 Transportation Improvement Program, with any changes that may have been presented.

Passed and duly adopted by the Florida- Alabama Transportation Planning Organization on this 12th day of June 2019.

FLORIDA- ALABAMA TRANSPORTATION PLANNING ORGANIZATION

BY: _____
Jeff Bergosh, Chairman

ATTEST: _____

5-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	2022/23	2023/24	Total
ACBR - ADVANCE CONSTRUCTION (BRT)							
4358161	SR 10 (US 90)	7,500	4,892,642	0	0	0	**4,900,142**
4371781	SR 289 9TH AVENUE	0	3,664,470	0	0	0	**3,664,470**
4376991	CR 4 W HWY 4	0	604,376	0	3,499,876	0	**4,104,252**
4427491	SR 8 (I-10)	1,760,000	0	400,000	0	8,888,193	**11,048,193**
Total		**1,767,500**	**9,161,488**	**400,000**	**3,499,876**	**8,888,193**	**23,717,057**
ACBZ - ADVANCE CONSTRUCTION (BRTZ)							
4304681	O C PHILLIPS ROAD	31,075	0	1,049,102	0	0	**1,080,177**
4322871	DAWSON ROAD	31,750	0	1,161,703	0	0	**1,193,453**
Total		**62,825**	**0**	**2,210,805**	**0**	**0**	**2,273,630**
ACID - SAFETY WORK ASSOC. W/HSID (AC)							
4440471	SR 10 (US 90)	637,937	0	0	0	0	**637,937**
Total		**637,937**	**0**	**0**	**0**	**0**	**637,937**
ACLD - SAFETY WORK ASSOC. W/HSLD (AC)							
4417251	SR 10A (US 90) MOBILE HWY	927,327	0	0	0	0	**927,327**
4417252	SR 10A (US 90) MOBILE HWY	371,152	0	0	0	0	**371,152**
4417371	SR 296 MICHIGAN AVENUE	1,018,167	0	0	0	0	**1,018,167**
4417372	SR 296 MICHIGAN AVENUE	771,111	0	0	0	0	**771,111**
Total		**3,087,757**	**0**	**0**	**0**	**0**	**3,087,757**
ACNP - ADVANCE CONSTRUCTION NHPP							
2185942	SR 95 (US 29)	0	3,260,000	200,000	6,044,600	0	**9,504,600**
2204401	SR 30 (US 98)	92,660,457	0	0	0	0	**92,660,457**
2224761	SR 8 (I-10)	0	3,707,500	303,946	2,047,491	0	**6,058,937**
4415881	SR 8 (I-10)	0	24,064,951	0	0	0	**24,064,951**
4415931	SR 8 (I-10) ESCAMBIA COUNTY WELCOME CENTER	0	331,064	0	0	0	**331,064**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	2022/23	2023/24	Total
ACNP - ADVANCE CONSTRUCTION NHPP							
Total		**92,660,457**	**31,363,515**	**503,946**	**8,092,091**	**0**	**132,620,009**
ACSA - ADVANCE CONSTRUCTION (SA)							
4393212	FLORIDA-ALABAMA TPO	375,000	0	0	0	0	**375,000**
4397211	SR 87	5,082,993	0	0	0	0	**5,082,993**
Total		**5,457,993**	**0**	**0**	**0**	**0**	**5,457,993**
ACSS - ADVANCE CONSTRUCTION (SS)							
4417381	SR 10 (US 90A) E NINE MILE RD	700,695	0	0	0	0	**700,695**
4437691	SR 10A (US 90) W. CERVANTES STREET	0	3,687,185	0	0	0	**3,687,185**
4440161	CR 184A BERRYHILL RD	0	0	252,356	0	890,894	**1,143,250**
4440181	SR298 LILLIAN HWY	0	0	227,489	0	899,742	**1,127,231**
4440191	SR 30 (US 98) NAVARRE PKWY	0	0	128,804	0	520,196	**649,000**
4440261	SR 10 (US 90)	0	0	193,637	0	763,029	**956,666**
4440271	SR 10 (US 90)	0	0	148,870	0	601,232	**750,102**
4440391	SR 10 (US 90A) E 9 MILE RD	1,435,673	0	5,387,754	0	0	**6,823,427**
4440411	SR 30 (US 98) GULF BREEZE PKWY	0	95,809	0	375,777	0	**471,586**
4440451	SR 8 (I-10)	910,404	0	0	3,570,756	0	**4,481,160**
4440461	SR 8 (I-10)	698,637	0	2,666,179	0	0	**3,364,816**
4440472	SR 10 (US 90)	0	0	1,962,140	0	0	**1,962,140**
4443472	SR 750 (AIRPORT BLVD)	77,435	0	0	0	0	**77,435**
Total		**3,822,844**	**3,782,994**	**10,967,229**	**3,946,533**	**3,675,093**	**26,194,693**
ACSU - ADVANCE CONSTRUCTION (SU)							
2186055	SR 10 (US 90A) NINE MILE ROAD	878,754	0	0	0	0	**878,754**
4393212	FLORIDA-ALABAMA TPO	367,382	0	0	0	0	**367,382**
Total		**1,246,136**	**0**	**0**	**0**	**0**	**1,246,136**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	2022/23	2023/24	Total
BNBR - AMENDMENT 4 BONDS (BRIDGES)							
4358161	SR 10 (US 90)	0	15,204,162	0	0	0	**15,204,162**
Total		**0**	**15,204,162**	**0**	**0**	**0**	**15,204,162**
BNIR - INTRASTATE R/W & BRIDGE BONDS							
2185942	SR 95 (US 29)	0	0	540,000	0	0	**540,000**
2224761	SR 8 (I-10)	0	0	0	525,000	0	**525,000**
Total		**0**	**0**	**540,000**	**525,000**	**0**	**1,065,000**
BPF - British Petroleum							
100040568	SR 180 (CANAL ROAD)	0	0	0	0	10,303,010	**10,303,010**
Total		**0**	**0**	**0**	**0**	**10,303,010**	**10,303,010**
BPS - British Petroleum							
100040568	SR 180 (CANAL ROAD)	0	0	0	0	3,044,485	**3,044,485**
Total		**0**	**0**	**0**	**0**	**3,044,485**	**3,044,485**
BRP - STATE BRIDGE REPLACEMENT							
4358161	SR 10 (US 90)	0	8,918,255	0	0	0	**8,918,255**
Total		**0**	**8,918,255**	**0**	**0**	**0**	**8,918,255**
BRRP - STATE BRIDGE REPAIR & REHAB							
4429131	SR 8 (I-10) OVER PERDIDO RIVER	1,757,464	0	0	0	0	**1,757,464**
4429151	SR 8 (I-10)	0	5,490,635	0	0	0	**5,490,635**
Total		**1,757,464**	**5,490,635**	**0**	**0**	**0**	**7,248,099**
CIGP - COUNTY INCENTIVE GRANT PROGRAM							
4406581	SR 292 GULF BEACH HIGHWAY	312,000	0	0	0	0	**312,000**
Total		**312,000**	**0**	**0**	**0**	**0**	**312,000**
D - UNRESTRICTED STATE PRIMARY							
0001542	CR 399 BOB SIKES BRIDGE	40,000	40,000	40,000	40,000	40,000	**200,000**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	2022/23	2023/24	Total
D - UNRESTRICTED STATE PRIMARY							
4425112	MILTON OPERATIONS CENTER	24,500	0	0	0	0	**24,500**
Total		**64,500**	**40,000**	**40,000**	**40,000**	**40,000**	**224,500**
DDR - DISTRICT DEDICATED REVENUE							
2184291	SR 742 BURGESS ROAD	0	3,142,762	0	0	0	**3,142,762**
2204263	SR 30 (US 98) GULF BREEZE PKWY	0	0	0	2,907,267	0	**2,907,267**
2204265	SR 30 (US 98) GULF BREEZE PKWY	0	0	85,310	0	0	**85,310**
4125452	ESCAMBIA/SANTA ROSA	299,840	300,000	0	400,000	400,000	**1,399,840**
4156062	WEST FL REGIONAL PLN	206,844	217,039	222,500	230,000	237,703	**1,114,086**
4159313	PETER PRINCE FIELD	0	0	0	120,000	0	**120,000**
4159314	PETER PRINCE FIELD	0	0	0	160,000	0	**160,000**
4222571	ESCAMBIA COUNTY	991,517	1,041,109	1,093,164	1,153,867	0	**4,279,657**
4222601	ESCAMBIA COUNTY	0	0	445,290	458,649	449,813	**1,353,752**
4222943	PETER PRINCE FIELD	0	0	91,855	0	0	**91,855**
4256336	PETER PRINCE FIELD	600,000	0	0	0	0	**600,000**
4256338	PETER PRINCE FIELD	0	0	0	0	600,000	**600,000**
4325631	SR 295 NAVY BLVD	600,000	119,000	297,468	0	0	**1,016,468**
4346771	SR 95 (US 29 PENSACOLA BLVD)	750,000	0	690,867	0	0	**1,440,867**
4357173	PENSACOLA INTERNATIONAL AIRPORT	50,000	0	0	0	0	**50,000**
4357177	PENSACOLA INTERNATIONAL AIRPORT	0	0	650,000	0	0	**650,000**
4360882	SR 10 (US 90A) NINE MILE ROAD	0	1,743,020	0	0	0	**1,743,020**
4367391	ESCAMBIA COUNTY	881,531	386,222	397,808	868,786	890,586	**3,424,933**
4367501	SANTA ROSA COUNTY	241,690	255,522	263,188	138,490	141,966	**1,040,856**
4371781	SR 289 9TH AVENUE	0	1,053	0	0	0	**1,053**
4377641	SR 10A (US 90)	925,000	45,000	668,539	0	0	**1,638,539**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	2022/23	2023/24	Total
DDR - DISTRICT DEDICATED REVENUE							
4397211	SR 87	597,600	0	0	0	0	**597,600**
4397351	SR 292 N PACE BLVD	640,000	0	860,087	0	0	**1,500,087**
4399641	SR 292 SORRENTO	120,000	1,821,432	0	0	0	**1,941,432**
4415411	SR 281 AVALON BLVD	0	149,797	0	0	0	**149,797**
4418821	SR 292 SORRENTO RD	0	96,400	1,299,824	0	0	**1,396,224**
4436481	SR 292 BARRANCAS AVE	0	0	404,042	0	0	**404,042**
4436511	SR 298	0	0	644,367	0	0	**644,367**
4436561	SR 292 SORRENTO RD	0	0	333,278	0	0	**333,278**
4436581	SR 750 AIRPORT BLVD	0	0	347,478	0	0	**347,478**
4437691	SR 10A (US 90) W. CERVANTES STREET	0	448,934	0	0	0	**448,934**
4438241	SR 10 (US 90)	250,000	0	0	0	0	**250,000**
4438261	SR 8A (I-110)	1,417,163	0	0	0	0	**1,417,163**
4440991	SR 10 (US 90) MOBILE HWY	0	38,750	1,382,940	0	0	**1,421,690**
Total		**8,571,185**	**9,806,040**	**10,178,005**	**6,437,059**	**2,720,068**	**37,712,357**
DI - ST. - S/W INTER/INTRASTATE HWY							
2224761	SR 8 (I-10)	0	0	7,287,500	128,906,124	0	**136,193,624**
Total		**0**	**0**	**7,287,500**	**128,906,124**	**0**	**136,193,624**
DIH - STATE IN-HOUSE PRODUCT SUPPORT							
2184291	SR 742 BURGESS ROAD	0	105,000	0	0	0	**105,000**
2186055	SR 10 (US 90A) NINE MILE ROAD	0	10,000	0	0	0	**10,000**
2204265	SR 30 (US 98) GULF BREEZE PKWY	0	0	350,000	0	0	**350,000**
2224761	SR 8 (I-10)	0	80,000	147,500	50,000	0	**277,500**
4318837	SR 727 FAIRFIELD DR	0	0	8,308	0	0	**8,308**
4325541	SR 4	39,632	0	0	0	0	**39,632**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	2022/23	2023/24	Total
DIH - STATE IN-HOUSE PRODUCT SUPPORT							
4325631	SR 295 NAVY BLVD	60,000	10,000	29,855	0	0	**99,855**
4346771	SR 95 (US 29 PENSACOLA BLVD)	75,000	0	69,087	0	0	**144,087**
4360882	SR 10 (US 90A) NINE MILE ROAD	0	16,563	0	0	0	**16,563**
4377641	SR 10A (US 90)	92,500	5,000	66,854	0	0	**164,354**
4397211	SR 87	59,760	0	0	0	0	**59,760**
4397351	SR 292 N PACE BLVD	64,000	0	66,009	0	0	**130,009**
4399641	SR 292 SORRENTO	8,000	17,308	0	0	0	**25,308**
4409153	SR 10 (US 90) CAROLINE ST	200,000	0	0	0	0	**200,000**
4415411	SR 281 AVALON BLVD	0	14,980	0	0	0	**14,980**
4415931	SR 8 (I-10) ESCAMBIA COUNTY WELCOME CENTER	0	43,193	0	0	0	**43,193**
4418821	SR 292 SORRENTO RD	0	15,000	12,352	0	0	**27,352**
4429131	SR 8 (I-10) OVER PERDIDO RIVER	16,700	0	0	0	0	**16,700**
4429151	SR 8 (I-10)	0	58,828	0	0	0	**58,828**
4436481	SR 292 BARRANCAS AVE	67,000	0	40,405	0	0	**107,405**
4436511	SR 298	86,000	0	64,436	0	0	**150,436**
4436561	SR 292 SORRENTO RD	62,500	0	33,328	0	0	**95,828**
4436581	SR 750 AIRPORT BLVD	48,000	0	34,748	0	0	**82,748**
4437691	SR 10A (US 90) W. CERVANTES STREET	0	29,004	0	0	0	**29,004**
4438261	SR 8A (I-110)	13,466	0	0	0	0	**13,466**
4440991	SR 10 (US 90) MOBILE HWY	0	3,750	23,287	0	0	**27,037**
4453131	SR 8 (I-10) PENSACOLA WEIGH STATION	0	0	46,267	0	0	**46,267**
4453132	SR 8 (I-10) PENSACOLA WEIGH STATION	0	0	193,390	0	0	**193,390**
4460341	SR 95 (US 29)	14,741	0	0	0	0	**14,741**
Total		**907,299**	**408,626**	**1,185,826**	**50,000**	**0**	**2,551,751**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	2022/23	2023/24	Total
DITS - STATEWIDE ITS - STATE 100%.							
4125452	ESCAMBIA/SANTA ROSA	160	0	0	0	0	**160**
4367391	ESCAMBIA COUNTY	291,910	822,422	847,095	413,465	423,063	**2,797,955**
4367501	SANTA ROSA COUNTY	0	0	0	132,594	136,017	**268,611**
Total		**292,070**	**822,422**	**847,095**	**546,059**	**559,080**	**3,066,726**
DPTO - STATE - PTO							
4203004	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	150,000	0	**150,000**
4203005	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	500,000	0	**500,000**
4203006	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	25,000	0	**25,000**
4217172	FLORIDA-ALABAMA TPO	14,673	0	0	0	0	**14,673**
4222571	ESCAMBIA COUNTY	0	0	0	0	1,205,214	**1,205,214**
4222601	ESCAMBIA COUNTY	447,081	450,000	0	0	0	**897,081**
4256337	PETER PRINCE FIELD	0	55,000	0	0	0	**55,000**
4357175	PENSACOLA INTERNATIONAL AIRPORT	0	84,600	0	0	0	**84,600**
4357178	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	0	500,000	**500,000**
4357179	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	0	150,000	**150,000**
4414942	PENSACOLA INTERNATIONAL AIRPORT	8,000,000	14,000,000	1,000,000	2,000,000	0	**25,000,000**
Total		**8,461,754**	**14,589,600**	**1,000,000**	**2,675,000**	**1,855,214**	**28,581,568**
DRA - REST AREAS - STATE 100%							
4415931	SR 8 (I-10) ESCAMBIA COUNTY WELCOME CENTER	0	3,754,524	0	0	0	**3,754,524**
Total		**0**	**3,754,524**	**0**	**0**	**0**	**3,754,524**
DS - STATE PRIMARY HIGHWAYS & PTO							
4325541	SR 4	4,946,611	0	0	0	0	**4,946,611**
4377641	SR 10A (US 90)	0	0	6,685,395	0	0	**6,685,395**
4397211	SR 87	893,004	0	0	0	0	**893,004**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	2022/23	2023/24	Total
DS - STATE PRIMARY HIGHWAYS & PTO							
4415411	SR 281 AVALON BLVD	0	1,426,635	0	0	0	**1,426,635**
4436481	SR 292 BARRANCAS AVE	670,000	0	3,108,016	0	0	**3,778,016**
4436511	SR 298	860,000	0	5,369,723	0	0	**6,229,723**
4436561	SR 292 SORRENTO RD	625,000	0	0	0	0	**625,000**
4436581	SR 750 AIRPORT BLVD	480,000	0	2,872,909	0	0	**3,352,909**
Total		**8,474,615**	**1,426,635**	**18,036,043**	**0**	**0**	**27,937,293**
DSBC - GARCON POINT BRIDGE							
4153657	SR 281	40,000	40,000	40,000	40,000	40,000	**200,000**
Total		**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**200,000**
DU - STATE PRIMARY/FEDERAL REIMB							
4213683	ESCAMBIA COUNTY	175,000	0	0	0	0	**175,000**
4213714	SANTA ROSA COUNTY	125,000	0	0	0	0	**125,000**
4217172	FLORIDA-ALABAMA TPO	117,390	0	0	0	0	**117,390**
Total		**417,390**	**0**	**0**	**0**	**0**	**417,390**
DWS - WEIGH STATIONS - STATE 100%							
4419941	SR 8 (I-10) PENSACOLA WEIGH STATION	0	0	667,400	0	0	**667,400**
4419942	SR 8 (I-10) PENSACOLA WEIGH STATION	0	0	880,400	0	0	**880,400**
4419943	SR 8 (I-10) PENSACOLA MAINLINE WEIGH IN	0	2,101,100	0	0	0	**2,101,100**
4453131	SR 8 (I-10) PENSACOLA WEIGH STATION	0	0	260,953	0	0	**260,953**
4453132	SR 8 (I-10) PENSACOLA WEIGH STATION	0	0	1,703,872	0	0	**1,703,872**
Total		**0**	**2,101,100**	**3,512,625**	**0**	**0**	**5,613,725**
FAA - FEDERAL AVIATION ADMIN							
4203004	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	2,700,000	0	**2,700,000**
4203005	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	9,000,000	0	**9,000,000**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	2022/23	2023/24	Total
FAA - FEDERAL AVIATION ADMIN							
4222943	PETER PRINCE FIELD	0	0	1,653,390	0	0	**1,653,390**
4256337	PETER PRINCE FIELD	0	990,000	0	0	0	**990,000**
4357173	PENSACOLA INTERNATIONAL AIRPORT	900,000	0	0	0	0	**900,000**
4357175	PENSACOLA INTERNATIONAL AIRPORT	0	1,530,000	0	0	0	**1,530,000**
4357177	PENSACOLA INTERNATIONAL AIRPORT	0	0	11,700,000	0	0	**11,700,000**
4357178	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	0	9,000,000	**9,000,000**
4357179	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	0	2,700,000	**2,700,000**
Total		**900,000**	**2,520,000**	**13,353,390**	**11,700,000**	**11,700,000**	**40,173,390**
FCO - PRIMARY/FIXED CAPITAL OUTLAY							
4254949	MILTON OPERATIONS CENTER	81,000	0	0	0	0	**81,000**
Total		**81,000**	**0**	**0**	**0**	**0**	**81,000**
FTA - FEDERAL TRANSIT ADMINISTRATION							
4213713	SANTA ROSA COUNTY	150,000	150,000	150,000	150,000	150,000	**750,000**
4292621	ESCAMBIA COUNTY	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000	**11,000,000**
4309952	ESCAMBIA COUNTY	350,000	350,000	350,000	350,000	350,000	**1,750,000**
4309953	ESCAMBIA COUNTY	2,000,000	1,000,000	1,000,000	1,000,000	1,000,000	**6,000,000**
4309954	ESCAMBIA COUNTY	300,084	300,084	300,084	300,084	300,084	**1,500,420**
Total		**5,000,084**	**4,000,084**	**4,000,084**	**4,000,084**	**4,000,084**	**21,000,420**
FTAT - FHWA TRANSFER TO FTA (NON-BUD)							
4217331	ESCAMBIA COUNTY	300,000	300,000	300,000	300,000	300,000	**1,500,000**
Total		**300,000**	**300,000**	**300,000**	**300,000**	**300,000**	**1,500,000**
GMR - GROWTH MANAGEMENT FOR SIS							
4357176	PENSACOLA INTERNATIONAL AIRPORT	7,500,000	0	0	0	0	**7,500,000**
Total		**7,500,000**	**0**	**0**	**0**	**0**	**7,500,000**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	2022/23	2023/24	Total
LF - LOCAL FUNDS							
100060027	US 98 / SR 42	0	0	0	5,000	0	**5,000**
100060029	US 98 / SR 42	0	0	0	0	69,483	**69,483**
100063403	CR 99	10,000	0	0	0	0	**10,000**
100063404	CR 99	101,993	0	0	0	0	**101,993**
100063634	CR 99	0	18,750	0	0	0	**18,750**
100063640	CR 99	0	0	115,818	0	0	**115,818**
4159313	PETER PRINCE FIELD	0	0	0	30,000	0	**30,000**
4159314	PETER PRINCE FIELD	0	0	0	40,000	0	**40,000**
4203004	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	150,000	0	**150,000**
4203005	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	500,000	0	**500,000**
4203006	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	25,000	0	**25,000**
4210121	SR173 (BLUE ANGEL PARKWAY)	0	5,000,000	0	0	0	**5,000,000**
4213683	ESCAMBIA COUNTY	175,000	0	0	0	0	**175,000**
4213713	SANTA ROSA COUNTY	37,500	37,500	37,500	37,500	37,500	**187,500**
4213714	SANTA ROSA COUNTY	125,000	0	0	0	0	**125,000**
4217172	FLORIDA-ALABAMA TPO	14,673	0	0	0	0	**14,673**
4222571	ESCAMBIA COUNTY	991,517	1,041,109	1,093,164	1,153,867	1,205,214	**5,484,871**
4222943	PETER PRINCE FIELD	0	0	91,855	0	0	**91,855**
4256336	PETER PRINCE FIELD	150,000	0	0	0	0	**150,000**
4256337	PETER PRINCE FIELD	0	55,000	0	0	0	**55,000**
4256338	PETER PRINCE FIELD	0	0	0	0	150,000	**150,000**
4292621	ESCAMBIA COUNTY	550,000	550,000	550,000	550,000	550,000	**2,750,000**
4304681	O C PHILLIPS ROAD	7,025	0	345,468	0	0	**352,493**
4309952	ESCAMBIA COUNTY	87,500	87,500	87,500	87,500	87,500	**437,500**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	2022/23	2023/24	Total
LF - LOCAL FUNDS							
4309953	ESCAMBIA COUNTY	2,000,000	1,000,000	1,000,000	1,000,000	1,000,000	**6,000,000**
4309954	ESCAMBIA COUNTY	75,021	75,021	75,021	75,021	75,021	**375,105**
4322871	DAWSON ROAD	7,250	0	382,434	0	0	**389,684**
4357173	PENSACOLA INTERNATIONAL AIRPORT	50,000	0	0	0	0	**50,000**
4357175	PENSACOLA INTERNATIONAL AIRPORT	0	84,600	0	0	0	**84,600**
4357177	PENSACOLA INTERNATIONAL AIRPORT	0	0	650,000	0	0	**650,000**
4357178	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	0	500,000	**500,000**
4357179	PENSACOLA INTERNATIONAL AIRPORT	0	0	0	0	150,000	**150,000**
4371781	SR 289 9TH AVENUE	0	17,178	0	0	0	**17,178**
4376991	CR 4 W HWY 4	0	177,758	0	1,150,195	0	**1,327,953**
4406581	SR 292 GULF BEACH HIGHWAY	312,000	0	0	0	0	**312,000**
4407411	CR 399 (EAST BAYOU BOULEVARD)	0	500,000	0	0	0	**500,000**
4414942	PENSACOLA INTERNATIONAL AIRPORT	8,000,000	14,000,000	1,000,000	2,000,000	0	**25,000,000**
4437691	SR 10A (US 90) W. CERVANTES STREET	0	2,106,000	0	0	0	**2,106,000**
Local 1	WOLF BAY BRDIGE	1,000,000	64,800,000	0	0	0	**65,800,000**
Total		**13,694,479**	**89,550,416**	**5,428,760**	**6,804,083**	**3,824,718**	**119,302,456**
LFF - LOCAL FUND - FOR MATCHING F/A							
4217331	ESCAMBIA COUNTY	75,000	75,000	75,000	75,000	75,000	**375,000**
Total		**75,000**	**75,000**	**75,000**	**75,000**	**75,000**	**375,000**
PL - METRO PLAN (85% FA; 15% OTHER)							
4393212	FLORIDA-ALABAMA TPO	641,854	0	0	0	0	**641,854**
4393213	FLORIDA-ALABAMA TPO	0	645,640	645,640	0	0	**1,291,280**
4393214	FLORIDA-ALABAMA TPO	0	0	0	645,640	0	**645,640**
Total		**641,854**	**645,640**	**645,640**	**645,640**	**0**	**2,578,774**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	2022/23	2023/24	Total
RED - REDISTR. OF FA (SEC 1102F)							
4460341	SR 95 (US 29)	147,415	0	0	0	0	**147,415**
Total		**147,415**	**0**	**0**	**0**	**0**	**147,415**
SA - STP, ANY AREA							
4325631	SR 295 NAVY BLVD	0	0	2,288,219	0	0	**2,288,219**
4346771	SR 95 (US 29 PENSACOLA BLVD)	0	0	6,908,671	0	0	**6,908,671**
4397351	SR 292 N PACE BLVD	0	0	6,600,870	0	0	**6,600,870**
4436561	SR 292 SORRENTO RD	0	0	2,563,678	0	0	**2,563,678**
Total		**0**	**0**	**18,361,438**	**0**	**0**	**18,361,438**
SR2T - SAFE ROUTES - TRANSFER							
4442221	LANIER DR	0	0	0	44,431	0	**44,431**
4442222	LANIER DR	0	0	0	0	156,855	**156,855**
Total		**0**	**0**	**0**	**44,431**	**156,855**	**201,286**
ST - State							
100040566	SR 180 (CANAL ROAD)	0	0	0	847,838	0	**847,838**
100040567	SR 180 (CANAL ROAD)	0	0	0	0	279,429	**279,429**
100063605	GULF COAST INTRACOASTAL WATERWAY BRIDGE	42,768,212	0	0	0	0	**42,768,212**
100066950	GULF COAST INTRACOASTAL WATERWAY BRIDGE	20,185,172	0	0	0	0	**20,185,172**
Total		**62,953,384**	**0**	**0**	**847,838**	**279,429**	**64,080,651**
STED - 2012 SB1998-STRATEGIC ECON COR							
2224761	SR 8 (I-10)	0	148,200	0	0	0	**148,200**
Total		**0**	**148,200**	**0**	**0**	**0**	**148,200**
STPAA - Surface Transportation Program Any Area (ALDOT)							
100040566	SR 180 (CANAL ROAD)	0	0	0	3,391,355	0	**3,391,355**
100040567	SR 180 (CANAL ROAD)	0	0	0	0	1,117,719	**1,117,719**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	2022/23	2023/24	Total
STPAA - Surface Transportation Program Any Area (ALDOT)							
Total		**0**	**0**	**0**	**3,391,355**	**1,117,719**	**4,509,074**
STPLL - Surface Transportation Program Lillian (ALDOT)							
100060027	US 98 / SR 42	0	0	0	20,000	0	**20,000**
100060029	US 98 / SR 42	0	0	0	0	277,930	**277,930**
100063403	CR 99	40,000	0	0	0	0	**40,000**
100063404	CR 99	407,970	0	0	0	0	**407,970**
100063634	CR 99	0	75,000	0	0	0	**75,000**
100063640	CR 99	0	0	463,273	0	0	**463,273**
Total		**447,970**	**75,000**	**463,273**	**20,000**	**277,930**	**1,284,173**
SU - STP, URBAN AREAS > 200K							
2186055	SR 10 (US 90A) NINE MILE ROAD	211,246	400,000	0	0	0	**611,246**
2186931	ESCAMBIA/SANTA ROSA	0	149,187	0	0	2,600,478	**2,749,665**
2204263	SR 30 (US 98) GULF BREEZE PKWY	0	0	0	2,042,733	0	**2,042,733**
2204265	SR 30 (US 98) GULF BREEZE PKWY	0	0	3,414,690	0	0	**3,414,690**
4217331	ESCAMBIA COUNTY	300,000	300,000	300,000	300,000	300,000	**1,500,000**
4318834	SR 10 (US 90)	807,953	0	0	0	0	**807,953**
4318835	SR 30 (US 98)	1,376,912	0	0	0	0	**1,376,912**
4318836	SR 30 (US 98)	0	0	0	0	2,022,070	**2,022,070**
4318837	SR 727 FAIRFIELD DR	0	0	955,661	0	0	**955,661**
4371151	SANTA ROSA COUNTY	130,000	130,000	150,000	0	0	**410,000**
4389082	SR 292 PERDIDO KEY DRIVE	0	1,588,607	0	0	0	**1,588,607**
4393212	FLORIDA-ALABAMA TPO	181,000	0	0	0	0	**181,000**
4409041	W MAIN STREET	0	0	250,000	0	0	**250,000**
4409152	SR 10 (US 90) CAROLINE ST	0	0	0	2,750,000	0	**2,750,000**

5-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	2022/23	2023/24	Total
SU - STP, URBAN AREAS > 200K							
4409153	SR 10 (US 90) CAROLINE ST	1,500,000	0	0	0	0	**1,500,000**
4437691	SR 10A (US 90) W. CERVANTES STREET	0	2,521,073	0	0	0	**2,521,073**
4450391	ESCAMBIA COUNTY	0	0	0	0	150,000	**150,000**
Total		**4,507,111**	**5,088,867**	**5,070,351**	**5,092,733**	**5,072,548**	**24,831,610**
TALT - TRANSPORTATION ALTS- ANY AREA							
4335772	CR 296 SAUFLEY FIELD	0	0	1,225,165	0	0	**1,225,165**
4407411	CR 399 (EAST BAYOU BOULEVARD)	0	171,298	0	0	0	**171,298**
4424381	SHORELINE DR/FAIRPOINT DR	0	174,900	0	0	0	**174,900**
Total		**0**	**346,198**	**1,225,165**	**0**	**0**	**1,571,363**
TALU - TRANSPORTATION ALTS- >200K							
4335772	CR 296 SAUFLEY FIELD	0	0	126,512	0	0	**126,512**
4381142	CR 191A OLD BAGDAD HWY	0	0	282,127	0	0	**282,127**
4407411	CR 399 (EAST BAYOU BOULEVARD)	0	411,157	0	0	0	**411,157**
4422591	CR 191 HENRY ST	0	0	0	272,184	0	**272,184**
Total		**0**	**411,157**	**408,639**	**272,184**	**0**	**1,091,980**
TMBC - GARCON POINT BRIDGE							
4168131	SR 281 GARCON POINT TOLL	43,143	43,143	43,143	43,143	43,143	**215,715**
Total		**43,143**	**43,143**	**43,143**	**43,143**	**43,143**	**215,715**
TOBC - GARCON POINT BRIDGE							
4050151	TOLL OPERATIONS	1,522,000	1,522,000	1,522,000	1,522,000	1,522,000	**7,610,000**
Total		**1,522,000**	**1,522,000**	**1,522,000**	**1,522,000**	**1,522,000**	**7,610,000**

3-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	Total
ACBR - ADVANCE CONSTRUCTION (BRT)					
4358161	SR 10 (US 90)	7,500	4,892,642	0	4,900,142
4371781	SR 289 9TH AVENUE	0	3,664,470	0	3,664,470
4376991	CR 4 W HWY 4	0	604,376	0	604,376
4427491	SR 8 (I-10)	1,760,000	0	400,000	2,160,000
Total		**1,767,500**	**9,161,488**	**400,000**	**11,328,988**
ACBZ - ADVANCE CONSTRUCTION (BRTZ)					
4304681	O C PHILLIPS ROAD	31,075	0	1,049,102	1,080,177
4322871	DAWSON ROAD	31,750	0	1,161,703	1,193,453
Total		**62,825**	**0**	**2,210,805**	**2,273,630**
ACID - SAFETY WORK ASSOC. W/HSID (AC)					
4440471	SR 10 (US 90)	637,937	0	0	637,937
Total		**637,937**	**0**	**0**	**637,937**
ACLD - SAFETY WORK ASSOC. W/HSLD (AC)					
4417251	SR 10A (US 90) MOBILE HWY	927,327	0	0	927,327
4417252	SR 10A (US 90) MOBILE HWY	371,152	0	0	371,152
4417371	SR 296 MICHIGAN AVENUE	1,018,167	0	0	1,018,167
4417372	SR 296 MICHIGAN AVENUE	771,111	0	0	771,111
Total		**3,087,757**	**0**	**0**	**3,087,757**
ACNP - ADVANCE CONSTRUCTION NHPP					
2185942	SR 95 (US 29)	0	3,260,000	200,000	3,460,000
2204401	SR 30 (US 98)	92,660,457	0	0	92,660,457
2224761	SR 8 (I-10)	0	3,707,500	303,946	4,011,446
4415881	SR 8 (I-10)	0	24,064,951	0	24,064,951
4415931	SR 8 (I-10) ESCAMBIA COUNTY WELCOME CENTER	0	331,064	0	331,064

3-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	Total
Total		**92,660,457**	**31,363,515**	**503,946**	**124,527,918**
ACSA - ADVANCE CONSTRUCTION (SA)					
4393212	FLORIDA-ALABAMA TPO	375,000	0	0	375,000
4397211	SR 87	5,082,993	0	0	5,082,993
Total		**5,457,993**	**0**	**0**	**5,457,993**
ACSS - ADVANCE CONSTRUCTION (SS)					
4417381	SR 10 (US 90A) E NINE MILE RD	700,695	0	0	700,695
4437691	SR 10A (US 90) W. CERVANTES STREET	0	3,687,185	0	3,687,185
4440161	CR 184A BERRYHILL RD	0	0	252,356	252,356
4440181	SR298 LILLIAN HWY	0	0	227,489	227,489
4440191	SR 30 (US 98) NAVARRE PKWY	0	0	128,804	128,804
4440261	SR 10 (US 90)	0	0	193,637	193,637
4440271	SR 10 (US 90)	0	0	148,870	148,870
4440391	SR 10 (US 90A) E 9 MILE RD	1,435,673	0	5,387,754	6,823,427
4440411	SR 30 (US 98) GULF BREEZE PKWY	0	95,809	0	95,809
4440451	SR 8 (I-10)	910,404	0	0	910,404
4440461	SR 8 (I-10)	698,637	0	2,666,179	3,364,816
4440472	SR 10 (US 90)	0	0	1,962,140	1,962,140
4443472	SR 750 (AIRPORT BLVD)	77,435	0	0	77,435
Total		**3,822,844**	**3,782,994**	**10,967,229**	**18,573,067**
ACSU - ADVANCE CONSTRUCTION (SU)					
2186055	SR 10 (US 90A) NINE MILE ROAD	878,754	0	0	878,754
4393212	FLORIDA-ALABAMA TPO	367,382	0	0	367,382
Total		**1,246,136**	**0**	**0**	**1,246,136**
BNBR - AMENDMENT 4 BONDS (BRIDGES)					

3-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	Total
4358161	SR 10 (US 90)	0	15,204,162	0	15,204,162
Total		**0**	**15,204,162**	**0**	**15,204,162**
BNIR - INTRASTATE R/W & BRIDGE BONDS					
2185942	SR 95 (US 29)	0	0	540,000	540,000
Total		**0**	**0**	**540,000**	**540,000**
BRP - STATE BRIDGE REPLACEMENT					
4358161	SR 10 (US 90)	0	8,918,255	0	8,918,255
Total		**0**	**8,918,255**	**0**	**8,918,255**
BRRP - STATE BRIDGE REPAIR & REHAB					
4429131	SR 8 (I-10) OVER PERDIDO RIVER	1,757,464	0	0	1,757,464
4429151	SR 8 (I-10)	0	5,490,635	0	5,490,635
Total		**1,757,464**	**5,490,635**	**0**	**7,248,099**
CIGP - COUNTY INCENTIVE GRANT PROGRAM					
4406581	SR 292 GULF BEACH HIGHWAY	312,000	0	0	312,000
Total		**312,000**	**0**	**0**	**312,000**
D - UNRESTRICTED STATE PRIMARY					
0001542	CR 399 BOB SIKES BRIDGE	40,000	40,000	40,000	120,000
4425112	MILTON OPERATIONS CENTER	24,500	0	0	24,500
Total		**64,500**	**40,000**	**40,000**	**144,500**
DDR - DISTRICT DEDICATED REVENUE					
2184291	SR 742 BURGESS ROAD	0	3,142,762	0	3,142,762
2204265	SR 30 (US 98) GULF BREEZE PKWY	0	0	85,310	85,310
4125452	ESCAMBIA/SANTA ROSA	299,840	300,000	0	599,840
4156062	WEST FL REGIONAL PLN	206,844	217,039	222,500	646,383
4222571	ESCAMBIA COUNTY	991,517	1,041,109	1,093,164	3,125,790

3-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	Total
4222601	ESCAMBIA COUNTY	0	0	445,290	445,290
4222943	PETER PRINCE FIELD	0	0	91,855	91,855
4256336	PETER PRINCE FIELD	600,000	0	0	600,000
4325631	SR 295 NAVY BLVD	600,000	119,000	297,468	1,016,468
4346771	SR 95 (US 29 PENSACOLA BLVD)	750,000	0	690,867	1,440,867
4357173	PENSACOLA INTERNATIONAL AIRPORT	50,000	0	0	50,000
4357177	PENSACOLA INTERNATIONAL AIRPORT	0	0	650,000	650,000
4360882	SR 10 (US 90A) NINE MILE ROAD	0	1,743,020	0	1,743,020
4367391	ESCAMBIA COUNTY	881,531	386,222	397,808	1,665,561
4367501	SANTA ROSA COUNTY	241,690	255,522	263,188	760,400
4371781	SR 289 9TH AVENUE	0	1,053	0	1,053
4377641	SR 10A (US 90)	925,000	45,000	668,539	1,638,539
4397211	SR 87	597,600	0	0	597,600
4397351	SR 292 N PACE BLVD	640,000	0	860,087	1,500,087
4399641	SR 292 SORRENTO	120,000	1,821,432	0	1,941,432
4415411	SR 281 AVALON BLVD	0	149,797	0	149,797
4418821	SR 292 SORRENTO RD	0	96,400	1,299,824	1,396,224
4436481	SR 292 BARRANCAS AVE	0	0	404,042	404,042
4436511	SR 298	0	0	644,367	644,367
4436561	SR 292 SORRENTO RD	0	0	333,278	333,278
4436581	SR 750 AIRPORT BLVD	0	0	347,478	347,478
4437691	SR 10A (US 90) W. CERVANTES STREET	0	448,934	0	448,934
4438241	SR 10 (US 90)	250,000	0	0	250,000
4438261	SR 8A (I-110)	1,417,163	0	0	1,417,163
4440991	SR 10 (US 90) MOBILE HWY	0	38,750	1,382,940	1,421,690

3-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	Total
Total		**8,571,185**	**9,806,040**	**10,178,005**	**28,555,230**
DI - ST. - S/W INTER/INTRASTATE HWY					
2224761	SR 8 (I-10)	0	0	7,287,500	7,287,500
Total		**0**	**0**	**7,287,500**	**7,287,500**
DIH - STATE IN-HOUSE PRODUCT SUPPORT					
2184291	SR 742 BURGESS ROAD	0	105,000	0	105,000
2186055	SR 10 (US 90A) NINE MILE ROAD	0	10,000	0	10,000
2204265	SR 30 (US 98) GULF BREEZE PKWY	0	0	350,000	350,000
2224761	SR 8 (I-10)	0	80,000	147,500	227,500
4318837	SR 727 FAIRFIELD DR	0	0	8,308	8,308
4325541	SR 4	39,632	0	0	39,632
4325631	SR 295 NAVY BLVD	60,000	10,000	29,855	99,855
4346771	SR 95 (US 29 PENSACOLA BLVD)	75,000	0	69,087	144,087
4360882	SR 10 (US 90A) NINE MILE ROAD	0	16,563	0	16,563
4377641	SR 10A (US 90)	92,500	5,000	66,854	164,354
4397211	SR 87	59,760	0	0	59,760
4397351	SR 292 N PACE BLVD	64,000	0	66,009	130,009
4399641	SR 292 SORRENTO	8,000	17,308	0	25,308
4409153	SR 10 (US 90) CAROLINE ST	200,000	0	0	200,000
4415411	SR 281 AVALON BLVD	0	14,980	0	14,980
4415931	SR 8 (I-10) ESCAMBIA COUNTY WELCOME CENTER	0	43,193	0	43,193
4418821	SR 292 SORRENTO RD	0	15,000	12,352	27,352
4429131	SR 8 (I-10) OVER PERDIDO RIVER	16,700	0	0	16,700
4429151	SR 8 (I-10)	0	58,828	0	58,828
4436481	SR 292 BARRANCAS AVE	67,000	0	40,405	107,405

3-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	Total
4436511	SR 298	86,000	0	64,436	150,436
4436561	SR 292 SORRENTO RD	62,500	0	33,328	95,828
4436581	SR 750 AIRPORT BLVD	48,000	0	34,748	82,748
4437691	SR 10A (US 90) W. CERVANTES STREET	0	29,004	0	29,004
4438261	SR 8A (I-110)	13,466	0	0	13,466
4440991	SR 10 (US 90) MOBILE HWY	0	3,750	23,287	27,037
4453131	SR 8 (I-10) PENSACOLA WEIGH STATION	0	0	46,267	46,267
4453132	SR 8 (I-10) PENSACOLA WEIGH STATION	0	0	193,390	193,390
4460341	SR 95 (US 29)	14,741	0	0	14,741
Total		**907,299**	**408,626**	**1,185,826**	**2,501,751**
DITS - STATEWIDE ITS - STATE 100%.					
4125452	ESCAMBIA/SANTA ROSA	160	0	0	160
4367391	ESCAMBIA COUNTY	291,910	822,422	847,095	1,961,427
Total		**292,070**	**822,422**	**847,095**	**1,961,587**
DPTO - STATE - PTO					
4217172	FLORIDA-ALABAMA TPO	14,673	0	0	14,673
4222601	ESCAMBIA COUNTY	447,081	450,000	0	897,081
4256337	PETER PRINCE FIELD	0	55,000	0	55,000
4357175	PENSACOLA INTERNATIONAL AIRPORT	0	84,600	0	84,600
4414942	PENSACOLA INTERNATIONAL AIRPORT	8,000,000	14,000,000	1,000,000	23,000,000
Total		**8,461,754**	**14,589,600**	**1,000,000**	**24,051,354**
DRA - REST AREAS - STATE 100%					
4415931	SR 8 (I-10) ESCAMBIA COUNTY WELCOME CENTER	0	3,754,524	0	3,754,524
Total		**0**	**3,754,524**	**0**	**3,754,524**
DS - STATE PRIMARY HIGHWAYS & PTO					

3-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	Total
4325541	SR 4	4,946,611	0	0	4,946,611
4377641	SR 10A (US 90)	0	0	6,685,395	6,685,395
4397211	SR 87	893,004	0	0	893,004
4415411	SR 281 AVALON BLVD	0	1,426,635	0	1,426,635
4436481	SR 292 BARRANCAS AVE	670,000	0	3,108,016	3,778,016
4436511	SR 298	860,000	0	5,369,723	6,229,723
4436561	SR 292 SORRENTO RD	625,000	0	0	625,000
4436581	SR 750 AIRPORT BLVD	480,000	0	2,872,909	3,352,909
Total		**8,474,615**	**1,426,635**	**18,036,043**	**27,937,293**
DSBC - GARCON POINT BRIDGE					
4153657	SR 281	40,000	40,000	40,000	120,000
Total		**40,000**	**40,000**	**40,000**	**120,000**
DU - STATE PRIMARY/FEDERAL REIMB					
4213683	ESCAMBIA COUNTY	175,000	0	0	175,000
4213714	SANTA ROSA COUNTY	125,000	0	0	125,000
4217172	FLORIDA-ALABAMA TPO	117,390	0	0	117,390
Total		**417,390**	**0**	**0**	**417,390**
DWS - WEIGH STATIONS - STATE 100%					
4419941	SR 8 (I-10) PENSACOLA WEIGH STATION	0	0	667,400	667,400
4419942	SR 8 (I-10) PENSACOLA WEIGH STATION	0	0	880,400	880,400
4419943	SR 8 (I-10) PENSACOLA MAINLINE WEIGH IN	0	2,101,100	0	2,101,100
4453131	SR 8 (I-10) PENSACOLA WEIGH STATION	0	0	260,953	260,953
4453132	SR 8 (I-10) PENSACOLA WEIGH STATION	0	0	1,703,872	1,703,872
Total		**0**	**2,101,100**	**3,512,625**	**5,613,725**
FAA - FEDERAL AVIATION ADMIN					

3-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	Total
4222943	PETER PRINCE FIELD	0	0	1,653,390	1,653,390
4256337	PETER PRINCE FIELD	0	990,000	0	990,000
4357173	PENSACOLA INTERNATIONAL AIRPORT	900,000	0	0	900,000
4357175	PENSACOLA INTERNATIONAL AIRPORT	0	1,530,000	0	1,530,000
4357177	PENSACOLA INTERNATIONAL AIRPORT	0	0	11,700,000	11,700,000
Total		**900,000**	**2,520,000**	**13,353,390**	**16,773,390**
FCO - PRIMARY/FIXED CAPITAL OUTLAY					
4254949	MILTON OPERATIONS CENTER	81,000	0	0	81,000
Total		**81,000**	**0**	**0**	**81,000**
FTA - FEDERAL TRANSIT ADMINISTRATION					
4213713	SANTA ROSA COUNTY	150,000	150,000	150,000	450,000
4292621	ESCAMBIA COUNTY	2,200,000	2,200,000	2,200,000	6,600,000
4309952	ESCAMBIA COUNTY	350,000	350,000	350,000	1,050,000
4309953	ESCAMBIA COUNTY	2,000,000	1,000,000	1,000,000	4,000,000
4309954	ESCAMBIA COUNTY	300,084	300,084	300,084	900,252
Total		**5,000,084**	**4,000,084**	**4,000,084**	**13,000,252**
FTAT - FHWA TRANSFER TO FTA (NON-BUD)					
4217331	ESCAMBIA COUNTY	300,000	300,000	300,000	900,000
Total		**300,000**	**300,000**	**300,000**	**900,000**
GMR - GROWTH MANAGEMENT FOR SIS					
4357176	PENSACOLA INTERNATIONAL AIRPORT	7,500,000	0	0	7,500,000
Total		**7,500,000**	**0**	**0**	**7,500,000**
LF - LOCAL FUNDS					
100063403	CR 99	10,000	0	0	10,000
100063404	CR 99	101,993	0	0	101,993

3-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	Total
100063634	CR 99	0	18,750	0	18,750
100063640	CR 99	0	0	115,818	115,818
4210121	SR173 (BLUE ANGEL PARKWAY)	0	5,000,000	0	5,000,000
4213683	ESCAMBIA COUNTY	175,000	0	0	175,000
4213713	SANTA ROSA COUNTY	37,500	37,500	37,500	112,500
4213714	SANTA ROSA COUNTY	125,000	0	0	125,000
4217172	FLORIDA-ALABAMA TPO	14,673	0	0	14,673
4222571	ESCAMBIA COUNTY	991,517	1,041,109	1,093,164	3,125,790
4222943	PETER PRINCE FIELD	0	0	91,855	91,855
4256336	PETER PRINCE FIELD	150,000	0	0	150,000
4256337	PETER PRINCE FIELD	0	55,000	0	55,000
4292621	ESCAMBIA COUNTY	550,000	550,000	550,000	1,650,000
4304681	O C PHILLIPS ROAD	7,025	0	345,468	352,493
4309952	ESCAMBIA COUNTY	87,500	87,500	87,500	262,500
4309953	ESCAMBIA COUNTY	2,000,000	1,000,000	1,000,000	4,000,000
4309954	ESCAMBIA COUNTY	75,021	75,021	75,021	225,063
4322871	DAWSON ROAD	7,250	0	382,434	389,684
4357173	PENSACOLA INTERNATIONAL AIRPORT	50,000	0	0	50,000
4357175	PENSACOLA INTERNATIONAL AIRPORT	0	84,600	0	84,600
4357177	PENSACOLA INTERNATIONAL AIRPORT	0	0	650,000	650,000
4371781	SR 289 9TH AVENUE	0	17,178	0	17,178
4376991	CR 4 W HWY 4	0	177,758	0	177,758
4406581	SR 292 GULF BEACH HIGHWAY	312,000	0	0	312,000
4407411	CR 399 (EAST BAYOU BOULEVARD)	0	500,000	0	500,000
4414942	PENSACOLA INTERNATIONAL AIRPORT	8,000,000	14,000,000	1,000,000	23,000,000

3-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	Total
4437691	SR 10A (US 90) W. CERVANTES STREET	0	2,106,000	0	2,106,000
Local 1	WOLF BAY BRDIGE	1,000,000	64,800,000	0	65,800,000
Total		**13,694,479**	**89,550,416**	**5,428,760**	**108,673,655**
LFF - LOCAL FUND - FOR MATCHING F/A					
4217331	ESCAMBIA COUNTY	75,000	75,000	75,000	225,000
Total		**75,000**	**75,000**	**75,000**	**225,000**
PL - METRO PLAN (85% FA; 15% OTHER)					
4393212	FLORIDA-ALABAMA TPO	641,854	0	0	641,854
4393213	FLORIDA-ALABAMA TPO	0	645,640	645,640	1,291,280
Total		**641,854**	**645,640**	**645,640**	**1,933,134**
RED - REDISTR. OF FA (SEC 1102F)					
4460341	SR 95 (US 29)	147,415	0	0	147,415
Total		**147,415**	**0**	**0**	**147,415**
SA - STP, ANY AREA					
4325631	SR 295 NAVY BLVD	0	0	2,288,219	2,288,219
4346771	SR 95 (US 29 PENSACOLA BLVD)	0	0	6,908,671	6,908,671
4397351	SR 292 N PACE BLVD	0	0	6,600,870	6,600,870
4436561	SR 292 SORRENTO RD	0	0	2,563,678	2,563,678
Total		**0**	**0**	**18,361,438**	**18,361,438**
ST - State					
100063605	GULF COAST INTRACOASTAL WATERWAY BRIDGE	42,768,212	0	0	42,768,212
100066950	GULF COAST INTRACOASTAL WATERWAY BRIDGE	20,185,172	0	0	20,185,172
Total		**62,953,384**	**0**	**0**	**62,953,384**
STED - 2012 SB1998-STRATEGIC ECON COR					
2224761	SR 8 (I-10)	0	148,200	0	148,200

3-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	Total
Total		**0**	**148,200**	**0**	**148,200**
STPLL - Surface Transportation Program Lillian (ALDOT)					
100063403	CR 99	40,000	0	0	40,000
100063404	CR 99	407,970	0	0	407,970
100063634	CR 99	0	75,000	0	75,000
100063640	CR 99	0	0	463,273	463,273
Total		**447,970**	**75,000**	**463,273**	**986,243**
SU - STP, URBAN AREAS > 200K					
2186055	SR 10 (US 90A) NINE MILE ROAD	211,246	400,000	0	611,246
2186931	ESCAMBIA/SANTA ROSA	0	149,187	0	149,187
2204265	SR 30 (US 98) GULF BREEZE PKWY	0	0	3,414,690	3,414,690
4217331	ESCAMBIA COUNTY	300,000	300,000	300,000	900,000
4318834	SR 10 (US 90)	807,953	0	0	807,953
4318835	SR 30 (US 98)	1,376,912	0	0	1,376,912
4318837	SR 727 FAIRFIELD DR	0	0	955,661	955,661
4371151	SANTA ROSA COUNTY	130,000	130,000	150,000	410,000
4389082	SR 292 PERDIDO KEY DRIVE	0	1,588,607	0	1,588,607
4393212	FLORIDA-ALABAMA TPO	181,000	0	0	181,000
4409041	W MAIN STREET	0	0	250,000	250,000
4409153	SR 10 (US 90) CAROLINE ST	1,500,000	0	0	1,500,000
4437691	SR 10A (US 90) W. CERVANTES STREET	0	2,521,073	0	2,521,073
Total		**4,507,111**	**5,088,867**	**5,070,351**	**14,666,329**
TALT - TRANSPORTATION ALTS- ANY AREA					
4335772	CR 296 SAUFLEY FIELD	0	0	1,225,165	1,225,165
4407411	CR 399 (EAST BAYOU BOULEVARD)	0	171,298	0	171,298

3-Year Summary of Projects by Funding Category

Project #	Project Name	2019/20	2020/21	2021/22	Total
4424381	SHORELINE DR/FAIRPOINT DR	0	174,900	0	174,900
Total		**0**	**346,198**	**1,225,165**	**1,571,363**
TALU - TRANSPORTATION ALTS- >200K					
4335772	CR 296 SAUFLEY FIELD	0	0	126,512	126,512
4381142	CR 191A OLD BAGDAD HWY	0	0	282,127	282,127
4407411	CR 399 (EAST BAYOU BOULEVARD)	0	411,157	0	411,157
Total		**0**	**411,157**	**408,639**	**819,796**
TMBC - GARCON POINT BRIDGE					
4168131	SR 281 GARCON POINT TOLL	43,143	43,143	43,143	129,429
Total		**43,143**	**43,143**	**43,143**	**129,429**
TOBC - GARCON POINT BRIDGE					
4050151	TOLL OPERATIONS	1,522,000	1,522,000	1,522,000	4,566,000
Total		**1,522,000**	**1,522,000**	**1,522,000**	**4,566,000**

5-Year Summary of Funding Source

Funding Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
Federal	121,105,273	57,694,943	57,909,960	41,004,927	45,491,432	**323,206,535**
Local	13,769,479	89,625,416	5,503,760	6,879,083	3,899,718	**119,677,456**
State	100,980,414	64,315,342	44,232,237	141,632,223	10,103,419	**361,263,635**
Total	**235,855,166**	**211,635,701**	**107,645,957**	**189,516,233**	**59,494,569**	**804,147,626**

Section 1 - Bridge

100063605 **GULF COAST INTRACOASTAL WATERWAY BRIDGE** **Non-SIS**

Work Summary: BRIDGE CONST. OVER WATER

From: SR 180 (CANAL ROAD)

To: FOLEY BEACH EXPRESS

Lead Agency: ALDOT

Length: 5.46 MI

LRTP #: #8 in Amend. Report p. D-12

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	ST	42,768,212	0	0	0	0	**42,768,212**
Total		**42,768,212**	**0**	**0**	**0**	**0**	**42,768,212**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 42,768,212

Project Description: Construct 2-lane Intracoastal Waterway Bridge from SR 180 (Canal Road) to Foley Beach Express. Please note not all of this project is included in the TPO Planning Area, but the project connects to SR 180 (Canal Road) which is in the TPO Planning Area and has a capacity funded improvement as well.

100066950 **GULF COAST INTRACOASTAL WATERWAY BRIDGE** **Non-SIS**

Work Summary: BRIDGE CONST. OVER LAND **From:** SR 180 (CANAL ROAD)

To: FOLEY BEACH EXPRESS

Lead Agency: ALDOT **Length:** 5.46 MI

LRTP #: #8 in Amend. Report p. D-12

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	ST	20,185,172	0	0	0	0	**20,185,172**
Total		**20,185,172**	**0**	**0**	**0**	**0**	**20,185,172**

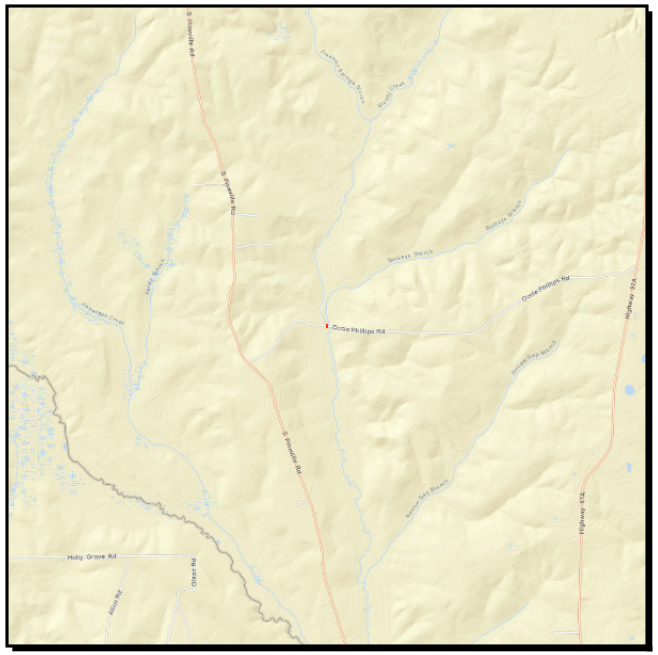
Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 20,185,172

Project Description: Construct 2-lane Intracoastal Waterway Bridge from SR 180 (Canal Road) to Foley Beach Express. Please note not all of this project is included in the TPO Planning Area, but the project connects to SR 180 (Canal Road) which is in the TPO Planning Area and has a capacity funded improvement as well.

4304681 **O C PHILLIPS ROAD** **Non-SIS**



Work Summary: BRIDGE REPLACEMENT

From: OVER BRUSHY CREEK

To: BRIDGE NO. 484029

Lead Agency: FDOT

Length: .015 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
ROW	LF	7,025	0	0	0	0	**7,025**
ROW	ACBZ	31,075	0	0	0	0	**31,075**
CST	LF	0	0	345,468	0	0	**345,468**
CST	ACBZ	0	0	1,049,102	0	0	**1,049,102**
Total		**38,100**	**0**	**1,394,570**	**0**	**0**	**1,432,670**

Prior Cost < 2019/20: 742,500

Future Cost > 2023/24: 0

Total Project Cost: 2,175,170

Project Description: This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. OC Phillips Road bridge replacement over Brushy Creek in Escambia County.

4322871 **DAWSON ROAD** **Non-SIS**

Work Summary: BRIDGE REPLACEMENT

From: OVER PRITCHETT MILL

To: BRIDGE NO. 484046

Lead Agency: FDOT

Length: .012 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
ROW	LF	7,250	0	0	0	0	**7,250**
ROW	ACBZ	31,750	0	0	0	0	**31,750**
CST	LF	0	0	382,434	0	0	**382,434**
CST	ACBZ	0	0	1,161,703	0	0	**1,161,703**
Total		**39,000**	**0**	**1,544,137**	**0**	**0**	**1,583,137**

Prior Cost < 2019/20: 715,000

Future Cost > 2023/24: 0

Total Project Cost: 2,298,137

Project Description: This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. Dawson Road Road bridge replacement over Pritchett Mill in Escambia County.

4358161 **SR 10 (US 90)** **Non-SIS**

Work Summary: BRIDGE REPLACEMENT

From: OVER SIMPSON RIVER

To: BRIDGE NO. 580056 & 580108

Lead Agency: FDOT

Length: .204 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
ROW	ACBR	7,500	0	0	0	0	**7,500**
CST	BRP	0	8,918,255	0	0	0	**8,918,255**
CST	ACBR	0	4,892,642	0	0	0	**4,892,642**
CST	BNBR	0	15,204,162	0	0	0	**15,204,162**
Total		**7,500**	**29,015,059**	**0**	**0**	**0**	**29,022,559**

Prior Cost < 2019/20: 1,906,021

Future Cost > 2023/24: 0

Total Project Cost: 30,928,580

Project Description: SR 10 (US 90) Bridge Replacement over Simpson River in Santa Rosa County.

4371781 **SR 289 9TH AVENUE** **Non-SIS**

Work Summary: BRIDGE REPLACEMENT

From: OVER CARPENTERS CREEK

To: BRIDGE NO. 480092

Lead Agency: FDOT

Length: .009 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	LF	0	17,178	0	0	0	**17,178**
CST	DDR	0	1,053	0	0	0	**1,053**
CST	ACBR	0	3,664,470	0	0	0	**3,664,470**
Total		**0**	**3,682,701**	**0**	**0**	**0**	**3,682,701**

Prior Cost < 2019/20: 1,876,284

Future Cost > 2023/24: 0

Total Project Cost: 5,558,985

Project Description: SR 289 (9th Avenue) Bridge Replacement over Carpenters Creek in Escambia County.

4376991 **CR 4 W HWY 4** **Non-SIS**

Work Summary: BRIDGE REPLACEMENT

From: OVER CANOE CREEK

To: BRIDGE NO. 480039

Lead Agency: FDOT

Length: .043 MI

LRTP #: Final Report P. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	LF	0	177,758	0	0	0	**177,758**
PE	ACBR	0	604,376	0	0	0	**604,376**
CST	LF	0	0	0	1,150,195	0	**1,150,195**
CST	ACBR	0	0	0	3,499,876	0	**3,499,876**
Total		**0**	**782,134**	**0**	**4,650,071**	**0**	**5,432,205**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 5,432,205

Project Description: This project is NOT within the TPO planning area. Project is included for Rural Work Program reference.
CR 4 (West Highway 4) bridge replacement over Canoe Creek in Escambia County.

4427491 **SR 8 (I-10)** **SIS**

Work Summary: BRIDGE REPLACEMENT

From: OVER SR 10 (US 90A) NINE MILE RD

To: BRIDGE NO. 480061

Lead Agency: FDOT

Length: .053 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	ACBR	1,760,000	0	0	0	0	**1,760,000**
ROW	ACBR	0	0	400,000	0	0	**400,000**
CST	ACBR	0	0	0	0	8,888,193	**8,888,193**
Total		**1,760,000**	**0**	**400,000**	**0**	**8,888,193**	**11,048,193**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 11,048,193

Project Description: SR 8 (I-10) Bridge Replacement over SR 10 (US 90A) Nine Mile Road in Escambia County.

4429131 **SR 8 (I-10) OVER PERDIDO RIVER** **SIS**

Work Summary: BRIDGE REPAIR/ REHABILITATION

From: OVER PERDIDO RIVER

To: BRIDGE 480081

Lead Agency: FDOT

Length: .222 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	DIH	16,700	0	0	0	0	**16,700**
CST	BRRP	1,757,464	0	0	0	0	**1,757,464**
Total		**1,774,164**	**0**	**0**	**0**	**0**	**1,774,164**

Prior Cost < 2019/20: 199,140
Future Cost > 2023/24: 0
Total Project Cost: 1,973,304
Project Description: SR 8 (I-10) Bridge Repair/Rehabilitation over Perdido River in Escambia County.

4429151 **SR 8 (I-10)** **SIS**

Work Summary: BRIDGE REPAIR/ REHABILITATION

From: OVER CR 191 GARCON POINT ROAD

To: BRIDGES 580060 & 580075

Lead Agency: FDOT

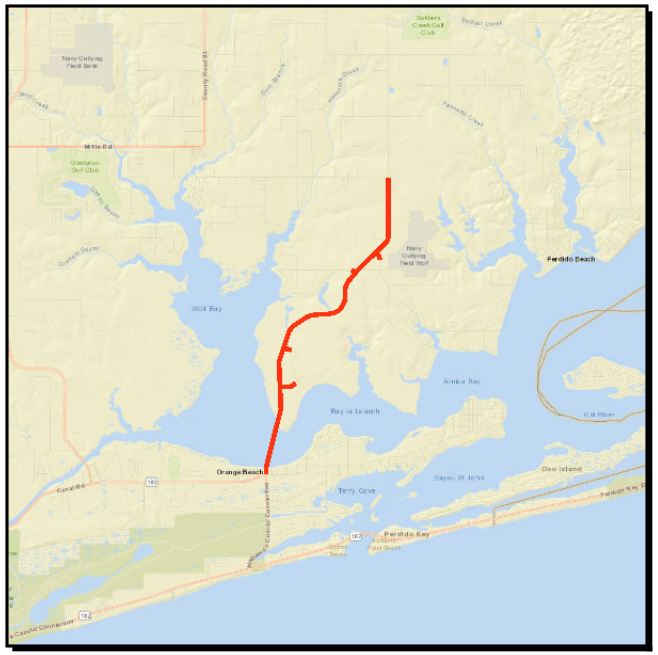
Length: .038 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	DIH	0	58,828	0	0	0	**58,828**
CST	BRRP	0	5,490,635	0	0	0	**5,490,635**
Total		**0**	**5,549,463**	**0**	**0**	**0**	**5,549,463**

Prior Cost < 2019/20: 162,553
Future Cost > 2023/24: 0
Total Project Cost: 5,712,016
Project Description: SR 8 (I-10) Bridge Repair/Rehabilitation over CR 191 (Garcon Point Road).

Local 1 **WOLF BAY BRDIGE** **Non-SIS**



Work Summary: BRIDGE CONST. OVER WATER

From: SR 180 (CANAL ROAD)

To: CR 20

Lead Agency: City of Orange Beach

Length: 6.45 MI

LRTP #: #1 in Amend. Report p. D-14

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
ROW	LF	1,000,000	0	0	0	0	**1,000,000**
CST	LF	0	64,800,000	0	0	0	**64,800,000**
Total		**1,000,000**	**64,800,000**	**0**	**0**	**0**	**65,800,000**

Prior Cost < 2019/20: 4,250,000

Future Cost > 2023/24: 0

Total Project Cost: 70,050,000

Project Description: Contruct 2-lane Wolf Bay Bridge and Connector Roads from SR 180 (Canal Road) to CR 20 in Baldwin County. Please note not all of this project is included in the TPO Planning Area, but the entire project is shown because of logical termini and the entire project is funded by the City of Orange Beach.

Section 2 - Capacity

100040566 **SR 180 (CANAL ROAD)** **Non-SIS**

Work Summary: RIGHT OF WAY - FUTURE CAPACITY

From: SR 59

To: FOLEY BEACH EXPRESS

Lead Agency: ALDOT

Length: 4.74 MI

LRTP #: #1 in Amend. Report p. D-13

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
ROW	STPAA	0	0	0	3,391,355	0	**3,391,355**
ROW	ST	0	0	0	847,838	0	**847,838**
Total		**0**	**0**	**0**	**4,239,193**	**0**	**4,239,193**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 4,239,193

Project Description: Please note the segment from SR 59 to Gulf State Park is NOT within the TPO planning area. This segment is included for the logical termini of the project. Right-of-Way acquistion for 5-laning of SR 180 (Canal Road) from SR 59 to Foley Beach Express.

100040567 **SR 180 (CANAL ROAD)** **Non-SIS**

Work Summary: RELOCATE UTILITY SYSTEMS

From: SR 59

To: FOLEY BEACH EXPRESS

Lead Agency: ALDOT

Length: 4.74 MI

LRTP #: #1 in Amend. Report p. D-13

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
UT	ST	0	0	0	0	279,429	**279,429**
UT	STPAA	0	0	0	0	1,117,719	**1,117,719**
Total		**0**	**0**	**0**	**0**	**1,397,148**	**1,397,148**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 1,397,148

Project Description: Please note the segment from SR 59 to Gulf State Park is NOT within the TPO planning area. This segment is included for the logical termini of the project. Relocation of utilities for the 5-laning of SR 180 (Canal Road) from SR 59 to Foley Beach Express.

100040568 **SR 180 (CANAL ROAD)** **Non-SIS**

Work Summary: ADD LANES & RECONSTRUCT

From: SR 59

To: FOLEY BEACH EXPRESS

Lead Agency: ALDOT

Length: 4.74 MI

LRTP #: #1 in Amend. Report p. D-13

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	BPS	0	0	0	0	3,044,485	**3,044,485**
CST	BPF	0	0	0	0	10,303,010	**10,303,010**
Total		**0**	**0**	**0**	**0**	**13,347,495**	**13,347,495**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 13,347,495

Project Description: Please note the segment from SR 59 to Gulf State Park is NOT within the TPO planning area. This segment is included for the logical termini of the project. Widening for the 5-laning of SR 180 (Canal Road) from SR 59 to Foley Beach Express.

2184291 **SR 742 BURGESS ROAD** **SIS**

Work Summary: NEW ROAD CONSTRUCTION **From:** SR 95 (US 29)

To: HILBURN ROAD

Lead Agency: FDOT **Length:** 1.912 MI

LRTP #: #7 in Amend. Report p. D-9

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
ROW	DIH	0	105,000	0	0	0	**105,000**
ROW	DDR	0	3,142,762	0	0	0	**3,142,762**
Total		**0**	**3,247,762**	**0**	**0**	**0**	**3,247,762**

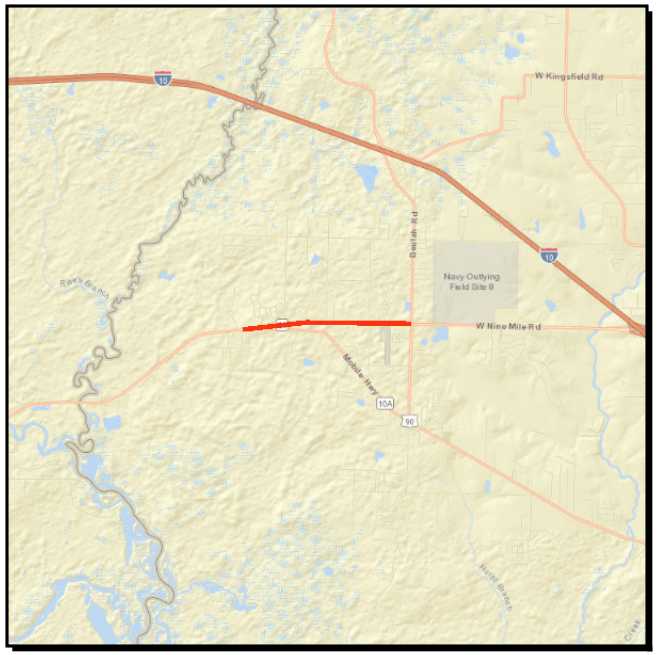
Prior Cost < 2019/20: 5,102,229

Future Cost > 2023/24: 0

Total Project Cost: 8,349,991

Project Description: TPO Non-SIS Priority #11.
Widening of SR 242 (Burgess Road) from SR 95 (US 29) to Hilburn Road to 4 lanes.

2186055 **SR 10 (US 90A) NINE MILE ROAD** **Non-SIS**



Work Summary: ADD LANES & RECONSTRUCT

From: SR 10A (US 90)

To: CR 99 BEULAH ROAD

Lead Agency: FDOT

Length: 1.785 MI

LRTP #: #6 in Amend. Report p. D-9

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
ROW	SU	211,246	400,000	0	0	0	**611,246**
ROW	ACSU	878,754	0	0	0	0	**878,754**
ROW	DIH	0	10,000	0	0	0	**10,000**
Total		**1,090,000**	**410,000**	**0**	**0**	**0**	**1,500,000**

Prior Cost < 2019/20: 2,113,135

Future Cost > 2023/24: 0

Total Project Cost: 3,613,135

Project Description: TPO Non-SIS Project Priority #10.
Widening of SR 10 (US 90A) Nine Mile Road from SR 10A (US 90) to CR 99 (Beulah Road) to 4 lanes.

2204263 **SR 30 (US 98) GULF BREEZE PKWY** **SIS**

Work Summary: ADD LANES & RECONSTRUCT

From: PORTSIDE DRIVE

To: BERGREN ROAD

Lead Agency: FDOT

Length: 5.473 MI

LRTP #: #19 in Amend. Report p. D-8

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	DDR	0	0	0	2,907,267	0	**2,907,267**
PE	SU	0	0	0	2,042,733	0	**2,042,733**
Total		**0**	**0**	**0**	**4,950,000**	**0**	**4,950,000**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 4,950,000

Project Description: TPO Non-SIS Project Priority #33 and SIS Project Priority #13.
Widening of SR 30 (US 98) Gulf Breeze Parkway from Portside Drive to Bergren Road to 6 lanes.

2204265 **SR 30 (US 98) GULF BREEZE PKWY** **SIS**

Work Summary: ADD LANES & RECONSTRUCT

From: E OF ORTEGA STREET

To: OKALOOSA CO LINE

Lead Agency: FDOT

Length: 3.435 MI

LRTP #: #19 in Amend. Report p. D-8

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	DIH	0	0	350,000	0	0	**350,000**
PE	DDR	0	0	85,310	0	0	**85,310**
PE	SU	0	0	3,414,690	0	0	**3,414,690**
Total		**0**	**0**	**3,850,000**	**0**	**0**	**3,850,000**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 3,850,000

Project Description: TPO Non-SIS Project Priority #29 and SIS Project Priority #9.
Widening of SR 30 (US 98) Gulf Breeze Parkway from E. of Ortega Street to the Okaloosa County Line to 6 lanes.

2204401 **SR 30 (US 98)** **SIS**

Work Summary: ADD LANES & RECONSTRUCT

From: BAYSHORE ROAD

To: PORTSIDE DRIVE

Lead Agency: FDOT

Length: 4.253 MI

LRTP #: #8 in Amend. Report p. D-9

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
DSB	ACNP	80,274,732	0	0	0	0	**80,274,732**
PE	ACNP	747,400	0	0	0	0	**747,400**
RRU	ACNP	8,450,000	0	0	0	0	**8,450,000**
ENV	ACNP	3,188,325	0	0	0	0	**3,188,325**
Total		**92,660,457**	**0**	**0**	**0**	**0**	**92,660,457**

Prior Cost < 2019/20: 13,802,745

Future Cost > 2023/24: 0

Total Project Cost: 106,463,202

Project Description: TPO Non-SIS Project Priority #12.
Widening of SR 30 (US 98) from Bayshore Road to Portside Drive to 6 lanes.

2224761 **SR 8 (I-10)** **SIS**

Work Summary: INTERCHANGE - ADD LANES **From:** @ SR 95 (US 29) INTERCHANGE

To:

Lead Agency: FDOT **Length:** 5.816 MI

LRTP #: #1 in Amend. Report p. D-11

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
ROW	ACNP	0	3,707,500	0	0	0	**3,707,500**
ROW	DIH	0	80,000	147,500	50,000	0	**277,500**
ROW	STED	0	148,200	0	0	0	**148,200**
ROW	DI	0	0	7,287,500	0	0	**7,287,500**
ENV	ACNP	0	0	303,946	0	0	**303,946**
ROW	BNIR	0	0	0	525,000	0	**525,000**
CST	DI	0	0	0	128,906,124	0	**128,906,124**
RRU	ACNP	0	0	0	564,500	0	**564,500**
CST	ACNP	0	0	0	1,482,991	0	**1,482,991**
Total		**0**	**3,935,700**	**7,738,946**	**131,528,615**	**0**	**143,203,261**

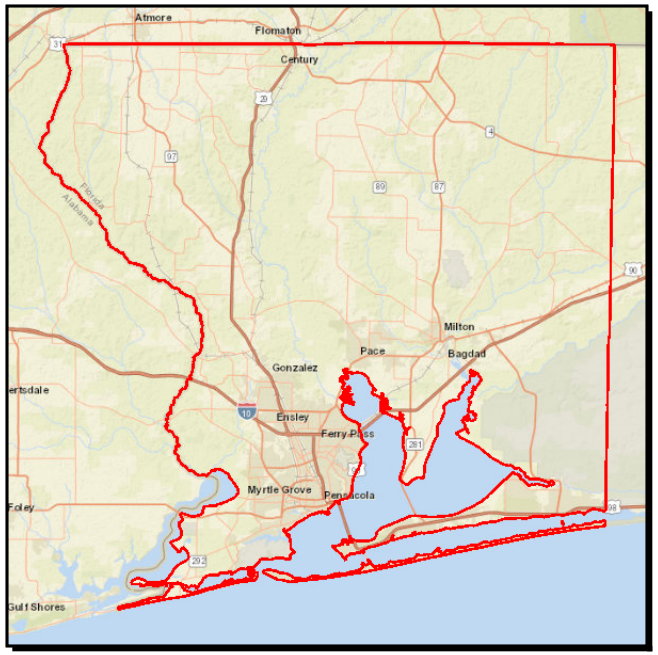
Prior Cost < 2019/20: 10,861,279

Future Cost > 2023/24: 0

Total Project Cost: 154,064,540

Project Description: TPO SIS Project Priority #1.
I-10/US 29 Interchange Major Improvement Phase II.

4125452 **ESCAMBIA/SANTA ROSA** **Non-SIS**



Work Summary: TRAFFIC SIGNALS

From: COORD. TRAFFIC SIGNAL

To: OPERATIONS

Lead Agency: City of Pensacola

LRTP #: #1 in Amend. Report p. D-9

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
OPS	DITS	160	0	0	0	0	**160**
OPS	DDR	299,840	300,000	0	400,000	400,000	**1,399,840**
Total		**300,000**	**300,000**	**0**	**400,000**	**400,000**	**1,400,000**

Prior Cost < 2019/20: 1,800,000

Future Cost > 2023/24: 0

Total Project Cost: 3,200,000

Project Description: TPO Non-SIS Project Priority #1B.
Upgrading of signal timings in Escambia and Santa Rosa counties.

4210121 **SR173 (BLUE ANGEL PARKWAY)** **SIS**

Work Summary: ADD LANES & RECONSTRUCT

From: SR292 (Sorrento Road/Gulf Beach Hwy)

To: SR30 (US98)

Lead Agency: Escambia

Length: 3.239 MI

LRTP #: #8 in Amend. Report p. D-7

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
ROW	LF	0	5,000,000	0	0	0	**5,000,000**
Total		**0**	**5,000,000**	**0**	**0**	**0**	**5,000,000**

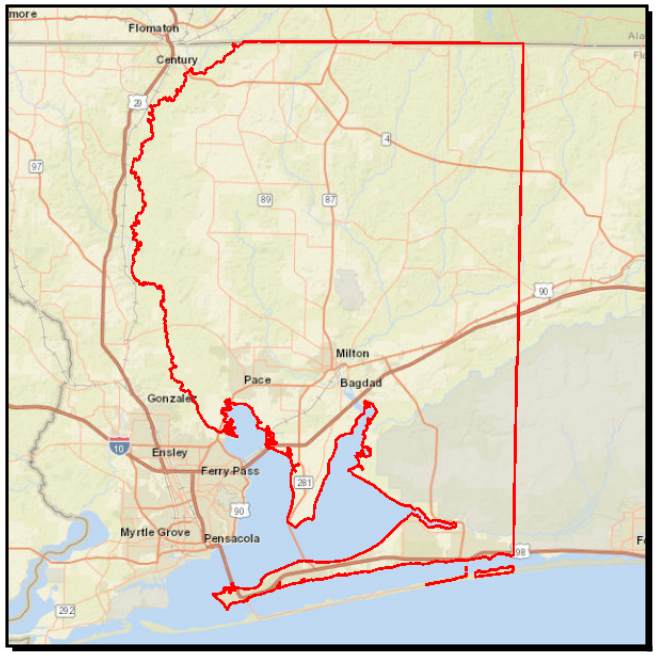
Prior Cost < 2019/20: 4,450,567

Future Cost > 2023/24: 0

Total Project Cost: 9,450,567

Project Description: TPO Non SIS Project Priority #24 and SIS Project Priority #6.
Widening of SR 173 (Blue Angel Parkway) from SR 292 (Sorrento Road/Gulf Beach Highway) to SR 30 (US 98) to 4 lanes.

4318834 **SR 10 (US 90)** **Non-SIS**



Work Summary: MISCELLANEOUS CONSTRUCTION

From: CORRIDOR MANAGEMENT

To: IMPROVEMENT PROJECTS

Lead Agency: Santa Rosa

Length: 6.503 MI

LRTP #: #3 in Amend. Report p. D-9

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	SU	807,953	0	0	0	0	**807,953**
Total		**807,953**	**0**	**0**	**0**	**0**	**807,953**

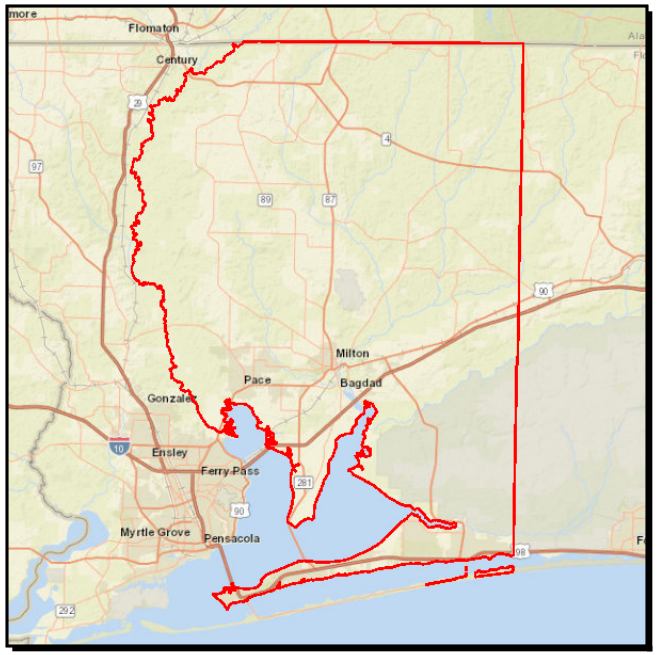
Prior Cost < 2019/20: 410,166

Future Cost > 2023/24: 0

Total Project Cost: 1,218,119

Project Description: TPO Non-SIS Project Priority #3.
Box funds for the implementation of mobility management projects on US 90 in Santa Rosa County.

4318835 **SR 30 (US 98)** **SIS**



Work Summary: MISCELLANEOUS CONSTRUCTION

From: CORRIDOR MANAGEMENT

To: IMPROVEMENT PROJECTS

Lead Agency: Santa Rosa

Length: 15.302 MI

LRTP #: #3 in Amend. Report p. D-9

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	SU	1,376,912	0	0	0	0	**1,376,912**
Total		**1,376,912**	**0**	**0**	**0**	**0**	**1,376,912**

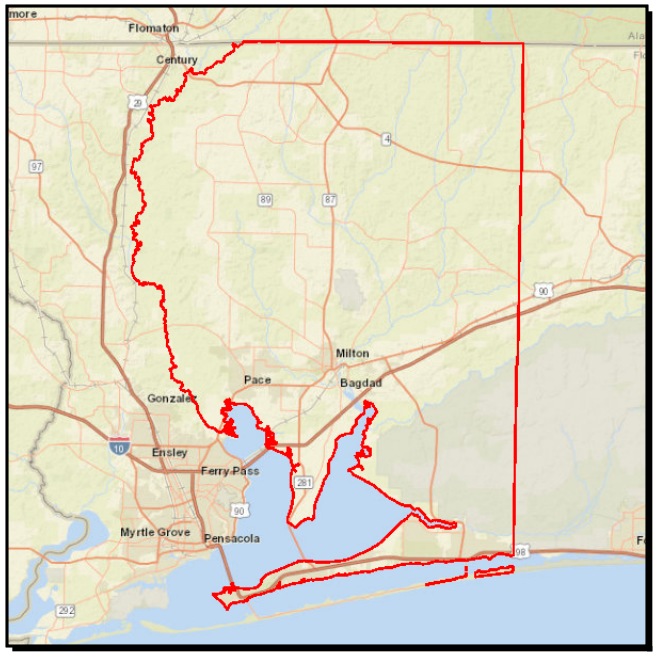
Prior Cost < 2019/20: 309,916

Future Cost > 2023/24: 0

Total Project Cost: 1,686,828

Project Description: TPO Non-SIS Project Priority #3.
Boxed funds for the Implementation of mobility management projects on US 98 in Santa Rosa County.

4318836 **SR 30 (US 98)** **SIS**



Work Summary: MISCELLANEOUS CONSTRUCTION

From: CORRIDOR MANAGEMENT

To: IMPROVEMENT PROJECTS

Lead Agency: Santa Rosa

Length: 17.273 MI

LRTP #: #3 in Amend. Report p. D-9

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	SU	0	0	0	0	2,022,070	**2,022,070**
Total		**0**	**0**	**0**	**0**	**2,022,070**	**2,022,070**

Prior Cost < 2019/20: 348,073

Future Cost > 2023/24: 0

Total Project Cost: 2,370,143

Project Description: TPO Non-SIS Project Priority #3B.
Box funds for the Implementation of mobility management projects on US 98 in Santa Rosa County.

4318837 **SR 727 FAIRFIELD DR** **Non-SIS**

Work Summary: CORRIDOR/SUBAREA PLANNING

From: SR10A (US90) MOBILE HWY

To: SR 298 LILLIAN HWY

Lead Agency: Escambia

Length: 2.941 MI

LRTP #: #3 in Amend. Report p. D-9

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	DIH	0	0	8,308	0	0	**8,308**
PE	SU	0	0	955,661	0	0	**955,661**
Total		**0**	**0**	**963,969**	**0**	**0**	**963,969**

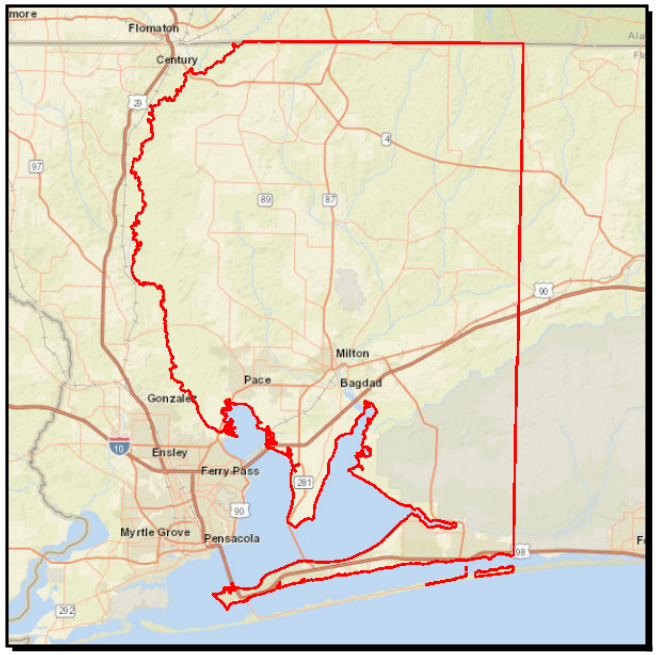
Prior Cost < 2019/20: 106

Future Cost > 2023/24: 0

Total Project Cost: 964,075

Project Description: TPO Non-SIS Project Priority #3D.
Box funds for the implementation of mobility management projects on SR 727 (Fairfield Drive) from SR 10A (US 90) Mobile Highway to SR 298 (Lillian Highway).

4371151 **SANTA ROSA COUNTY** **Non-SIS**



Work Summary: CORRIDOR/SUBAREA PLANNING

From: PLANNING STUDIES UPDATES

To:

Lead Agency: TPO

LRTP #: #2 in Amend. Report p. D-9

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PLN	SU	130,000	130,000	150,000	0	0	**410,000**
Total		**130,000**	**130,000**	**150,000**	**0**	**0**	**410,000**

Prior Cost < 2019/20: 130,000
Future Cost > 2023/24: 0
Total Project Cost: 540,000
Project Description: TPO Non-SIS Project Priority #2A-2C.
Mobility management plan looking at Operation and Safety Improvements.

4409041 **W MAIN STREET** **Non-SIS**

Work Summary: PRELIMINARY ENGINEERING

From: BARRANCAS AVENUE

To: S CLUBBS STREET

Lead Agency: Escambia

Length: .785 MI

LRTP #: #22 in Amend. Report p. D-10

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	SU	0	0	250,000	0	0	**250,000**
Total		**0**	**0**	**250,000**	**0**	**0**	**250,000**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 250,000

Project Description: TPO Non-SIS Project Priority #6A.
Design for Complete Street on West Main Street from Barrancas Avenue to S. Clubbs Street.

4409152 **SR 10 (US 90) CAROLINE ST** **Non-SIS**

Work Summary: ADD LANES & RECONSTRUCT

From: SR 87 STEWART ST

To: CR 89 WARD BASIN RD

Lead Agency: FDOT

Length: 1.584 MI

LRTP #: #12 in Amend. Report p. D-9

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	SU	0	0	0	2,750,000	0	**2,750,000**
Total		**0**	**0**	**0**	**2,750,000**	**0**	**2,750,000**

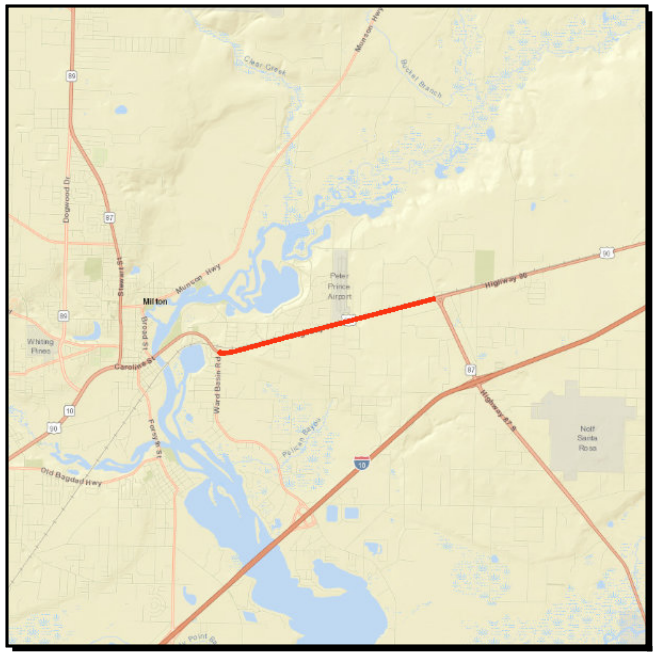
Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 2,750,000

Project Description: TPO Non-SIS Project Priority #15.
Widening of SR 10 (US 90) Caroline Street from SR 87 (Stewart Street) to CR 89 (Ward Basin Road) to 4 lanes.

4409153 **SR 10 (US 90) CAROLINE ST** **Non-SIS**



Work Summary: PRELIM ENG FOR FUTURE CAPACITY

From: CR 89 WARD BASIN RD

To: W. OF SR 87S

Lead Agency: FDOT

Length: 3.134 MI

LRTP #: #12 in Amend. Report p. D-9

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	DIH	200,000	0	0	0	0	**200,000**
PE	SU	1,500,000	0	0	0	0	**1,500,000**
Total		**1,700,000**	**0**	**0**	**0**	**0**	**1,700,000**

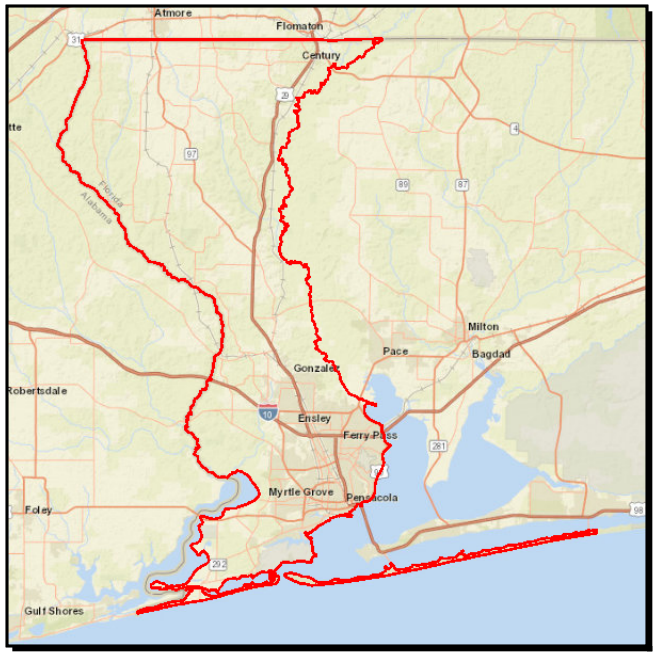
Prior Cost < 2019/20: 1,326,601

Future Cost > 2023/24: 0

Total Project Cost: 3,026,601

Project Description: TPO Non-SIS Project Priority #16.
Widening of SR 10 (US 90) Caroline Street from CR 89 Ward Basin Road to West of SR 87S to 4 lanes.

4450391 **ESCAMBIA COUNTY** **Non-SIS**



Work Summary: CORRIDOR/SUBAREA PLANNING

From: PLANNING STUDIES UPDATES

To:

Lead Agency: TPO

LRTP #: #2 in Amend Report p. D-9

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PLN	SU	0	0	0	0	150,000	**150,000**
Total		**0**	**0**	**0**	**0**	**150,000**	**150,000**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 150,000

Project Description: TPO Non-SIS Project Priority #2E.
Mobility Management Plan looking at Operation and Safety Improvements.

Section 3 - Bike/ Pedestrian

100060027 **US 98 / SR 42** **Non-SIS**

Work Summary: PAVE SHOULDERS

From: Barclay Ave

To: Alabama State Line

Lead Agency: ALDOT

Length: 1.35 MI

LRTP #: #5 in Amend. Report p. D-12

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	STPLL	0	0	0	20,000	0	**20,000**
PE	LF	0	0	0	5,000	0	**5,000**
Total		**0**	**0**	**0**	**25,000**	**0**	**25,000**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 25,000

Project Description: TPO Alabama Bicycle & Pedestrian Project Priority#4.
Pave shoulders on US 98/SR 42 from Barclay Ave. to the Alabama State Line.

100060029 **US 98 / SR 42** **Non-SIS**

Work Summary: PAVE SHOULDERS

From: Barclay Ave

To: Alabama State Line

Lead Agency: ALDOT

Length: 1.35 MI

LRTP #: #5 in Amend. Report p. D-12

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	STPLL	0	0	0	0	277,930	**277,930**
CST	LF	0	0	0	0	69,483	**69,483**
Total		**0**	**0**	**0**	**0**	**347,413**	**347,413**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 347,413

Project Description: TPO Committed Alabama Bicycle & Pedestrian Project Priority.
Pave shoulders on US 98 / SR 42 from Barclay Ave. to the Alabama State Line.

100063403 **CR 99** **Non-SIS**

Work Summary: PAVE SHOULDERS

From: CARRIER DRIVE

To: SPANISH COVE DRIVE

Lead Agency: ALDOT

Length: 2.0 MI

LRTP #: #2 in Amend. Report p. D-11

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	STPLL	40,000	0	0	0	0	**40,000**
PE	LF	10,000	0	0	0	0	**10,000**
Total		**50,000**	**0**	**0**	**0**	**0**	**50,000**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 50,000

Project Description: TPO #1 Alabama Bicycle & Pedestrian Project Priority.
Pave shoulders on CR 99 from Carrier Drive to Spanish Cove Drive.

100063404 **CR 99** **Non-SIS**

Work Summary: PAVE SHOULDERS

From: CARRIER DRIVE

To: SPANISH COVE DRIVE

Lead Agency: ALDOT

Length: 2.0 MI

LRTP #: #2 in Amend. Report p. D-12

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	STPLL	407,970	0	0	0	0	**407,970**
CST	LF	101,993	0	0	0	0	**101,993**
Total		**509,963**	**0**	**0**	**0**	**0**	**509,963**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 509,963

Project Description: TPO Alabama Bicycle & Pedestrian Project Priority #1.
Pave shoulders on CR 99 from Carrier Drive to Spanish Cove Drive.

100063634 **CR 99** **Non-SIS**

Work Summary: PAVE SHOULDERS

From: CR 91

To: CARRIER DRIVE

Lead Agency: ALDOT

Length: 2.19 MI

LRTP #: #3 in Amend. Report p. D-12

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	STPLL	0	75,000	0	0	0	**75,000**
PE	LF	0	18,750	0	0	0	**18,750**
Total		**0**	**93,750**	**0**	**0**	**0**	**93,750**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 93,750

Project Description: TPO Alabama Bicycle & Pedestrian Project Priority #2. Pave shoulders on CR 99 from CR 91 to Carrier Drive.

100063640 **CR 99** **Non-SIS**

Work Summary: PAVE SHOULDERS

From: CR 91

To: CARRIER DRIVE

Lead Agency: ALDOT

Length: 2.19 MI

LRTP #: #3 in Amend. Report p. D-12

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	STPLL	0	0	463,273	0	0	**463,273**
CST	LF	0	0	115,818	0	0	**115,818**
Total		**0**	**0**	**579,091**	**0**	**0**	**579,091**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 579,091

Project Description: TPO Alabama Bicycle/Pedestrian Project Priority #2.
Pave shoulders on CR 91 to Carrier Drive.

4389082 **SR 292 PERDIDO KEY DRIVE** **Non-SIS**

Work Summary: BIKE PATH/TRAIL

From: ALABAMA STATE LINE

To: WEST STATE PARK BOUNDARY

Lead Agency: FDOT

Length: 1.964 MI

LRTP #: #5 in Amend. Report p. D-9

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	SU	0	1,588,607	0	0	0	**1,588,607**
Total		**0**	**1,588,607**	**0**	**0**	**0**	**1,588,607**

Prior Cost < 2019/20: 718,974

Future Cost > 2023/24: 0

Total Project Cost: 2,307,581

Project Description: TPO Committed Florida Bicycle and Pedestrian Project Priority.
Sidewalks/Multi-Use Path on SR 292 (Perdido Key Drive) from Alabama State Line to West State Park Boundary.
Perdido Key Multi-Use Trail.

4437691 **SR 10A (US 90) W. CERVANTES STREET** **Non-SIS**

Work Summary: PEDESTRIAN SAFETY IMPROVEMENT

From: DOMINGUEZ STREET

To: A STREET

Lead Agency: FDOT

Length: 2.248 MI

LRTP #: #3 in Amend. Report p. D-9

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	LF	0	2,106,000	0	0	0	**2,106,000**
CST	ACSS	0	3,687,185	0	0	0	**3,687,185**
CST	DIH	0	29,004	0	0	0	**29,004**
CST	SU	0	2,521,073	0	0	0	**2,521,073**
CST	DDR	0	448,934	0	0	0	**448,934**
Total		**0**	**8,792,196**	**0**	**0**	**0**	**8,792,196**

Prior Cost < 2019/20: 825,912

Future Cost > 2023/24: 0

Total Project Cost: 9,618,108

Project Description: TPO Non-SIS Project Priority #3A.
Complete Streets Project to Improve Safety on SR 10A (US 90) West Cervantes Street from Dominguez Street to A Street.

4442221 **LANIER DR** **Non-SIS**

Work Summary: SIDEWALK

From: TONI ST

To: SR 742 CREIGHTON RD

Lead Agency: Escambia

Length: .376 MI

LRTP #: Final Report p. 8-25

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	SR2T	0	0	0	44,431	0	**44,431**
Total		**0**	**0**	**0**	**44,431**	**0**	**44,431**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 44,431

Project Description: Safe Routes to School Project.
Sidewalk on Lanier Drive from Toni Street to SR 742 (Creighton Road).

4442222 **LANIER DR** **Non-SIS**

Work Summary: SIDEWALK

From: TONI ST

To: SR 742 CREIGHTON RD

Lead Agency: Escambia

Length: .376 MI

LRTP #: Final Report p. 8-25

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	SR2T	0	0	0	0	156,855	**156,855**
Total		**0**	**0**	**0**	**0**	**156,855**	**156,855**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 156,855

Project Description: Safe Routes to School Project.
Sidewalks on Lanier Drive from Toni Street to SR 742 (Creighton Road).

Section 4 - Transportation Alternatives

4335772 **CR 296 SAUFLEY FIELD** **Non-SIS**

Work Summary: SIDEWALK

From: NAS ENTRANCE

To: W OF SR 10A (US 90) MOBILE HIGHWAY

Lead Agency: FDOT

Length: 2.143 MI

LRTP #: Final Report p. 8-25

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	TALT	0	0	1,225,165	0	0	**1,225,165**
CST	TALU	0	0	126,512	0	0	**126,512**
Total		**0**	**0**	**1,351,677**	**0**	**0**	**1,351,677**

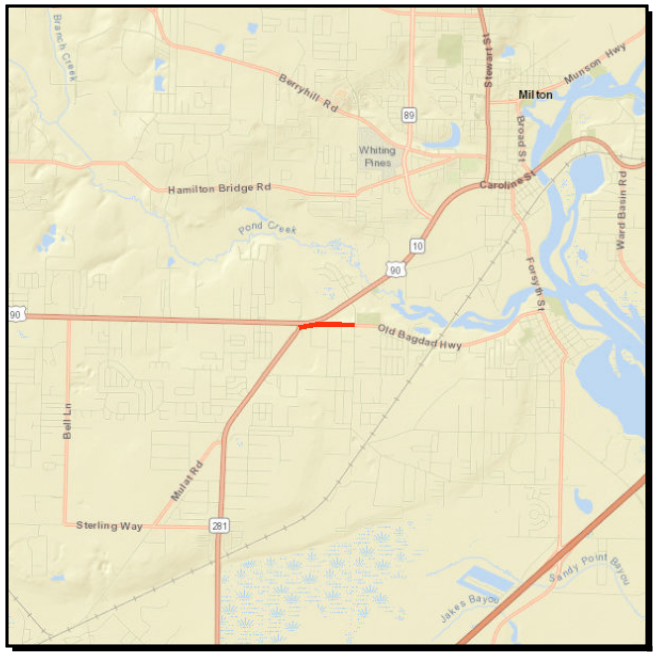
Prior Cost < 2019/20: 313,406

Future Cost > 2023/24: 0

Total Project Cost: 1,665,083

Project Description: TPO Florida Transportation Alternatives Project Priority #2.
Sidewalks on CR 296 (Saufley Field Road) from Naval Air Station Entrance to West of SR 10A (US 90) Mobile Highway.

4381142 **CR 191A OLD BAGDAD HWY** **Non-SIS**



Work Summary: SIDEWALK

From: SR 281 AVALON BLVD

To: PARKMORE PLAZA DR

Lead Agency: Santa Rosa

Length: .906 MI

LRTP #: Final Report p. 8-25

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	TALU	0	0	282,127	0	0	**282,127**
Total		**0**	**0**	**282,127**	**0**	**0**	**282,127**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 282,127

Project Description: TPO Florida Transportation Alternatives Project Priority #1.
Sidewalk on north side of CR 191A (Old Bagdad Highway) from Avalon Boulevard to Parkmore Plaza Drive.

4407411 **CR 399 (EAST BAYOU BOULEVARD)** **Non-SIS**

Work Summary: PEDESTRIAN/WILDLIFE OVERPASS

From: OVER TOM KING BAYOU

To: PEDESTRIAN BRIDGE

Lead Agency: Santa Rosa

Length: 0.172 MI

LRTP #: Final Report p. 8-25

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	TALT	0	171,298	0	0	0	**171,298**
CST	LF	0	500,000	0	0	0	**500,000**
CST	TALU	0	411,157	0	0	0	**411,157**
Total		**0**	**1,082,455**	**0**	**0**	**0**	**1,082,455**

Prior Cost < 2019/20: 187,501

Future Cost > 2023/24: 0

Total Project Cost: 1,269,956

Project Description: TPO Committed Florida Transportation Alternatives Project Priority.
Construction of a Pedestrian Bridge Crossing on County Road 399 (East Bay Boulevard) over Tom King Bayou.
FY 17 Transportation Alternative Project; LAP with Santa Rosa County: 12' x 450' Pedestrian Bridge and 8' sidewalk. connections on both sides of bridge to existing sidewalk.

4422591 **CR 191 HENRY ST** **Non-SIS**

Work Summary: SIDEWALK

From: CR 191A OLD BAGDAD HWY/MAIN ST

To: CANAL ST

Lead Agency: Santa Rosa

Length: 1.029 MI

LRTP #: Final Report p. 8-25

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	TALU	0	0	0	272,184	0	**272,184**
Total		**0**	**0**	**0**	**272,184**	**0**	**272,184**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 272,184

Project Description: TPO Transportation Alternatives Project Priority.
Sidewalks on CR 191 Henry Street from CR 191A (Old Bagdad Highway/Main Street South) to Canal Street.

4424381 **SHORELINE DR/FAIRPOINT DR** **Non-SIS**

Work Summary: BIKE PATH/TRAIL

From: W OF DANIEL DR

To: SR 30 (US 98)

Lead Agency: City of Gulf Breeze

Length: 4.178 MI

LRTP #: Final Report p. 8-25

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	TALT	0	174,900	0	0	0	**174,900**
Total		**0**	**174,900**	**0**	**0**	**0**	**174,900**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 174,900

Project Description: TPO Transportation Alternatives Project Priority.
Bike Path/Trail on Shoreline Drive/Fairpoint Drive from West of Daniel Drive to SR 30 (US 98).

Section 5 - TSM

4399641 **SR 292 SORRENTO** **Non-SIS**

Work Summary: INTERSECTION IMPROVEMENT

From: @ CR 292A INNERARITY POINT

To: INTERSECTION

Lead Agency: FDOT

Length: .313 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
ROW	DIH	8,000	0	0	0	0	**8,000**
ROW	DDR	120,000	0	0	0	0	**120,000**
CST	DIH	0	17,308	0	0	0	**17,308**
CST	DDR	0	1,821,432	0	0	0	**1,821,432**
Total		**128,000**	**1,838,740**	**0**	**0**	**0**	**1,966,740**

Prior Cost < 2019/20: 987,896

Future Cost > 2023/24: 0

Total Project Cost: 2,954,636

Project Description: TPO Committed TSM Project Priority.
Construct Southbound Left Turn Lane, Construct East Bound Right Turn Lane, and Extend Westbound Left Turn Lane.

4406581 **SR 292 GULF BEACH HIGHWAY** **Non-SIS**

Work Summary: INTERSECTION IMPROVEMENT

From: @ SUNSET AVE AND @PATTON DR

To: INTERSECTION

Lead Agency: FDOT

Length: .258 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	LF	312,000	0	0	0	0	**312,000**
CST	CIGP	312,000	0	0	0	0	**312,000**
Total		**624,000**	**0**	**0**	**0**	**0**	**624,000**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 624,000

Project Description: TPO Committed TSM Project Priority.
Signalize Patton Drive and Sunset Avenue. Access Management to intersection turn lanes. Widen road to facilitate turn lane improvements.

4417381 **SR 10 (US 90A) E NINE MILE RD** **Non-SIS**

Work Summary: SAFETY PROJECT

From: N PALAFOX ST

To: CHEMSTRAND RD

Lead Agency: FDOT

Length: .674 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	ACSS	700,695	0	0	0	0	**700,695**
Total		**700,695**	**0**	**0**	**0**	**0**	**700,695**

Prior Cost < 2019/20: 293,316

Future Cost > 2023/24: 0

Total Project Cost: 994,011

Project Description: TPO Committed TSM Project Priority.
Upgrade Traffic Signals, Modify Medians, Remove Acceleration Tapers, and left turn lanes at Unsignalized Intersections.

4418821 **SR 292 SORRENTO RD** **Non-SIS**

Work Summary: INTERSECTION IMPROVEMENT

From: @ CR 293 BAUER RD

To: INTERSECTION

Lead Agency: FDOT

Length: .158 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
ROW	DIH	0	15,000	0	0	0	**15,000**
ROW	DDR	0	96,400	0	0	0	**96,400**
CST	DIH	0	0	12,352	0	0	**12,352**
CST	DDR	0	0	1,299,824	0	0	**1,299,824**
Total		**0**	**111,400**	**1,312,176**	**0**	**0**	**1,423,576**

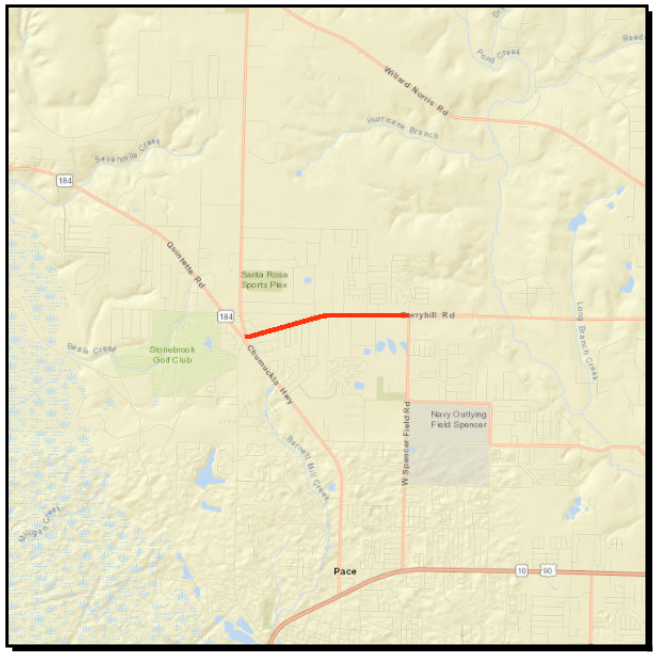
Prior Cost < 2019/20: 414,812

Future Cost > 2023/24: 0

Total Project Cost: 1,838,388

Project Description: TPO TSM Project Priority #1.
Construct East Bound Right Turn Lane, Construct North Bound Right Turn Lane, Extend West Bound Left Turn Lane, Extend West Bound Right Turn Lane, and Reconfigure Signal Hardware.

4440161 **CR 184A BERRYHILL RD** **Non-SIS**



Work Summary: SAFETY PROJECT

From: CHUMUCKLA HWY

To: W SPENCER FIELD RD

Lead Agency: FDOT

Length: 1.983 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	ACSS	0	0	252,356	0	0	**252,356**
CST	ACSS	0	0	0	0	890,894	**890,894**
Total		**0**	**0**	**252,356**	**0**	**890,894**	**1,143,250**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 1,143,250

Project Description: CR 184A (Berryhill Road) Safety Project from Chumuckla Highway to W. Spencer Field.
Widen shoulder 5' paved and 3' unpaved, Install new street name signs, and retroreflective sign strips. Proposed LAP project with Santa Rosa County.

4440181 **SR298 LILLIAN HWY** **SIS**

Work Summary: SAFETY PROJECT

From: AT SR 173 BLUE ANGEL PARKWAY

To:

Lead Agency: FDOT

Length: .070 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	ACSS	0	0	227,489	0	0	**227,489**
CST	ACSS	0	0	0	0	899,742	**899,742**
Total		**0**	**0**	**227,489**	**0**	**899,742**	**1,127,231**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 1,127,231

Project Description: SR298 (Lillian Highway) Safety Project at SR 173 (Blue Angel Parkway).
Upgrade traffic signal to mast arm, Extend southbound right turn lane on SR 173, Remove acceleration tapers on SR 173, and add intersection lighting. Lighting constructed via Joint Participation Agreement with Gulf Power.

4440191 **SR 30 (US 98) NAVARRE PKWY** **SIS**

Work Summary: TRAFFIC SIGNAL UPDATE

From: AT SUNRISE DR

To:

Lead Agency: FDOT

Length: .020 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	ACSS	0	0	128,804	0	0	**128,804**
CST	ACSS	0	0	0	0	520,196	**520,196**
Total		**0**	**0**	**128,804**	**0**	**520,196**	**649,000**

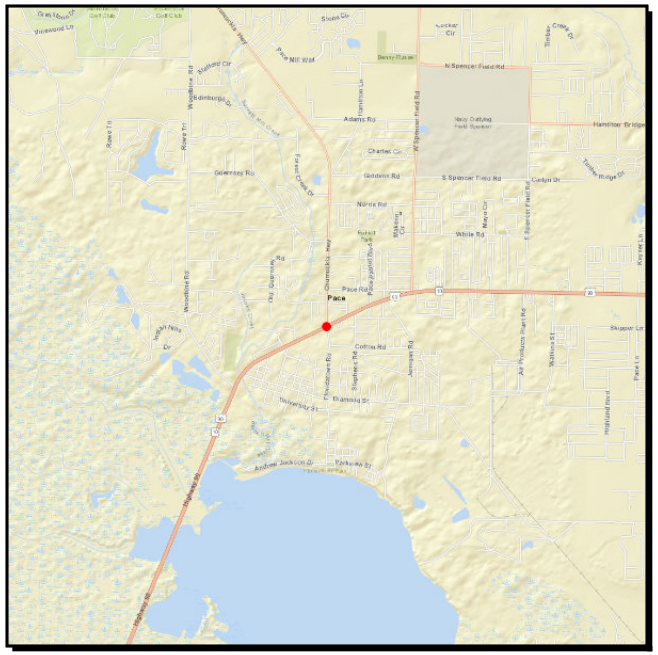
Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 649,000

Project Description: SR 30 (US 98) Navarre Parkway Traffic Signal Update at Sunrise Drive.
Upgrade span wire signal to mast arm, install reflective back plate, and provide left turn phases.

4440261 **SR 10 (US 90)** **Non-SIS**



Work Summary: SAFETY PROJECT

From: AT CR 197 CHUMLUCKLA HWY

To:

Lead Agency: FDOT

Length: .045 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	ACSS	0	0	193,637	0	0	**193,637**
CST	ACSS	0	0	0	0	763,029	**763,029**
Total		**0**	**0**	**193,637**	**0**	**763,029**	**956,666**

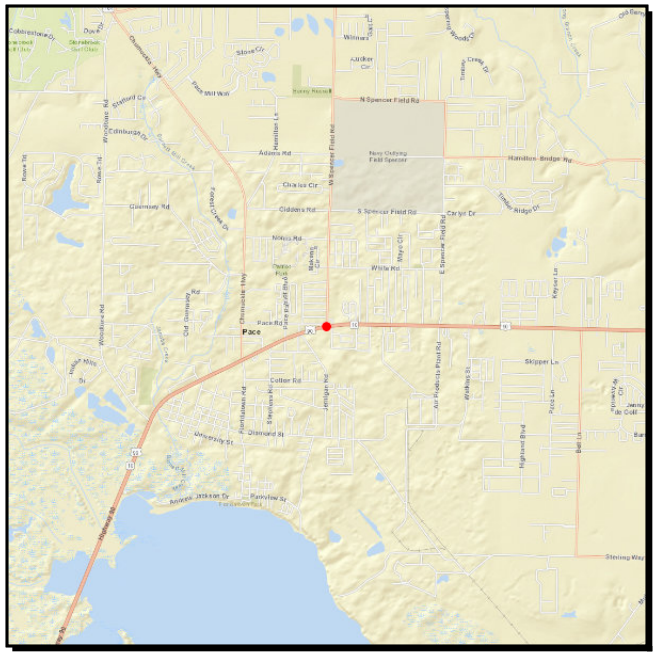
Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 956,666

Project Description: SR 10 (US 90) Safety Project at CR 197 (Chumuckla Highway).
Modify/upgrade traffic signal and driveway access at northeast quad. Intersection lighting via Joint Participation Agreement with Gulf Power.

4440271 **SR 10 (US 90)** **Non-SIS**



Work Summary: SAFETY PROJECT

From: AT E SPENCER FIELD RD

To:

Lead Agency: FDOT

Length: .022 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	ACSS	0	0	148,870	0	0	**148,870**
CST	ACSS	0	0	0	0	601,232	**601,232**
Total		**0**	**0**	**148,870**	**0**	**601,232**	**750,102**

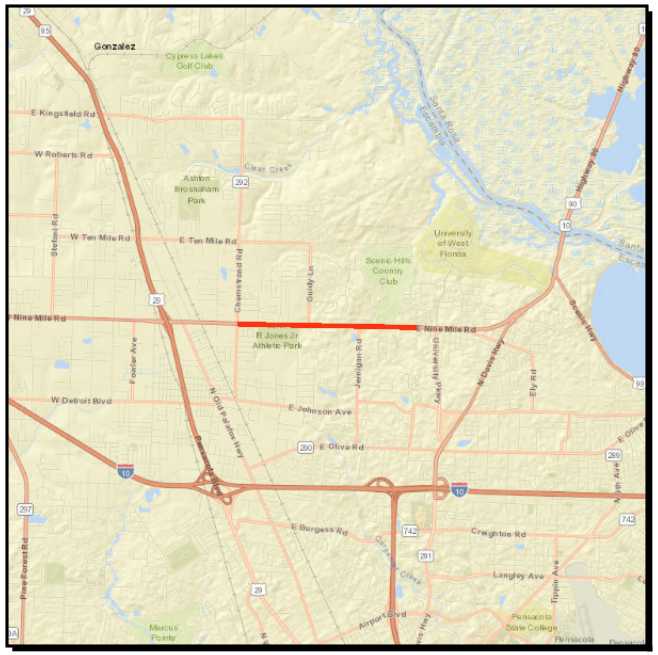
Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 750,102

Project Description: SR 10 (US 90) Safety Project at East Spencer Field Road.
Upgrade traffic signal to mast arm, reconstruct 6' sidewalk ramp and drainage structure at northeast corner.

4440391 **SR 10 (US 90A) E 9 MILE RD** **Non-SIS**



Work Summary: SAFETY PROJECT

From: CR 749 CHEMSTRAND RD

To: BALDRIDGE DR

Lead Agency: FDOT

Length: 2.211 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	ACSS	1,435,673	0	0	0	0	**1,435,673**
CST	ACSS	0	0	5,387,754	0	0	**5,387,754**
Total		**1,435,673**	**0**	**5,387,754**	**0**	**0**	**6,823,427**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 6,823,427

Project Description: SR 10 (US 90A) (East Nine Mile Road) Safety Project from CR 749 (Chemstrand Road) to Baldridge Drive.
Upgrade traffic signals, remove acceleration lanes, provide offset left turn lanes, and intersection lighting. Lighting constructed via Joint Participation Agreement with Gulf Power.

4440411 **SR 30 (US 98) GULF BREEZE PKWY** **SIS**

Work Summary: SAFETY PROJECT

From: AT COLLEGE PKWY

To:

Lead Agency: FDOT

Length: .110 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	ACSS	0	95,809	0	0	0	**95,809**
CST	ACSS	0	0	0	375,777	0	**375,777**
Total		**0**	**95,809**	**0**	**375,777**	**0**	**471,586**

Prior Cost < 2019/20: 0
Future Cost > 2023/24: 0
Total Project Cost: 471,586
Project Description: SR 30 (US 98) Gulf Breeze Parkway Safety Project at College Parkway.

4440451 **SR 8 (I-10)** **SIS**

Work Summary: SAFETY PROJECT

From: E END OF ESCAMBIA BAY BRIDGE

To: OKALOOSA COUNTY LINE

Lead Agency: FDOT

Length: 23.098 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	ACSS	910,404	0	0	0	0	**910,404**
CST	ACSS	0	0	0	3,570,756	0	**3,570,756**
Total		**910,404**	**0**	**0**	**3,570,756**	**0**	**4,481,160**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 4,481,160

Project Description: SR 8 (I-10) Safety Project from East End of Escambia Bay Bridge to Okaloosa County Line. Clear right of way of trees within expanded clear zone of 46'.

4440461 **SR 8 (I-10)** **SIS**

Work Summary: SAFETY PROJECT

From: AT SR 8A (I-110) INTERCHANGE

To:

Lead Agency: FDOT

Length: 4.030 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	ACSS	698,637	0	0	0	0	**698,637**
CST	ACSS	0	0	2,666,179	0	0	**2,666,179**
Total		**698,637**	**0**	**2,666,179**	**0**	**0**	**3,364,816**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 3,364,816

Project Description: SR 8 (I-10) Safety Project at SR 8A (I-110) Interchange.
Add guardrail along outside of ramp onto (I-10) west bound, add high friction surface treatment on all ramps, add audible edge lines along west bound off/on ramps at (I-10), add advisory speed sign at west bound on ramp at (I-10), add reflectors on guard rail and barrier wall.

4440991 **SR 10 (US 90) MOBILE HWY** **Non-SIS**

Work Summary: INTERSECTION IMPROVEMENT

From: @ KLONDIKE ROAD

To:

Lead Agency: FDOT

Length: .200 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
ROW	DIH	0	3,750	11,250	0	0	**15,000**
ROW	DDR	0	38,750	116,250	0	0	**155,000**
CST	DIH	0	0	12,037	0	0	**12,037**
CST	DDR	0	0	1,266,690	0	0	**1,266,690**
Total		**0**	**42,500**	**1,406,227**	**0**	**0**	**1,448,727**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 1,448,727

Project Description: TPO TSM Project Priority #4.
Add traffic signal at intersection and right turn lanes in all quads.

Section 6 - Miscellaneous

0001542 **CR 399 BOB SIKES BRIDGE** **Non-SIS**

Work Summary: TOLL PLAZA

From: INSURANCE

To:

Lead Agency: FDOT

Length: .753 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
OPS	D	40,000	40,000	40,000	40,000	40,000	**200,000**
Total		**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**200,000**

Prior Cost < 2019/20: 72,743
Future Cost > 2023/24: 0
Total Project Cost: 272,743
Project Description: CR 399 (Pensacola Beach Boulevard) Bob Sikes Bridge. FDOT to pay insurance on the bridge and Escambia County reimburses.

2185942 **SR 95 (US 29)** **SIS**

Work Summary: SAFETY PROJECT

From: NORTH OF SR 4

To: ALABAMA STATE LINE

Lead Agency: FDOT

Length: .937 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
ROW	ACNP	0	3,260,000	200,000	0	0	**3,460,000**
ROW	BNIR	0	0	540,000	0	0	**540,000**
CST	ACNP	0	0	0	6,044,600	0	**6,044,600**
Total		**0**	**3,260,000**	**740,000**	**6,044,600**	**0**	**10,044,600**

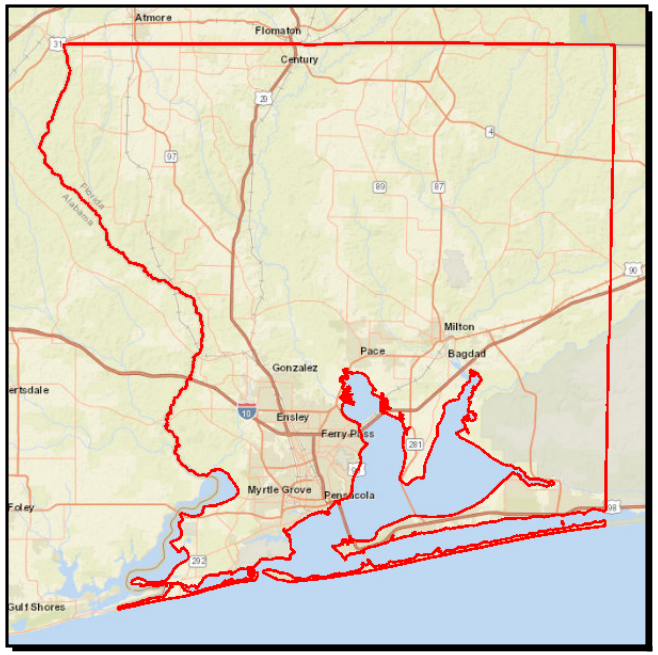
Prior Cost < 2019/20: 792,427

Future Cost > 2023/24: 0

Total Project Cost: 10,837,027

Project Description: This project is NOT within the TPO planning area. Project is included for Rural Work Program reference.
SR 95 (US 29) Safety Project from North of SR 4 to the Alabama State Line.

2186931 **ESCAMBIA/SANTA ROSA** **Non-SIS**



Work Summary: FUNDING ACTION

From: URBAN FUNDING BOX

To: CONTINGENCY

Lead Agency: FDOT

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	SU	0	149,187	0	0	2,600,478	**2,749,665**
Total		**0**	**149,187**	**0**	**0**	**2,600,478**	**2,749,665**

Prior Cost < 2019/20: 321,332
Future Cost > 2023/24: 0
Total Project Cost: 3,070,997
Project Description: Fund Box for Escambia/Santa Rosa Counties.

4050151 **TOLL OPERATIONS** **Non-SIS**

Work Summary: TOLL COLLECTION

From: SR 281 GARCON POINT BRIDGE

To: @EAST BAY BRIDGE NO. 580174

Lead Agency: FDOT

Length: 3.496 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
OPS	TOBC	1,522,000	1,522,000	1,522,000	1,522,000	1,522,000	**7,610,000**
Total		**1,522,000**	**1,522,000**	**1,522,000**	**1,522,000**	**1,522,000**	**7,610,000**

Prior Cost < 2019/20: 18,582,736
Future Cost > 2023/24: 0
Total Project Cost: 26,192,736
Project Description: Garcon Point toll collection operations.

4153657 **SR 281** **Non-SIS**

Work Summary: TOLL PLAZA

From: GARCON POINT BRIDGE

To: BRIDGE NO. 580174

Lead Agency: FDOT

Length: 3.496 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	DSBC	40,000	40,000	40,000	40,000	40,000	**200,000**
Total		**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**200,000**

Prior Cost < 2019/20: 1,155,980
Future Cost > 2023/24: 0
Total Project Cost: 1,355,980
Project Description: Garcon Point toll plaza operations.

4168131 **SR 281 GARCON POINT TOLL** **SIS**

Work Summary: TOLL PLAZA

From: TOLL MAINTENANCE

To: @East Bay Bridge #580174

Lead Agency: FDOT

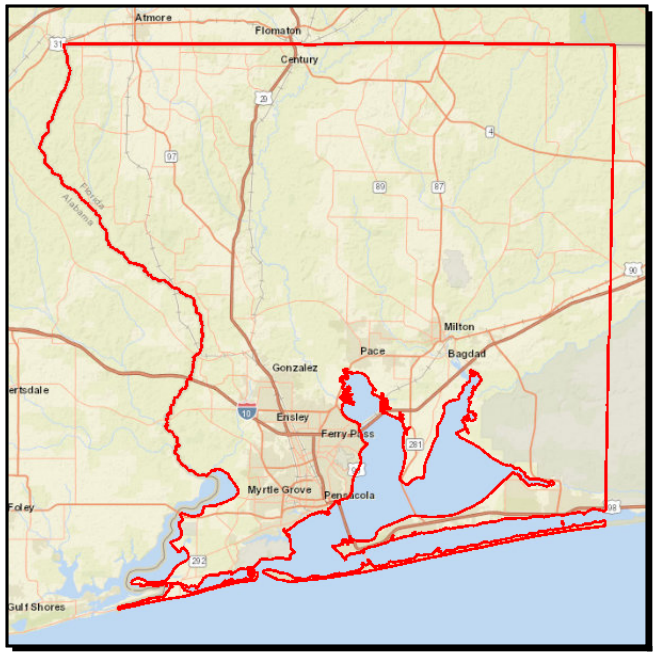
Length: 5.528 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
MNT	TMBC	43,143	43,143	43,143	43,143	43,143	**215,715**
Total		**43,143**	**43,143**	**43,143**	**43,143**	**43,143**	**215,715**

Prior Cost < 2019/20: 1,220,197
Future Cost > 2023/24: 215,715
Total Project Cost: 1,651,627
Project Description: Garcon Point toll maintenance.

4254949 **MILTON OPERATIONS CENTER** **Non-SIS**



Work Summary: FIXED CAPITAL OUTLAY **From:**

To:

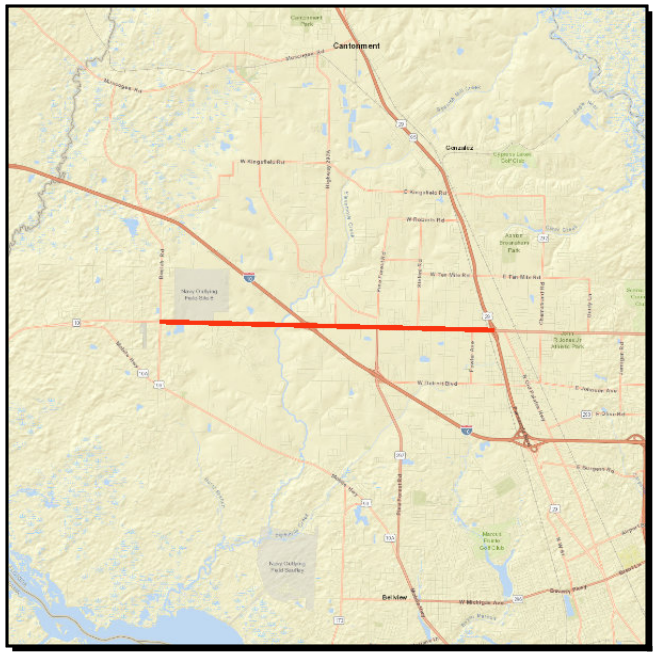
Lead Agency: FDOT

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	FCO	81,000	0	0	0	0	**81,000**
Total		**81,000**	**0**	**0**	**0**	**0**	**81,000**

Prior Cost < 2019/20: 0
Future Cost > 2023/24: 0
Total Project Cost: 81,000
Project Description: Fixed Capital outlay for the Milton Operations Center.

4360882 **SR 10 (US 90A) NINE MILE ROAD** **Non-SIS**



Work Summary: LANDSCAPING

From: CR 99 BEULAH RD

To: SR 95 (US 29)

Lead Agency: FDOT

Length: 6.042 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	DIH	0	16,563	0	0	0	**16,563**
CST	DDR	0	1,743,020	0	0	0	**1,743,020**
Total		**0**	**1,759,583**	**0**	**0**	**0**	**1,759,583**

Prior Cost < 2019/20: 0
Future Cost > 2023/24: 0
Total Project Cost: 1,759,583
Project Description: Funding for landscaping of SR 10 (US 90A) Nine Mile Road from CR 99 (Beulah Road) to SR 95 (US 29).

4367391 **ESCAMBIA COUNTY** **Non-SIS**

Work Summary: TRAFFIC SIGNALS

From: MAINT & COMPENSATION

To: FOR TRAFFIC SIGNALS ON STATE ROADWAYS

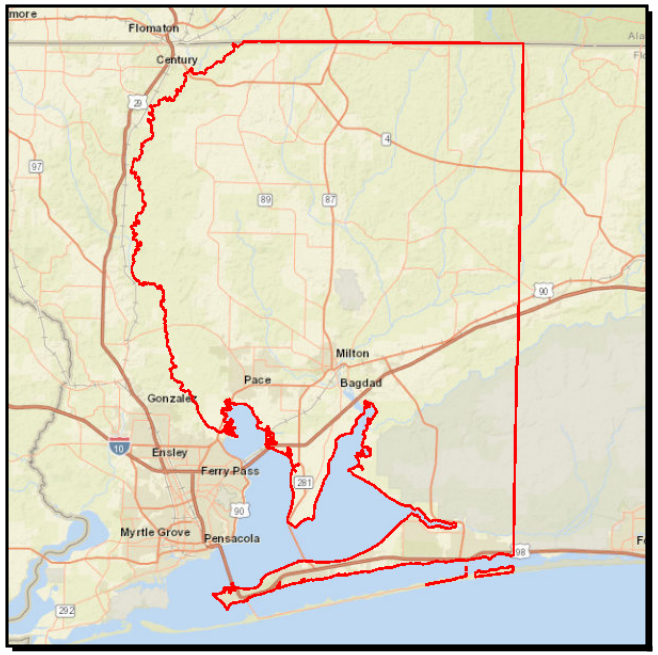
Lead Agency: Escambia

LRTP #: #1 in Amend. Report p. D-9

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
OPS	DITS	291,910	822,422	847,095	413,465	423,063	**2,797,955**
OPS	DDR	881,531	386,222	397,808	868,786	890,586	**3,424,933**
Total		**1,173,441**	**1,208,644**	**1,244,903**	**1,282,251**	**1,313,649**	**6,222,888**

Prior Cost < 2019/20: 3,621,488
Future Cost > 2023/24: 0
Total Project Cost: 9,844,376
Project Description: Maintenance and compensation for traffic signals on the state system.

4367501 **SANTA ROSA COUNTY** **Non-SIS**



Work Summary: TRAFFIC SIGNALS

From: MAINT & COMPENSATION

To: FOR TRAFFIC SIGNALS ON STATE ROADWAYS

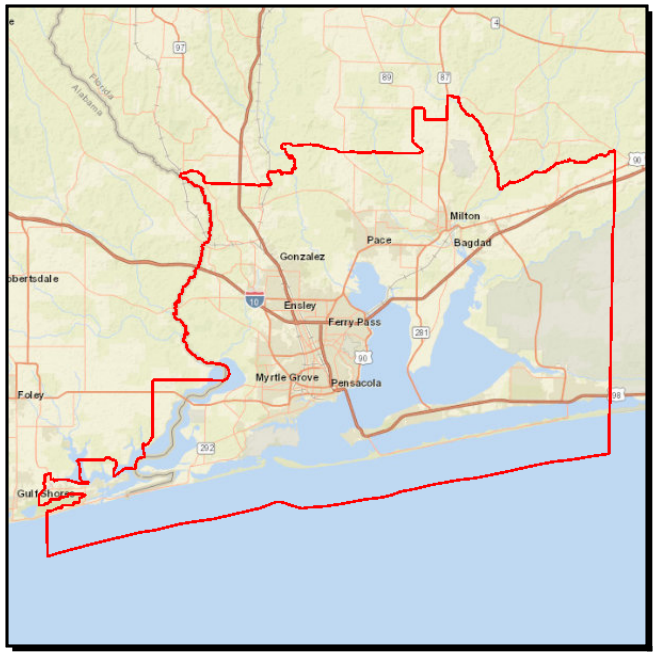
Lead Agency: Santa Rosa

LRTP #: #1 in Amend. Report p. D-9

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
OPS	DDR	241,690	255,522	263,188	138,490	141,966	**1,040,856**
OPS	DITS	0	0	0	132,594	136,017	**268,611**
Total		**241,690**	**255,522**	**263,188**	**271,084**	**277,983**	**1,309,467**

Prior Cost < 2019/20: 859,934
Future Cost > 2023/24: 0
Total Project Cost: 2,169,401
Project Description: Maintenance and compensation for traffic signals on the state system.

4393212 **FLORIDA-ALABAMA TPO** **Non-SIS**



Work Summary: TRANSPORTATION PLANNING

From: FY 19-20 UPWP

To:

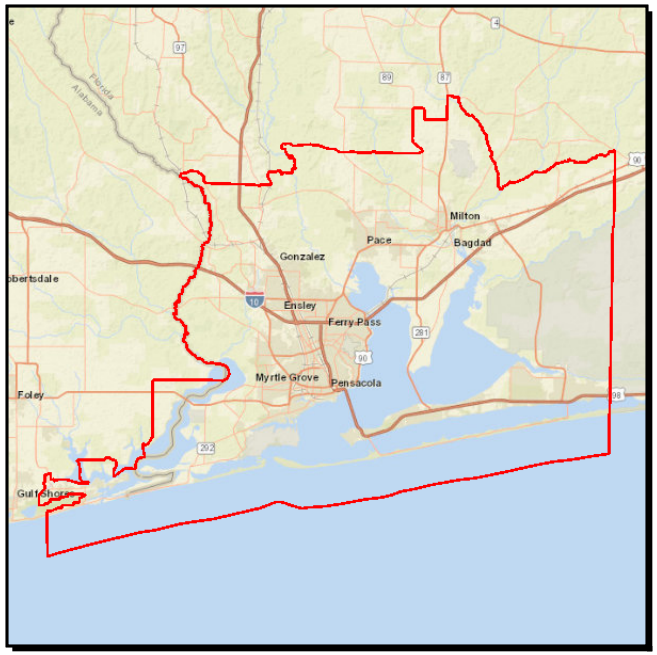
Lead Agency: TPO

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PLN	ACSA	375,000	0	0	0	0	**375,000**
PLN	SU	181,000	0	0	0	0	**181,000**
PLN	ACSU	367,382	0	0	0	0	**367,382**
PLN	PL	641,854	0	0	0	0	**641,854**
Total		**1,565,236**	**0**	**0**	**0**	**0**	**1,565,236**

Prior Cost < 2019/20: 2,004,132
Future Cost > 2023/24: 0
Total Project Cost: 3,569,368
Project Description: Funding for the FY 19-20 UPWP for the Florida-Alabama TPO.

4393213 **FLORIDA-ALABAMA TPO** **Non-SIS**



Work Summary: TRANSPORTATION PLANNING

From: FY 21-22 UPWP

To:

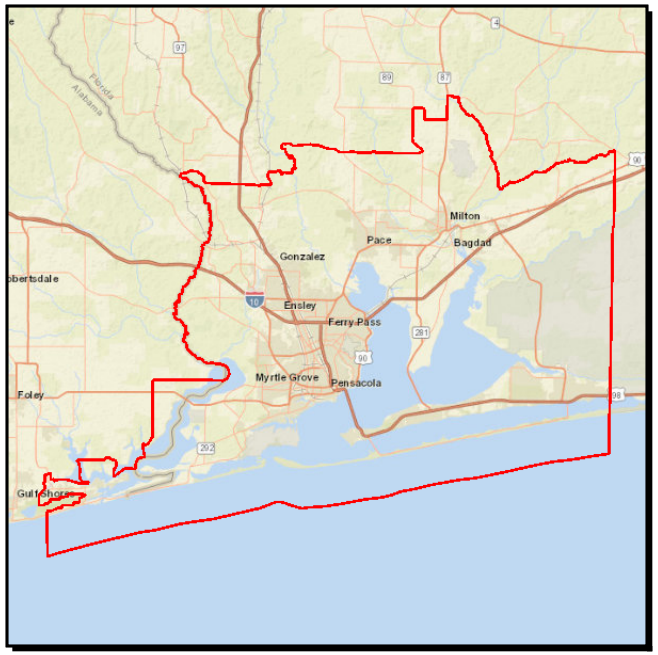
Lead Agency: TPO

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PLN	PL	0	645,640	645,640	0	0	**1,291,280**
Total		**0**	**645,640**	**645,640**	**0**	**0**	**1,291,280**

Prior Cost < 2019/20: 0
Future Cost > 2023/24: 0
Total Project Cost: 1,291,280
Project Description: Funding for the FY 21-22 UPWP for Florida-Alabama TPO.

4393214 **FLORIDA-ALABAMA TPO** **Non-SIS**



Work Summary: TRANSPORTATION PLANNING

From: FY 23 UPWP

To:

Lead Agency: TPO

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PLN	PL	0	0	0	645,640	0	**645,640**
Total		**0**	**0**	**0**	**645,640**	**0**	**645,640**

Prior Cost < 2019/20: 0
Future Cost > 2023/24: 0
Total Project Cost: 645,640
Project Description: Funding for the FY 23 UPWP for Florida-Alabama TPO.

4417251 **SR 10A (US 90) MOBILE HWY** **Non-SIS**

Work Summary: SAFETY PROJECT

From: MASSACHUSETTS AVE

To: GREEN ST

Lead Agency: FDOT

Length: 2.319 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	ACLD	927,327	0	0	0	0	**927,327**
Total		**927,327**	**0**	**0**	**0**	**0**	**927,327**

Prior Cost < 2019/20: 452,203

Future Cost > 2023/24: 0

Total Project Cost: 1,379,530

Project Description: SR 10A (US 90) Mobile Highway Safety Project from Massachusetts Avenue to Green Street.
Lighting through Gulf Power under 4417252.
Remove right turn bypass lanes and install right turn lanes, signal work, cross walk addition, extend raised median to southwest, and mill and resurface for restriping.

4417252 **SR 10A (US 90) MOBILE HWY** **Non-SIS**

Work Summary: LIGHTING

From: MASSACHUSETTS AVE

To: GREEN ST

Lead Agency: FDOT

Length: 2.319 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	ACLD	371,152	0	0	0	0	**371,152**
Total		**371,152**	**0**	**0**	**0**	**0**	**371,152**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 371,152

Project Description: Funding for lighting on SR 10A (US 90) Mobile Highway from Massachusetts Avenue to Green Street.

4417371 **SR 296 MICHIGAN AVENUE** **Non-SIS**

Work Summary: SAFETY PROJECT

From: SR 10A US 90 MOBILE HWY

To: ESPERANTO DRIVE

Lead Agency: FDOT

Length: .908 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	ACLD	1,018,167	0	0	0	0	**1,018,167**
Total		**1,018,167**	**0**	**0**	**0**	**0**	**1,018,167**

Prior Cost < 2019/20: 256,223

Future Cost > 2023/24: 0

Total Project Cost: 1,274,390

Project Description: SR 296 (Michigan Avenue) Safety Project from SR 10A (US 90) Mobile Highway to Esperanto Drive.
Lighting through Gulf Power under 4117372.
Upgrade signals at intersections of US 90 and Memphis Avenue.

4417372 **SR 296 MICHIGAN AVENUE** **Non-SIS**

Work Summary: LIGHTING

From: SR 10A (US 90) MOBILE HWY

To: ESPERANTO DR

Lead Agency: FDOT

Length: .908 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	ACLD	771,111	0	0	0	0	**771,111**
Total		**771,111**	**0**	**0**	**0**	**0**	**771,111**

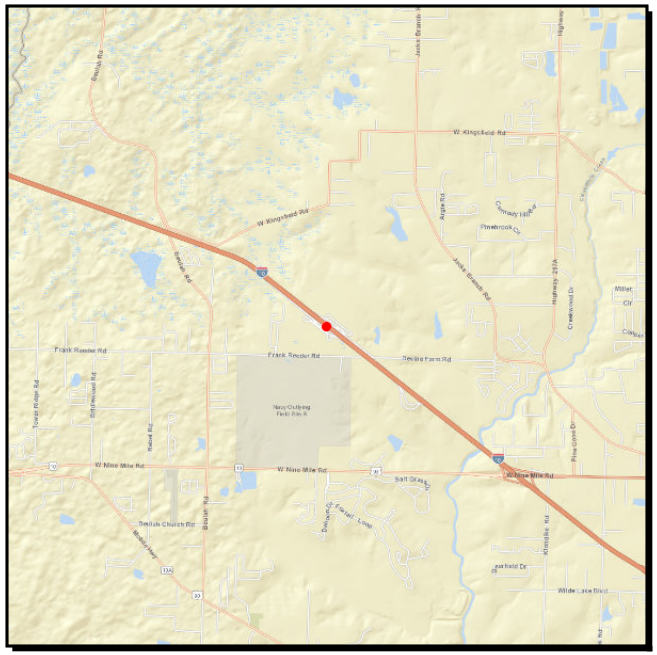
Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 771,111

Project Description: Funding for lighting on SR 296 (Michigan Avenue) from SR 10A (US 90) Mobile Highway to Esperanto Drive.

4419941 **SR 8 (I-10) PENSACOLA WEIGH STATION** **SIS**



Work Summary: MCCO WEIGH STATION STATIC/WIM

From: HVAC UPGRADES

To:

Lead Agency: FDOT

Length: 1.223 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	DWS	0	0	667,400	0	0	**667,400**
Total		**0**	**0**	**667,400**	**0**	**0**	**667,400**

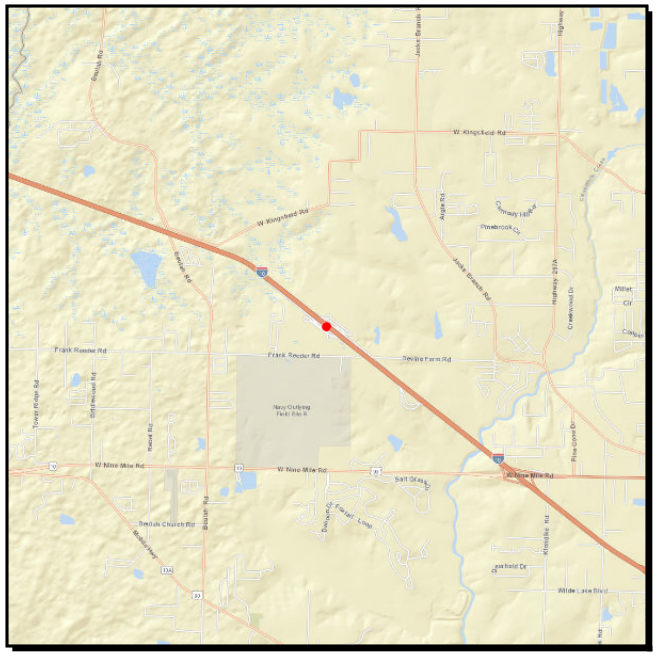
Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 667,400

Project Description: Funding for Heating, Ventilation, and Air Conditioning Upgrades at the SR 8 (I-10) Pensacola Weigh Station for the Motor Carrier Compliance Office.

4419942 **SR 8 (I-10) PENSACOLA WEIGH STATION** **SIS**



Work Summary: MCCO WEIGH STATION STATIC/WIM

From: ARCHITECTUAL UPGRADES

To:

Lead Agency: FDOT

Length: 1.223 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	DWS	0	0	880,400	0	0	**880,400**
Total		**0**	**0**	**880,400**	**0**	**0**	**880,400**

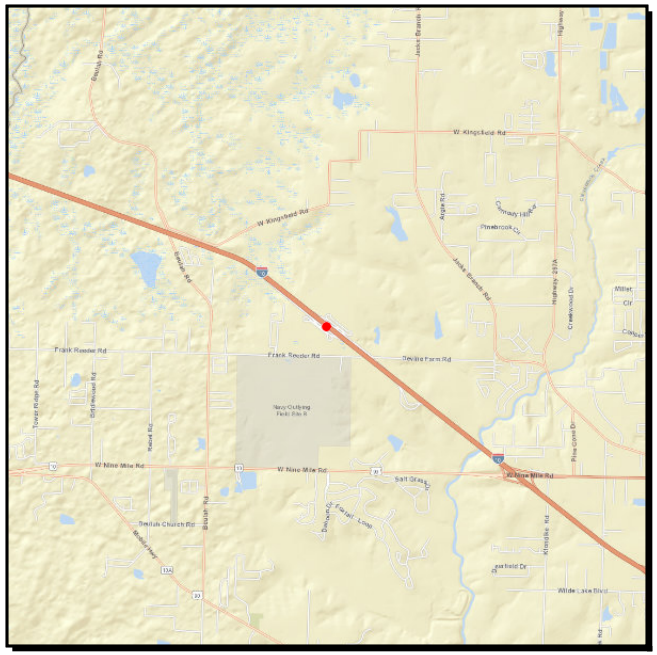
Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 880,400

Project Description: Funding for Architectural and Heating, Ventilation, and Air Conditioning Upgrades at the SR 8 (I-10) Pensacola Weigh Station for the Motor Carrier Compliance Office.

4419943 **SR 8 (I-10) PENSACOLA MAINLINE WEIGH IN MOTION (WIM)** **SIS**



Work Summary: MCCO WEIGH STATION STATIC/WIM

From: SCREENING

To:

Lead Agency: FDOT

Length: 1.223 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	DWS	0	2,101,100	0	0	0	**2,101,100**
Total		**0**	**2,101,100**	**0**	**0**	**0**	**2,101,100**

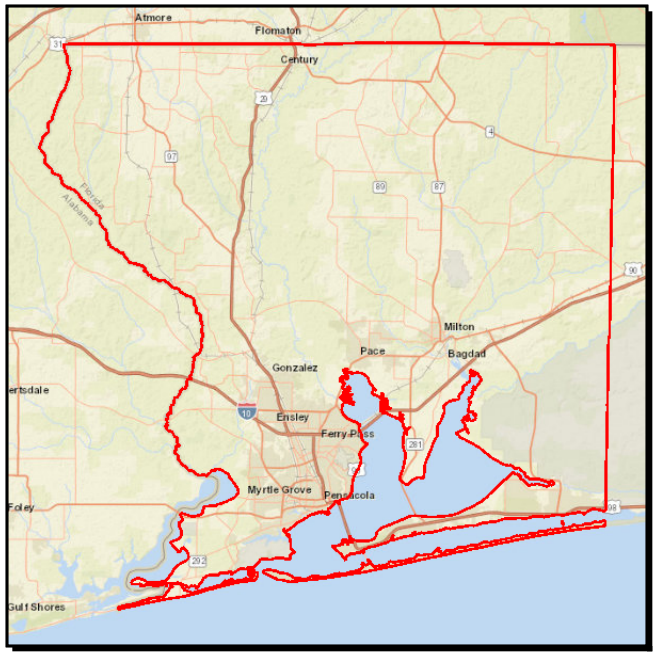
Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 2,101,100

Project Description: Funding for Pensacola Mainline Weigh in Motion (WIM) Screening at SR 8 (10).

4425112 **MILTON OPERATIONS CENTER** **Non-SIS**



Work Summary: FIXED CAPITAL OUTLAY **From:**

To:

Lead Agency: FDOT

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
MNT	D	24,500	0	0	0	0	**24,500**
Total		**24,500**	**0**	**0**	**0**	**0**	**24,500**

Prior Cost < 2019/20: 0
Future Cost > 2023/24: 0
Total Project Cost: 24,500
Project Description: Fixed Capital outlay for the Milton Operations Center.

4438241 **SR 10 (US 90)** **Non-SIS**

Work Summary: LANDSCAPING

From: W OF ESCAMBIA RIVER

To: CR 197A WOODBINE RD

Lead Agency: FDOT

Length: 2.877 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	DDR	250,000	0	0	0	0	**250,000**
Total		**250,000**	**0**	**0**	**0**	**0**	**250,000**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 250,000

Project Description: Funding for landscaping for SR 10 (US 90) from W of Escambia River to CR 197A (Woodbine Road).

4438261 **SR 8A (I-110)** **SIS**

Work Summary: LANDSCAPING

From: & SR 8 (I-10)

To: LANDSCAPING

Lead Agency: FDOT

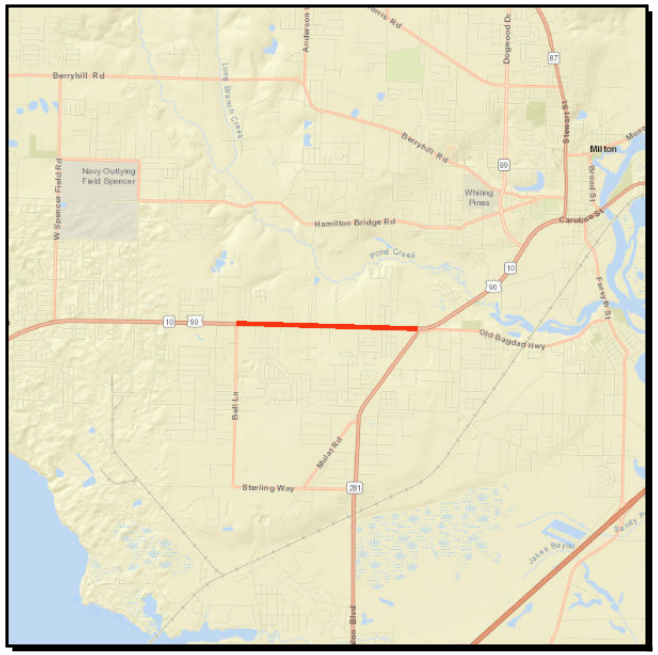
Length: 7.103 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	DIH	13,466	0	0	0	0	**13,466**
CST	DDR	1,417,163	0	0	0	0	**1,417,163**
Total		**1,430,629**	**0**	**0**	**0**	**0**	**1,430,629**

Prior Cost < 2019/20: 0
Future Cost > 2023/24: 0
Total Project Cost: 1,430,629
Project Description: Funding for landscaping at SR 8A (I-110) and SR 8 (I-10).

4440471 **SR 10 (US 90)** **Non-SIS**



Work Summary: LIGHTING

From: CR 197A BELL LN

To: SR 281 AVALON BLVD

Lead Agency: FDOT

Length: 2.231 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	ACID	637,937	0	0	0	0	**637,937**
Total		**637,937**	**0**	**0**	**0**	**0**	**637,937**

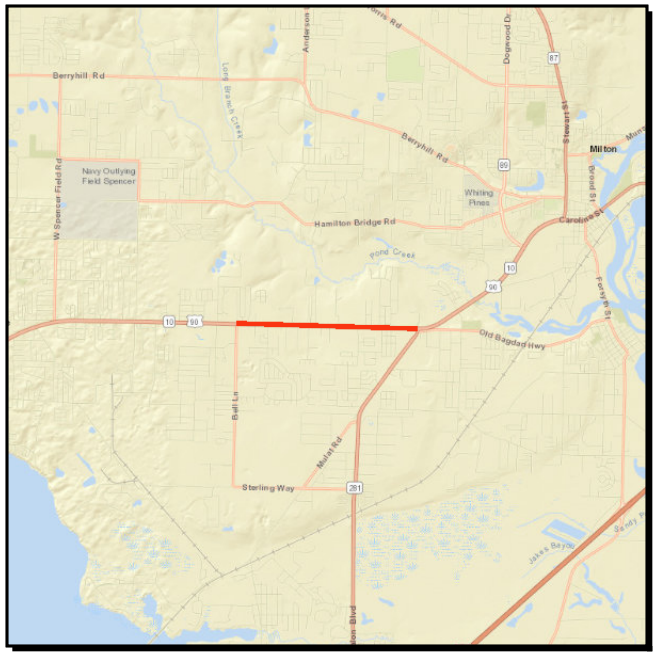
Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 637,937

Project Description: Funding for lighting on SR 10 (US 90) from CR 197A (Bell Lane) to SR 281 (Avalon Boulevard).

4440472 **SR 10 (US 90)** **Non-SIS**



Work Summary: LIGHTING

From: CR 197A BELL LN

To: SR 281 AVALON BLVD

Lead Agency: FDOT

Length: 2.231 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	ACSS	0	0	1,962,140	0	0	**1,962,140**
Total		**0**	**0**	**1,962,140**	**0**	**0**	**1,962,140**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 1,962,140

Project Description: Funding for lighting on SR 10 (US 90) from CR 197A (Bell Lane) to SR 281 (Avalon Boulevard).

4443472 **SR 750 (AIRPORT BLVD)** **SIS**

Work Summary: LIGHTING

From: CR 95A (N. PALAFOX)

To: N. 12TH AVENUE

Lead Agency: FDOT

Length: 3.086 MI

LRTP #: Final Report 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	ACSS	77,435	0	0	0	0	**77,435**
Total		**77,435**	**0**	**0**	**0**	**0**	**77,435**

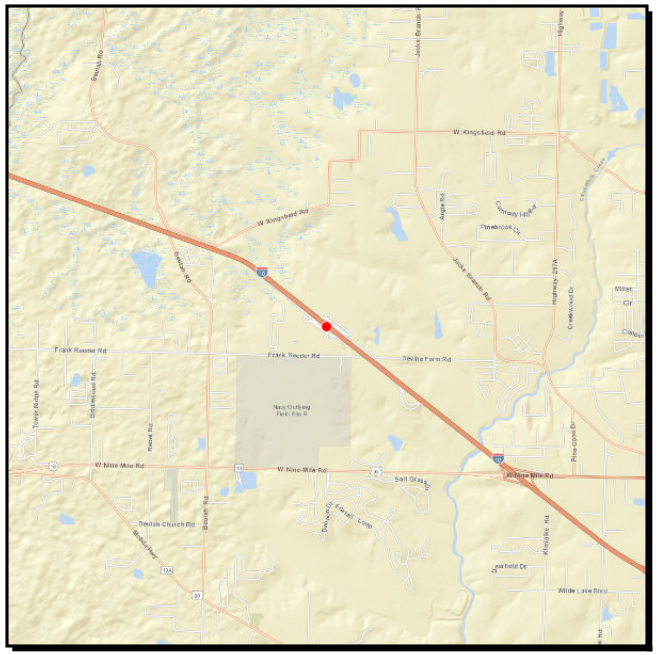
Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 77,435

Project Description: Funding for lighting on SR 750 (Airport Boulevard) from CR 95A (North Palafox) to North 12th Avenue. New roadway lighting at all existing intersections within project limits.

4453131 **SR 8 (I-10) PENSACOLA WEIGH STATION** **SIS**



Work Summary: MCCO WEIGH STATION STATIC/WIM

From: SIGNING & PAVEMENT MARKINGS

To:

Lead Agency: FDOT

Length: 1.223 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	DIH	0	0	46,267	0	0	**46,267**
CST	DWS	0	0	260,953	0	0	**260,953**
Total		**0**	**0**	**307,220**	**0**	**0**	**307,220**

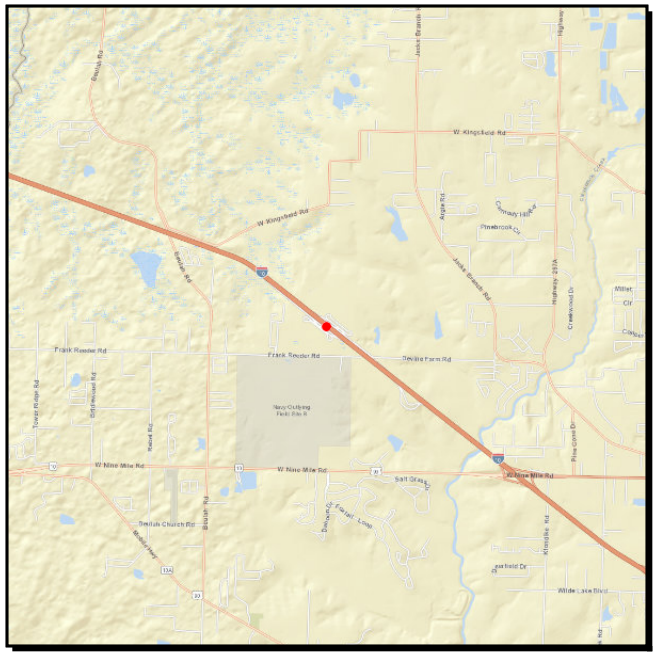
Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 307,220

Project Description: Funding for Signing and Pavement Markings at SR 8 (I-10) Pensacola Weigh Station.

4453132 **SR 8 (I-10) PENSACOLA WEIGH STATION** **SIS**



Work Summary: MCCO WEIGH STATION STATIC/WIM

From: LIGHTING AND ELECTRICAL

To:

Lead Agency: FDOT

Length: 1.223 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	DIH	0	0	193,390	0	0	**193,390**
CST	DWS	0	0	1,703,872	0	0	**1,703,872**
Total		**0**	**0**	**1,897,262**	**0**	**0**	**1,897,262**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 1,897,262

Project Description: Funding for Lighting and Electrical Upgrades at the SR 8 (I-10) Pensacola Weigh Station for the Motor Carrier Compliance.

4460341 **SR 95 (US 29)** **SIS**

Work Summary: LIGHTING

From: SR 10A (US 90) CERVANTES ST.

To: OLD CHEMSTRAND RD.

Lead Agency: FDOT

Length: 12.007 mi

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	DIH	14,741	0	0	0	0	**14,741**
PE	RED	147,415	0	0	0	0	**147,415**
Total		**162,156**	**0**	**0**	**0**	**0**	**162,156**

Prior Cost < 2019/20: 0

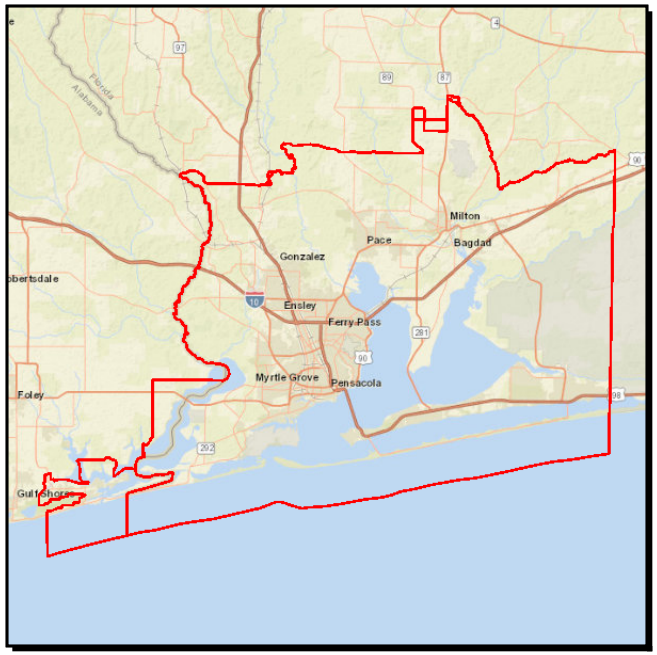
Future Cost > 2023/24: 0

Total Project Cost: 162,156

Project Description: On February 12, 2020 TPO Agenda for approval.
Funding for lighting on SR 10A (US 90) Cervantes Street to Old Chemstrand Road.

Section 7 - Public Transportation

4156062 **WEST FL REGIONAL PLN** **Non-SIS**



Work Summary: COMMUTER TRANS. ASSISTANCE

From: REGIONAL COMMUTER

To: ASSISTANCE

Lead Agency: WFRPC

LRTP #: Final Report p. 5-35

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
OPS	DDR	206,844	217,039	222,500	230,000	237,703	**1,114,086**
Total		**206,844**	**217,039**	**222,500**	**230,000**	**237,703**	**1,114,086**

Prior Cost < 2019/20: 1,510,226
Future Cost > 2023/24: 0
Total Project Cost: 2,624,312
Project Description: West Florida Regional Planning Council regional commuter assistance.

4213683 **ESCAMBIA COUNTY** **Non-SIS**

Work Summary: OPERATING/ADMIN. ASSISTANCE

From: TRANSIT

To: NON-URBANIZED AREA 5311

Lead Agency: Escambia

LRTP #: #42 in Amend. Report p. D-10

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
OPS	DU	175,000	0	0	0	0	**175,000**
OPS	LF	175,000	0	0	0	0	**175,000**
Total		**350,000**	**0**	**0**	**0**	**0**	**350,000**

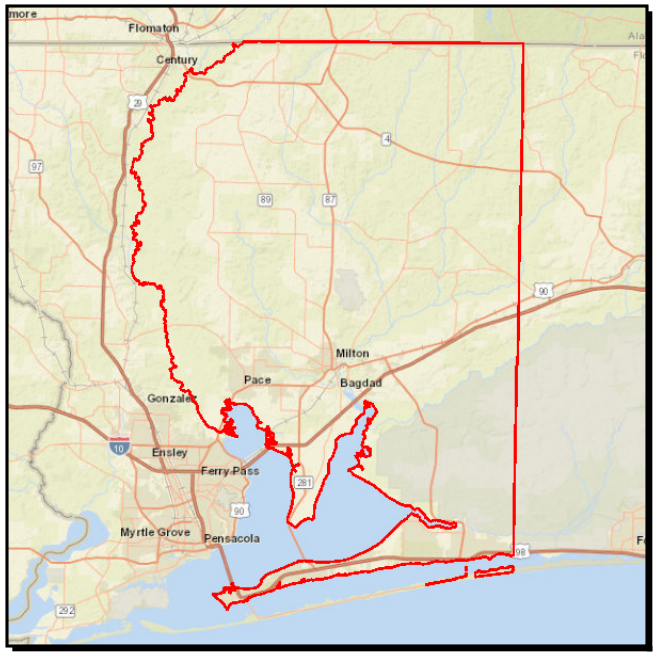
Prior Cost < 2019/20: 660,802

Future Cost > 2023/24: 0

Total Project Cost: 1,010,802

Project Description: TPO Public Transportation Project Priority.
Escambia County transit operating / adminstrative assistance funding.

4213713 **SANTA ROSA COUNTY** **Non-SIS**



Work Summary: OPERATING/ADMIN. ASSISTANCE

From: SANTA ROSA COUNTY

To: FTA SECTION 5310 CAPITAL-OPERATING

Lead Agency: Santa Rosa

LRTP #: #42 in Amend. Report p. D-10

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CAP	FTA	150,000	150,000	150,000	150,000	150,000	**750,000**
CAP	LF	37,500	37,500	37,500	37,500	37,500	**187,500**
Total		**187,500**	**187,500**	**187,500**	**187,500**	**187,500**	**937,500**

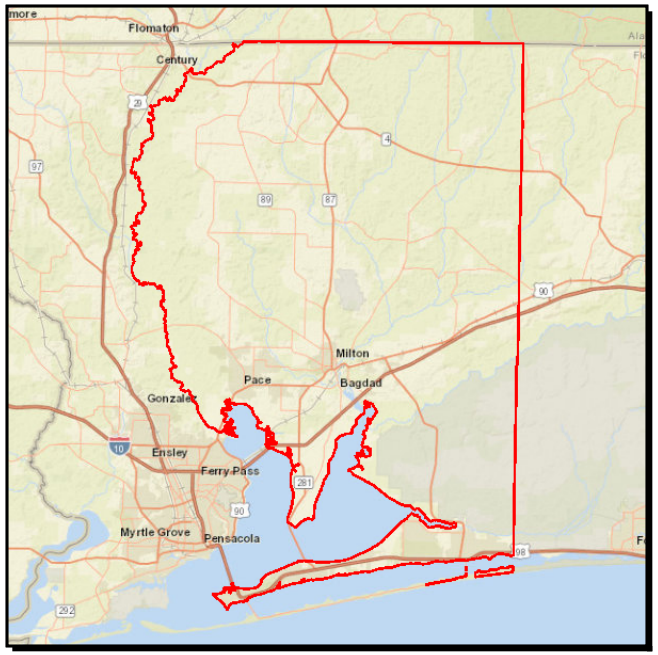
Prior Cost < 2019/20: 750,000

Future Cost > 2023/24: 0

Total Project Cost: 1,687,500

Project Description: TPO Public Transportation Project Priority.
Santa Rosa County operating/administrative assistance funding to enhance mobility for seniors and persons with Disabilities in Santa Rosa County.

4213714 **SANTA ROSA COUNTY** **Non-SIS**



Work Summary: OPERATING/ADMIN. ASSISTANCE

From: TRANSIT

To: NON-URBANIZED AREA 5311

Lead Agency: Santa Rosa

LRTP #: #42 in Amend. Report p. D-10

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
OPS	DU	125,000	0	0	0	0	**125,000**
OPS	LF	125,000	0	0	0	0	**125,000**
Total		**250,000**	**0**	**0**	**0**	**0**	**250,000**

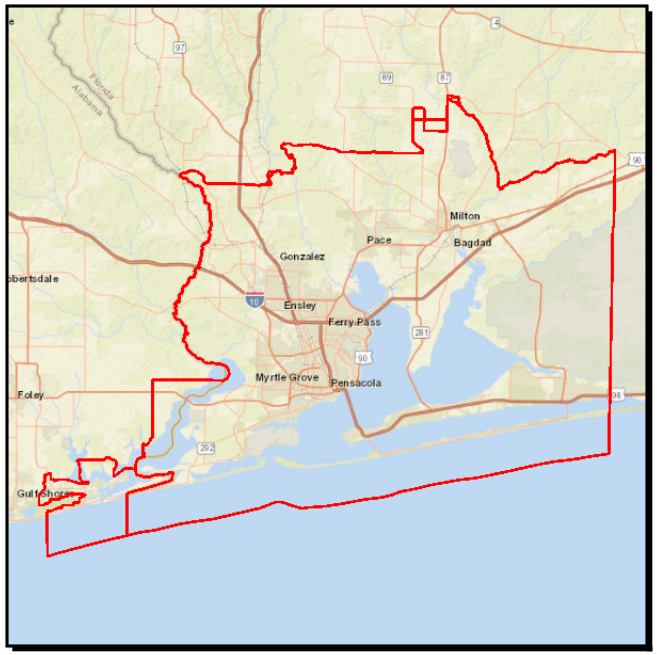
Prior Cost < 2019/20: 400,000

Future Cost > 2023/24: 0

Total Project Cost: 650,000

Project Description: TPO Public Transportation Project Priority.
Santa Rosa County Transit operating/adminstrative assistance funding for non-urbanized area transportation in Santa Rosa County.

4217172 **FLORIDA-ALABAMA TPO** **Non-SIS**



Work Summary: MODAL SYSTEMS PLANNING

From:

To: SECTION 5305

Lead Agency: TPO

LRTP #: #42 in Amend. Report p. D-10

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PLN	DU	117,390	0	0	0	0	**117,390**
PLN	DPTO	14,673	0	0	0	0	**14,673**
PLN	LF	14,673	0	0	0	0	**14,673**
Total		**146,736**	**0**	**0**	**0**	**0**	**146,736**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 146,736

Project Description: TPO Public Transportation Project Priority.
Florida Alabama TPO FTA 5305 Planning Grant.

4217331 **ESCAMBIA COUNTY** **Non-SIS**

Work Summary: CAPITAL FOR FIXED ROUTE **From:** ECAT TRANSIT

To: 5307 CAPITAL FLEX PREVENTIVE MAINTENANCE

Lead Agency: Escambia

LRTP #: #4 in Amend. Report p. D-9

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CAP	LFF	75,000	75,000	75,000	75,000	75,000	**375,000**
CAP	FTAT	300,000	300,000	300,000	300,000	300,000	**1,500,000**
CAP	SU	300,000	300,000	300,000	300,000	300,000	**1,500,000**
Total		**675,000**	**675,000**	**675,000**	**675,000**	**675,000**	**3,375,000**

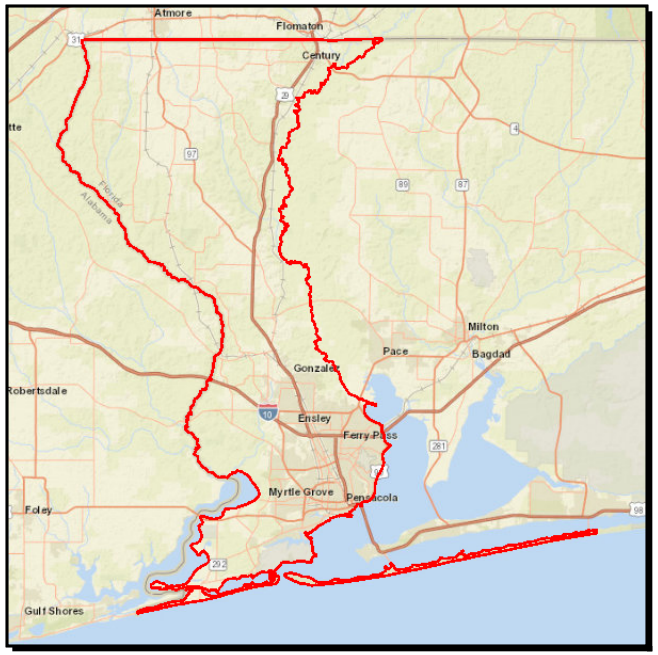
Prior Cost < 2019/20: 5,737,500

Future Cost > 2023/24: 0

Total Project Cost: 9,112,500

Project Description: TPO Public Transportation Project Priority and TPO Non-SIS Project Priority #4. Capitalize Maintenance - Upgrade Technology and Equipment.

4222571 **ESCAMBIA COUNTY** **Non-SIS**



Work Summary: OPERATING FOR FIXED ROUTE

From: ECAT TRANSIT

To: OPERATING ASSISTANCE

Lead Agency: Escambia

LRTP #: #42 in Amend. Report p. D-10

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
OPS	DDR	991,517	1,041,109	1,093,164	1,153,867	0	**4,279,657**
OPS	LF	991,517	1,041,109	1,093,164	1,153,867	1,205,214	**5,484,871**
OPS	DPTO	0	0	0	0	1,205,214	**1,205,214**
Total		**1,983,034**	**2,082,218**	**2,186,328**	**2,307,734**	**2,410,428**	**10,969,742**

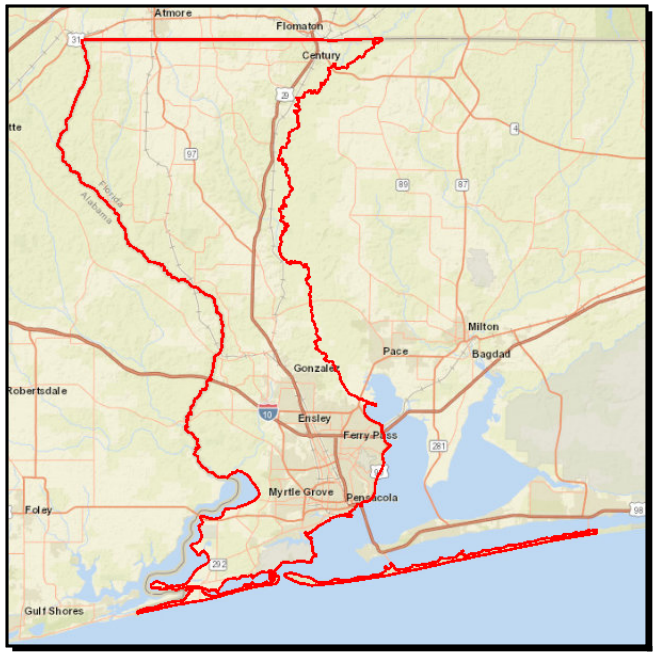
Prior Cost < 2019/20: 13,163,104

Future Cost > 2023/24: 0

Total Project Cost: 24,132,846

Project Description: TPO Public Transportation Project Priority.
Escambia County ECAT operating assistance.

4222601 **ESCAMBIA COUNTY** **Non-SIS**



Work Summary: URBAN CORRIDOR IMPROVEMENTS

From: CORRIDOR ECAT TRANSIT

To: OPERATING ASSISTANCE

Lead Agency: Escambia

LRTP #: #42 in Amend. Report p. D-10

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
OPS	DPTO	447,081	450,000	0	0	0	**897,081**
OPS	DDR	0	0	445,290	458,649	449,813	**1,353,752**
Total		**447,081**	**450,000**	**445,290**	**458,649**	**449,813**	**2,250,833**

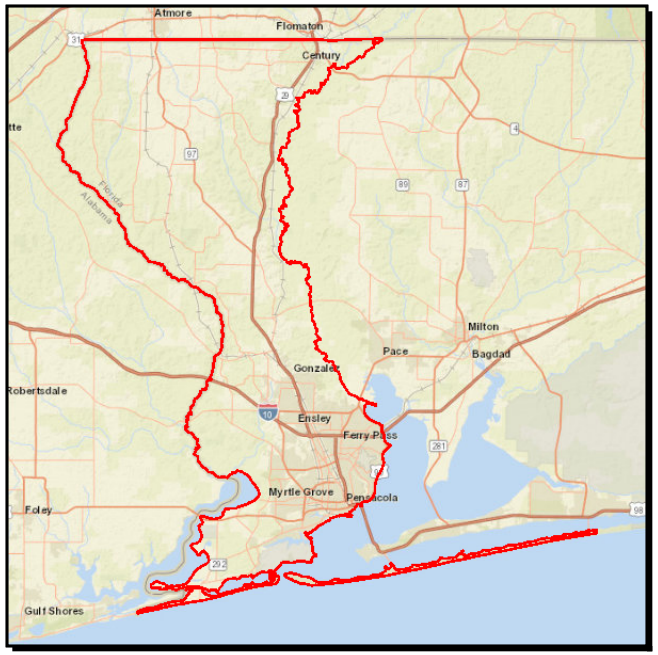
Prior Cost < 2019/20: 4,926,593

Future Cost > 2023/24: 0

Total Project Cost: 7,177,426

Project Description: Public Transportation Project Priority.
Corridor ECAT Transit Assistance for Davis Hwy (SR291).

4292621 **ESCAMBIA COUNTY** **Non-SIS**



Work Summary: CAPITAL FOR FIXED ROUTE **From:** ECAT

To: SECTION 5307

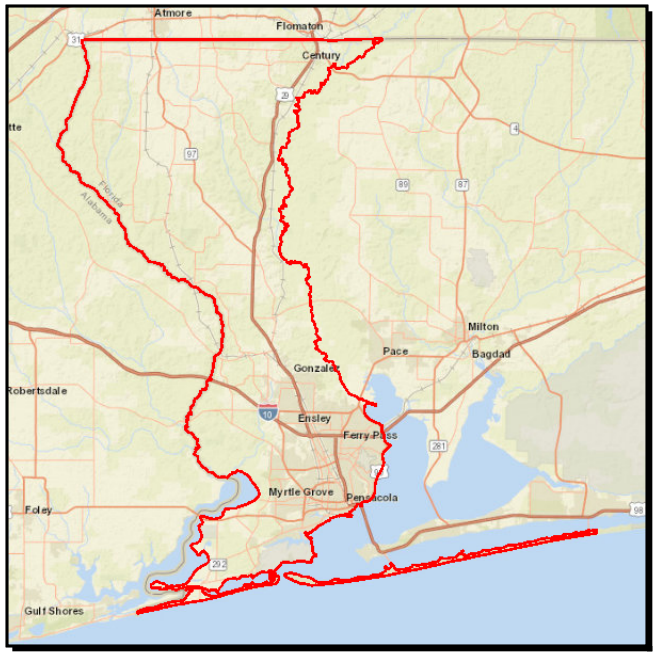
Lead Agency: Escambia

LRTP #: #42 in Amend. Report p. D-10

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CAP	FTA	2,200,000	2,200,000	2,200,000	2,200,000	2,200,000	**11,000,000**
CAP	LF	550,000	550,000	550,000	550,000	550,000	**2,750,000**
Total		**2,750,000**	**2,750,000**	**2,750,000**	**2,750,000**	**2,750,000**	**13,750,000**

Prior Cost < 2019/20: 11,000,000
Future Cost > 2023/24: 0
Total Project Cost: 24,750,000
Project Description: TPO Public Transportation Project Priority.
Escambia County capital for a fixed route.

4309952 **ESCAMBIA COUNTY** **Non-SIS**



Work Summary: CAPITAL FOR FIXED ROUTE **From:** ECAT

To: SECTION 5310 CAP-OP

Lead Agency: Escambia

LRTP #: #42 in Amend. Report p. D-10

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CAP	FTA	350,000	350,000	350,000	350,000	350,000	**1,750,000**
CAP	LF	87,500	87,500	87,500	87,500	87,500	**437,500**
Total		**437,500**	**437,500**	**437,500**	**437,500**	**437,500**	**2,187,500**

Prior Cost < 2019/20: 2,872,660

Future Cost > 2023/24: 0

Total Project Cost: 5,060,160

Project Description: TPO Public Transportation Project Priority.
Escambia County capital/operating for Seniors with Disabilities.

4309953 **ESCAMBIA COUNTY** **Non-SIS**

Work Summary: OPERATING FOR FIXED ROUTE

From: ECAT

To: SECTION 5307 OPERATING

Lead Agency: Escambia

LRTP #: #42 in Amend. Report p. D-10

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
OPS	LF	2,000,000	1,000,000	1,000,000	1,000,000	1,000,000	**6,000,000**
OPS	FTA	2,000,000	1,000,000	1,000,000	1,000,000	1,000,000	**6,000,000**
Total		**4,000,000**	**2,000,000**	**2,000,000**	**2,000,000**	**2,000,000**	**12,000,000**

Prior Cost < 2019/20: 21,600,000

Future Cost > 2023/24: 0

Total Project Cost: 33,600,000

Project Description: TPO Public Transportation Project Priority. Escambia County Operating Assistance.

4309954 **ESCAMBIA COUNTY** **Non-SIS**

Work Summary: CAPITAL FOR FIXED ROUTE **From:** ECAT

To: SECTION 5339 CAPITAL

Lead Agency: Escambia

LRTP #: #42 in Amend. Report p. D-10

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CAP	FTA	300,084	300,084	300,084	300,084	300,084	**1,500,420**
CAP	LF	75,021	75,021	75,021	75,021	75,021	**375,105**
Total		**375,105**	**375,105**	**375,105**	**375,105**	**375,105**	**1,875,525**

Prior Cost < 2019/20: 2,625,735

Future Cost > 2023/24: 0

Total Project Cost: 4,501,260

Project Description: TPO Public Transportation Project Priority. Buses and Bus Facilities.

Section 8 - Aviation

4159313 **PETER PRINCE FIELD** **Non-SIS**

Work Summary: AVIATION PRESERVATION PROJECT

From: REPLACE/UPGRADE SECURITY FENCE

To:

Lead Agency: Santa Rosa

LRTP #: Final Report p. A-4

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CAP	DDR	0	0	0	120,000	0	**120,000**
CAP	LF	0	0	0	30,000	0	**30,000**
Total		**0**	**0**	**0**	**150,000**	**0**	**150,000**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 150,000

Project Description: TPO Peter Prince Field Project Priority #1 in FY23. Upgrade Security Fence at Peter Prince Field.

4159314 **PETER PRINCE FIELD** **Non-SIS**

Work Summary: AVIATION SAFETY PROJECT **From:** REPLACE/UPGRADE RUNWAY AND TAXIWAY LIGHTING

To:

Lead Agency: Santa Rosa

LRTP #: Final Report p. A-4

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CAP	DDR	0	0	0	160,000	0	**160,000**
CAP	LF	0	0	0	40,000	0	**40,000**
Total		**0**	**0**	**0**	**200,000**	**0**	**200,000**

Prior Cost < 2019/20: 0
Future Cost > 2023/24: 0
Total Project Cost: 200,000
Project Description: TPO Peter Prince Field Project Priority #2 in FY23.
Replace/Upgrade Runway and Taxiway Lighting at Peter Prince Field.

4203004 **PENSACOLA INTERNATIONAL AIRPORT** **SIS**

Work Summary: AVIATION SAFETY PROJECT **From:** AIRPORT

To: CONST GENERAL AVIATION RAMP EXPANSION

Lead Agency: City of Pensacola

LRTP #: Final Report p. 1-32

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CAP	DPTO	0	0	0	150,000	0	**150,000**
CAP	LF	0	0	0	150,000	0	**150,000**
CAP	FAA	0	0	0	2,700,000	0	**2,700,000**
Total		**0**	**0**	**0**	**3,000,000**	**0**	**3,000,000**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 3,000,000

Project Description: TPO Pensacola International Airport Project Priority #4 in FY23.
Pensacola International Airport Construct General Aviation Ramp Expansion.

4203005 **PENSACOLA INTERNATIONAL AIRPORT** **SIS**

Work Summary: AVIATION CAPACITY PROJECT

From: AIRPORT

To: CONSTRUCT INDUSTRIAL APRON

Lead Agency: City of Pensacola

LRTP #: Final Report p. 1-32

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CAP	DPTO	0	0	0	500,000	0	**500,000**
CAP	LF	0	0	0	500,000	0	**500,000**
CAP	FAA	0	0	0	9,000,000	0	**9,000,000**
Total		**0**	**0**	**0**	**10,000,000**	**0**	**10,000,000**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 10,000,000

Project Description: TPO Pensacola International Airport Project Priority #3 in FY23. Pensacola International Airport Construct Industrial Apron.

4203006 **PENSACOLA INTERNATIONAL AIRPORT** **SIS**

Work Summary: AVIATION PRESERVATION PROJECT

From: AIRPORT

To: TAXIWAY C & D REHAB - DESIGN

Lead Agency: City of Pensacola

LRTP #: Final Report p. 1-32

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CAP	DPTO	0	0	0	25,000	0	**25,000**
CAP	LF	0	0	0	25,000	0	**25,000**
Total		**0**	**0**	**0**	**50,000**	**0**	**50,000**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 50,000

Project Description: TPO Pensacola International Airport Project Priorities #2 and #3 in FY23. Pensacola International Airport Taxiway C&D Rehab-Design.

4222943 **PETER PRINCE FIELD** **Non-SIS**

Work Summary: AVIATION PRESERVATION PROJECT

From: REHAB/WIDENING OF EXISTING WEST TAXIWAY

To:

Lead Agency: Santa Rosa

LRTP #: Final Report p. A-4

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CAP	DDR	0	0	91,855	0	0	**91,855**
CAP	LF	0	0	91,855	0	0	**91,855**
CAP	FAA	0	0	1,653,390	0	0	**1,653,390**
Total		**0**	**0**	**1,837,100**	**0**	**0**	**1,837,100**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 1,837,100

Project Description: TPO Peter Prince Field Project Priority #1 in FY22.
Rehab/Widening of Existing West Taxiway at Peter Prince Field.

4256336 **PETER PRINCE FIELD** **Non-SIS**

Work Summary: AVIATION REVENUE/OPERATIONAL

From: CONSTRUCT E SIDE MULTI UNIT T-HANGAR AND APRON

To:

Lead Agency: Santa Rosa

LRTP #: Final Report p. A-4

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CAP	DDR	600,000	0	0	0	0	**600,000**
CAP	LF	150,000	0	0	0	0	**150,000**
Total		**750,000**	**0**	**0**	**0**	**0**	**750,000**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 750,000

Project Description: TPO Peter Prince Field Project Priority #1 in FY 20.
Construct E. side multi-unit T-hangar and Apron at Peter Prince Field.

4256337 **PETER PRINCE FIELD** **Non-SIS**

Work Summary: AVIATION PRESERVATION PROJECT

From: REHAB EXISTING TAXILANES/TAXIWAY @ W APRON

To:

Lead Agency: Santa Rosa

LRTP #: Final Report p. A-4

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CAP	DPTO	0	55,000	0	0	0	**55,000**
CAP	LF	0	55,000	0	0	0	**55,000**
CAP	FAA	0	990,000	0	0	0	**990,000**
Total		**0**	**1,100,000**	**0**	**0**	**0**	**1,100,000**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 1,100,000

Project Description: TPO Peter Prince Field Project Priority #1 in FY21.
Rehab Existing Taxilanes/Taxiway on West Apron at Peter Prince Field.

4256338 **PETER PRINCE FIELD** **Non-SIS**

Work Summary: AVIATION REVENUE/OPERATIONAL

From: DESIGN & CONSTRUCT T-HANGARS & APRON

To:

Lead Agency: Santa Rosa

LRTP #: Final Report p. A-4

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CAP	DDR	0	0	0	0	600,000	**600,000**
CAP	LF	0	0	0	0	150,000	**150,000**
Total		**0**	**0**	**0**	**0**	**750,000**	**750,000**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 750,000

Project Description: TPO Peter Prince Field Project Priority #1 in FY24.
Design and Construct T Hangars & Apron at Peter Prince Field.

4357173 **PENSACOLA INTERNATIONAL AIRPORT** **SIS**

Work Summary: AVIATION PRESERVATION PROJECT

From: AIRPORT

To: ILS/GPS APPROACH FOR RUNWAY 17/35 EXT

Lead Agency: City of Pensacola

LRTP #: Final Report p. 1-32

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CAP	DDR	50,000	0	0	0	0	**50,000**
CAP	LF	50,000	0	0	0	0	**50,000**
CAP	FAA	900,000	0	0	0	0	**900,000**
Total		**1,000,000**	**0**	**0**	**0**	**0**	**1,000,000**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 1,000,000

Project Description: TPO Pensacola International Airport Project Priority #6 in FY20.
Pensacola International Airport ILS/GPS Approach runway 17/35 Extension.

4357175 **PENSACOLA INTERNATIONAL AIRPORT** **SIS**

Work Summary: AVIATION CAPACITY PROJECT

From: AIRPORT

To: CONSTRUCT HELIPORT

Lead Agency: City of Pensacola

LRTP #: Final Report p. 1-32

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CAP	DPTO	0	84,600	0	0	0	**84,600**
CAP	LF	0	84,600	0	0	0	**84,600**
CAP	FAA	0	1,530,000	0	0	0	**1,530,000**
Total		**0**	**1,699,200**	**0**	**0**	**0**	**1,699,200**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 1,699,200

Project Description: TPO Pensacola International Airport Project Priority #1 in FY21. Pensacola International Airport Heliport Construction.

4357176 **PENSACOLA INTERNATIONAL AIRPORT** **SIS**

Work Summary: AVIATION CAPACITY PROJECT

From: AIRPORT

To: CONSTRUCT HANGAR IMPROVEMENTS

Lead Agency: City of Pensacola

LRTP #: Final Report p. 1-32

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
ADM	GMR	7,500,000	0	0	0	0	**7,500,000**
Total		**7,500,000**	**0**	**0**	**0**	**0**	**7,500,000**

Prior Cost < 2019/20: 18,298,800

Future Cost > 2023/24: 0

Total Project Cost: 25,798,800

Project Description: TPO Pensacola International Airport Project Priority #1 in FY19 and #1 in FY20. Pensacola International Airport Hangar Construction Improvements.

4357177 **PENSACOLA INTERNATIONAL AIRPORT** **SIS**

Work Summary: AVIATION PRESERVATION PROJECT

From: AIRPORT

To: RUNWAY 8/26 PAVEMENT REHABILITATION

Lead Agency: City of Pensacola

LRTP #: Final Report p. 1-32

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CAP	DDR	0	0	650,000	0	0	**650,000**
CAP	LF	0	0	650,000	0	0	**650,000**
CAP	FAA	0	0	11,700,000	0	0	**11,700,000**
Total		**0**	**0**	**13,000,000**	**0**	**0**	**13,000,000**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 13,000,000

Project Description: TPO Pensacola International Airport Project Priority #5 in FY22. Pensacola International Airport rehabilitation of runway 8/26.

4357178 **PENSACOLA INTERNATIONAL AIRPORT** **SIS**

Work Summary: AVIATION CAPACITY PROJECT

From: AIRPORT

To: CONSTRUCT INDUSTRIAL APRON PH II

Lead Agency: City of Pensacola

LRTP #: Final Report p. 1-32

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CAP	DPTO	0	0	0	0	500,000	**500,000**
CAP	LF	0	0	0	0	500,000	**500,000**
CAP	FAA	0	0	0	0	9,000,000	**9,000,000**
Total		**0**	**0**	**0**	**0**	**10,000,000**	**10,000,000**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 10,000,000

Project Description: TPO Pensacola International Airport Project Priority #3 in FY24.
Pensacola International Airport Construct Industrial Apron Phase II.

4357179 **PENSACOLA INTERNATIONAL AIRPORT** **SIS**

Work Summary: AVIATION CAPACITY PROJECT

From: AIRPORT

To: CONSTRUCT GENERAL AVIATION RAMP EXT

Lead Agency: City of Pensacola

LRTP #: Final Report p. 1-32

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CAP	DPTO	0	0	0	0	150,000	**150,000**
CAP	LF	0	0	0	0	150,000	**150,000**
CAP	FAA	0	0	0	0	2,700,000	**2,700,000**
Total		**0**	**0**	**0**	**0**	**3,000,000**	**3,000,000**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 3,000,000

Project Description: TPO Pensacola International Airport Project Priority #4 in FY24.
Pensacola International Airport Construction General Aviation Ramp Expansion.

4414942 **PENSACOLA INTERNATIONAL AIRPORT** **SIS**

Work Summary: AVIATION REVENUE/OPERATIONAL

From: AIRPORT

To: FACILITIES DEVELOPMENT

Lead Agency: City of Pensacola

LRTP #: Final Report p. 1-32

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CAP	DPTO	8,000,000	14,000,000	1,000,000	2,000,000	0	**25,000,000**
CAP	LF	8,000,000	14,000,000	1,000,000	2,000,000	0	**25,000,000**
Total		**16,000,000**	**28,000,000**	**2,000,000**	**4,000,000**	**0**	**50,000,000**

Prior Cost < 2019/20: 3,000,000

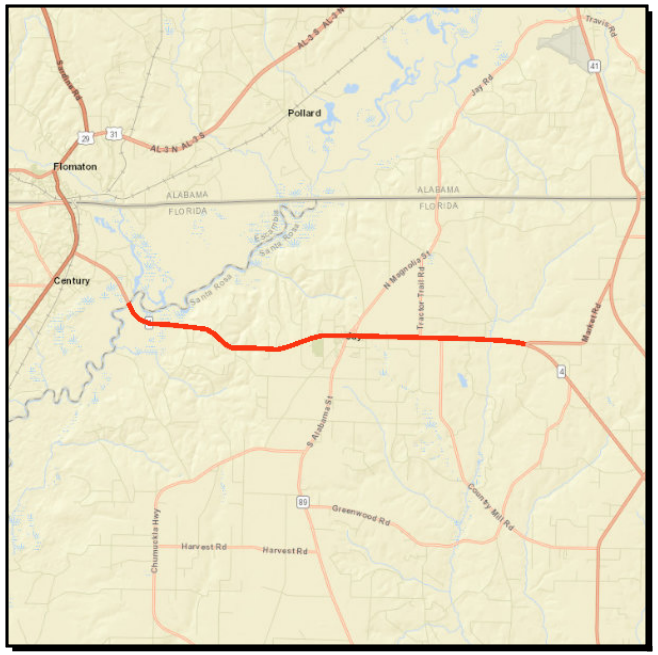
Future Cost > 2023/24: 0

Total Project Cost: 53,000,000

Project Description: Pensacola International Airport Project Priority.
Commercial Aircraft Maintenance Repair Overhaul (MRO) Campus Expansion.

Section 9 - Resurfacing

4325541 **SR 4** **Non-SIS**



Work Summary: RESURFACING

From: ESCAMBIA RIVER BRIDGE

To: CR 87A

Lead Agency: FDOT

Length: 8.821 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	DS	4,946,611	0	0	0	0	**4,946,611**
CST	DIH	39,632	0	0	0	0	**39,632**
Total		**4,986,243**	**0**	**0**	**0**	**0**	**4,986,243**

Prior Cost < 2019/20: 1,711,457

Future Cost > 2023/24: 0

Total Project Cost: 6,697,700

Project Description: This project is NOT within the TPO planning area. Project is included for Rural Work Program reference. Resurfacing of SR 4 from Escambia River Bridge to CR 87A.

4325631 **SR 295 NAVY BLVD** **Non-SIS**

Work Summary: RESURFACING

From: BAYOU GRANDE BRIDGE

To: SR 292 GULF BEACH HWY

Lead Agency: FDOT

Length: 1.048 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	DIH	60,000	0	0	0	0	**60,000**
PE	DDR	600,000	0	0	0	0	**600,000**
ROW	DIH	0	10,000	0	0	0	**10,000**
ROW	DDR	0	119,000	0	0	0	**119,000**
CST	DIH	0	0	29,855	0	0	**29,855**
CST	SA	0	0	2,288,219	0	0	**2,288,219**
CST	DDR	0	0	297,468	0	0	**297,468**
Total		**660,000**	**129,000**	**2,615,542**	**0**	**0**	**3,404,542**

Prior Cost < 2019/20: 200
Future Cost > 2023/24: 0
Total Project Cost: 3,404,742
Project Description: Resurfacing of SR 295 (Navy Boulevard) from Bayou Grande Bridge to SR 292 (Gulf Beach Highway).

4346771 **SR 95 (US 29 PENSACOLA BLVD)** **SIS**

Work Summary: RESURFACING

From: SR 296 BRENT LN

To: S OF SR 8 (I-10)

Lead Agency: FDOT

Length: 2.542 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	DIH	75,000	0	0	0	0	**75,000**
PE	DDR	750,000	0	0	0	0	**750,000**
CST	DIH	0	0	69,087	0	0	**69,087**
CST	SA	0	0	6,908,671	0	0	**6,908,671**
CST	DDR	0	0	690,867	0	0	**690,867**
Total		**825,000**	**0**	**7,668,625**	**0**	**0**	**8,493,625**

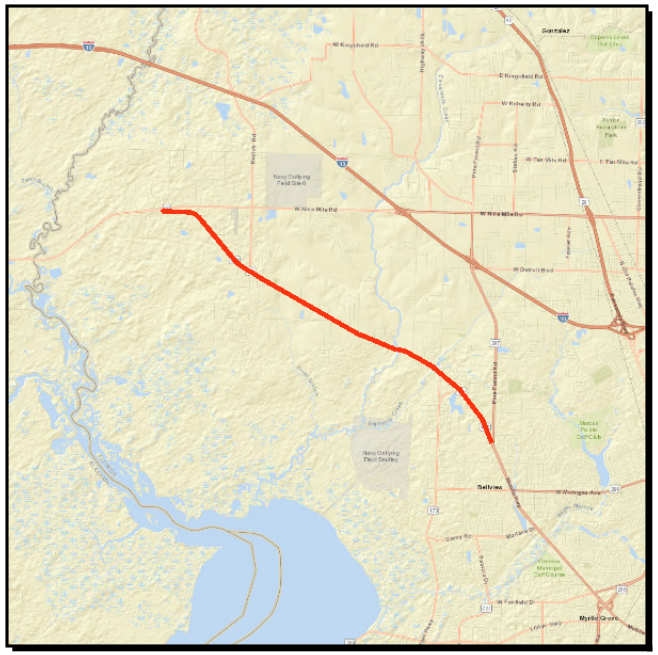
Prior Cost < 2019/20: 200

Future Cost > 2023/24: 0

Total Project Cost: 8,493,825

Project Description: Resurfacing of SR 95 (US 29 Pensacola Boulevard) from SR 296 (Brent Lane) to S of SR 8 (I-10).

4377641 **SR 10A (US 90)** **Non-SIS**



Work Summary: RESURFACING

From: SR 10 (US 90A) 9MI

To: W OF SR 297 PINE FOREST RD

Lead Agency: FDOT

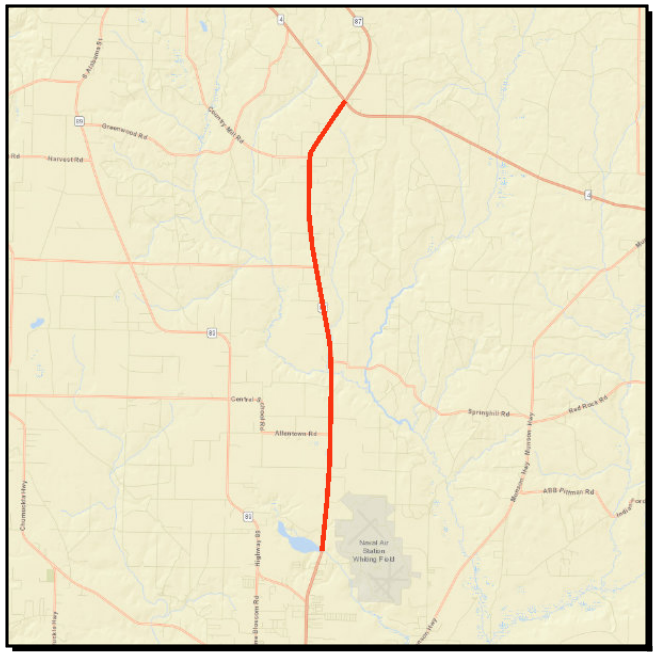
Length: 7.602 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	DIH	92,500	0	0	0	0	**92,500**
PE	DDR	925,000	0	0	0	0	**925,000**
ROW	DIH	0	5,000	0	0	0	**5,000**
ROW	DDR	0	45,000	0	0	0	**45,000**
CST	DS	0	0	6,685,395	0	0	**6,685,395**
CST	DIH	0	0	66,854	0	0	**66,854**
CST	DDR	0	0	668,539	0	0	**668,539**
Total		**1,017,500**	**50,000**	**7,420,788**	**0**	**0**	**8,488,288**

Prior Cost < 2019/20: 200
Future Cost > 2023/24: 0
Total Project Cost: 8,488,488
Project Description: Resurfacing of SR 10A (US 90) from SR 10 (US 90A) Nine Mile Road to West of SR 297 (Pine Forest Road).

4397211 **SR 87** **Non-SIS**



Work Summary: RESURFACING

From: S OF CLEAR CREEK

To: N OF SR 4

Lead Agency: FDOT

Length: 14.059 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	DS	893,004	0	0	0	0	**893,004**
CST	DIH	59,760	0	0	0	0	**59,760**
CST	DDR	597,600	0	0	0	0	**597,600**
CST	ACSA	5,082,993	0	0	0	0	**5,082,993**
Total		**6,633,357**	**0**	**0**	**0**	**0**	**6,633,357**

Prior Cost < 2019/20: 1,015,095

Future Cost > 2023/24: 0

Total Project Cost: 7,648,452

Project Description: Please note the segment from Springhill Road to N. of SR 4 is NOT within the TPO Planning area. That segment is included for Rural Work Program reference.
Resurfacing of SR 87 from south of Clear Creek to north of SR 4.

4397351 **SR 292 N PACE BLVD** **Non-SIS**

Work Summary: RESURFACING

From: BARRANCAS AVE

To: MASSACHUSETTS AVE

Lead Agency: FDOT

Length: 3.909 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	DIH	64,000	0	0	0	0	**64,000**
PE	DDR	640,000	0	0	0	0	**640,000**
RRU	DDR	0	0	200,000	0	0	**200,000**
CST	DIH	0	0	66,009	0	0	**66,009**
CST	SA	0	0	6,600,870	0	0	**6,600,870**
CST	DDR	0	0	660,087	0	0	**660,087**
Total		**704,000**	**0**	**7,526,966**	**0**	**0**	**8,230,966**

Prior Cost < 2019/20: 200
Future Cost > 2023/24: 0
Total Project Cost: 8,231,166
Project Description: Resurfacing of SR 292 (North Pace Boulevard) from Barrancas Avenue to Massachusetts Avenue.

4415411 **SR 281 AVALON BLVD** **Non-SIS**

Work Summary: RESURFACING

From: SR 30 (US 98) GULF BREEZE PKWY

To: GARCON POINT BRIDGE

Lead Agency: FDOT

Length: .887 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	DS	0	1,426,635	0	0	0	**1,426,635**
CST	DIH	0	14,980	0	0	0	**14,980**
CST	DDR	0	149,797	0	0	0	**149,797**
Total		**0**	**1,591,412**	**0**	**0**	**0**	**1,591,412**

Prior Cost < 2019/20: 50,000
Future Cost > 2023/24: 0
Total Project Cost: 1,641,412
Project Description: Resurfacing of SR 281 (Avalon Boulevard) from SR 30 (US 98) Gulf Breeze Parkway to Garcon Point Bridge.

4415881 **SR 8 (I-10)** **SIS**

Work Summary: RESURFACING

From: E OF SR 281 AVALON BLVD

To: E OF SR 87

Lead Agency: FDOT

Length: 14.355 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	ACNP	0	24,064,951	0	0	0	**24,064,951**
Total		**0**	**24,064,951**	**0**	**0**	**0**	**24,064,951**

Prior Cost < 2019/20: 1,551,655
Future Cost > 2023/24: 0
Total Project Cost: 25,616,606
Project Description: Resurfacing of SR 8 (I-10) from East of SR 281 (Avalon Boulevard) to East of SR 87.

4415931 **SR 8 (I-10) ESCAMBIA COUNTY WELCOME CENTER** **SIS**

Work Summary: RESURFACING

From: OFF RAMP

To: ON RAMP

Lead Agency: FDOT

Length: .357 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
CST	DRA	0	3,754,524	0	0	0	**3,754,524**
CST	DIH	0	43,193	0	0	0	**43,193**
CST	ACNP	0	331,064	0	0	0	**331,064**
Total		**0**	**4,128,781**	**0**	**0**	**0**	**4,128,781**

Prior Cost < 2019/20: 465,925
Future Cost > 2023/24: 0
Total Project Cost: 4,594,706
Project Description: Resurfacing of SR 8 (I-10) Escambia County Welcome Center from Off Ramp to On Ramp including parking lot.

4436481 **SR 292 BARRANCAS AVE** **Non-SIS**

Work Summary: RESURFACING

From: MANCHESTER ST

To: BAYOU CHICO BRIDGE

Lead Agency: FDOT

Length: 1.740 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	DIH	67,000	0	0	0	0	**67,000**
PE	DS	670,000	0	0	0	0	**670,000**
CST	DS	0	0	3,108,016	0	0	**3,108,016**
CST	DIH	0	0	40,405	0	0	**40,405**
CST	DDR	0	0	404,042	0	0	**404,042**
Total		**737,000**	**0**	**3,552,463**	**0**	**0**	**4,289,463**

Prior Cost < 2019/20: 200
Future Cost > 2023/24: 0
Total Project Cost: 4,289,663
Project Description: Resurfacing of SR 292 (Barrancas Avenue) from Manchester Street to Bayou Chico Bridge.

4436511 **SR 298** **Non-SIS**

Work Summary: RESURFACING

From: SR 30 (US 98)/CR 297

To: E OF SR 727 FAIRFIELD DR

Lead Agency: FDOT

Length: 4.169 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	DIH	86,000	0	0	0	0	**86,000**
PE	DS	860,000	0	0	0	0	**860,000**
CST	DS	0	0	5,369,723	0	0	**5,369,723**
CST	DIH	0	0	64,436	0	0	**64,436**
CST	DDR	0	0	644,367	0	0	**644,367**
Total		**946,000**	**0**	**6,078,526**	**0**	**0**	**7,024,526**

Prior Cost < 2019/20: 200
Future Cost > 2023/24: 0
Total Project Cost: 7,024,726
Project Description: Resurfacing of SR 298 from SR 30 (US 98)/CR 297 to East of SR 727 (Fairfield Drive).

4436561 **SR 292 SORRENTO RD** **Non-SIS**

Work Summary: RESURFACING

From: THEO BAARS BRIDGE

To: S OF CR 293 BAUER RD

Lead Agency: FDOT

Length: 2.248 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	DIH	62,500	0	0	0	0	**62,500**
PE	DS	625,000	0	0	0	0	**625,000**
CST	DIH	0	0	33,328	0	0	**33,328**
CST	SA	0	0	2,563,678	0	0	**2,563,678**
CST	DDR	0	0	333,278	0	0	**333,278**
Total		**687,500**	**0**	**2,930,284**	**0**	**0**	**3,617,784**

Prior Cost < 2019/20: 0

Future Cost > 2023/24: 0

Total Project Cost: 3,617,784

Project Description: Resurfacing of SR 292 (Sorrento Road) from Theo Baars Bridge to South of CR 293 (Bauer Road).

4436581 **SR 750 AIRPORT BLVD** **SIS**

Work Summary: RESURFACING

From: W OF CR95A N PALAFOX ST

To: SR 291 DAVIS HWY

Lead Agency: FDOT

Length: 1.422 MI

LRTP #: Final Report p. 7-6

Phase	Fund Source	2019/20	2020/21	2021/22	2022/23	2023/24	Total
PE	DIH	48,000	0	0	0	0	**48,000**
PE	DS	480,000	0	0	0	0	**480,000**
RRU	DS	0	0	200,000	0	0	**200,000**
CST	DS	0	0	2,672,909	0	0	**2,672,909**
CST	DIH	0	0	34,748	0	0	**34,748**
CST	DDR	0	0	347,478	0	0	**347,478**
Total		**528,000**	**0**	**3,255,135**	**0**	**0**	**3,783,135**

Prior Cost < 2019/20: 200
Future Cost > 2023/24: 0
Total Project Cost: 3,783,335
Project Description: Resurfacing of SR 750 (Airport Boulevard) from West of CR 95A (North Palafox Street) to SR 291 (Davis Highway).

Appendix A

Acronyms/Definitions

ALDOT Alabama Department of Transportation: State agency responsible for transportation issues and planning in Alabama

BPAC Bicycle/Pedestrian Advisory Committee: Advisory committee utilized by metropolitan planning organizations (MPOs) for specialized citizen input into the transportation planning process.

BRATS Baldwin Rural Area Transportation System: Public Transit System

CAC Citizens' Advisory Committee: Advisory committee utilized by most metropolitan planning organizations (MPOs) for citizen input into the transportation planning process.

CFR Code of Federal Regulations: Compilation of the rules of the executive department and agencies of the federal government

CMAQ Congestion Mitigation and Air Quality Improvement Program: A new categorical funding program created under ISTEA which directs funding to projects that contribute to meeting national air quality standards in non-attainment areas for ozone and carbon monoxide.

CMPP Congestion Management Process Plan: This plan assists decision-makers in selecting cost effective, short term strategies to enhance the mobility of people and goods by rating the performance of existing transportation facilities

CTC Community Transportation Coordinators: People contracted by the Transportation Disadvantaged Commission to provide complete, cost-effective and efficient transportation services to transportation disadvantaged (TD) persons.

CTST Community Traffic Safety Team: Florida's Community Traffic Safety Teams (CTSTs) are locally based groups of highway safety advocates who are committed to solving traffic safety problems through a comprehensive, multi-jurisdictional, multi-disciplinary approach. Members include local city, county, state, and occasionally federal agencies, as well as private industry representatives and local citizens.

DEO Department of Economic Opportunity: State land planning and community development agency responsible for a number of programs, including Chapters 163 and 380 of the Florida Statutes (F.S.).

DEP Florida Department of Environmental Protection: State agency responsible for the implementation of most of Florida's environmental regulations, including air monitoring and assessment; formerly the Departments of Natural Resources and Environmental Regulation.

ECAT Escambia County Area Transit: Public transportation system.

EMO Environmental Management Office: The office at the Florida Department of Transportation responsible for protecting and enhancing a sustainable human and natural environment while developing safe, cost effective, and efficient transportation systems.

EPA Environmental Protection Agency: A federal agency responsible for dealing with national environmental issues.

FAA Federal Aviation Administration: Federal entity responsible for overseeing air commerce, air traffic control, noise abatement and other related issues.

FAST Fixing America's Surface Transportation Act. Federal legislation that was signed into law on December 4 2015 that funds surface transportation programs at over $300 billion for fiscal years 2016 through 2020.

FDOT Florida Department of Transportation: State agency responsible for transportation issues and planning in Florida.

FHWA Federal Highway Administration: Division of the U.S. Department of Transportation responsible for administrating federal highway transportation programs.

F.S. Florida Statutes: Documents in which Florida's laws are found.

FTA Federal Transit Administration: A statewide, comprehensive transportation plan which establishes long-range goals to be accomplished over a 20-25 year time frame; developed by Florida Department of Transportation (FDOT); updated on an annual basis.

FTP Florida Transportation Plan: A statewide, comprehensive transportation plan which establishes long-range goals to be accomplished over a 20-25 year time frame; developed by Florida Department of Transportation (FDOT); updated on an annual basis.

FY Fiscal Year: A budget year; runs from July 1 through June 30 for the state of Florida, and from October 1 through September 30 for the federal government.

ICE Intergovernmental Coordination Element: Required element of a local government comprehensive plan addressing coordination between adjacent local governments, and regional and state agencies; requirements for content are found in Rule 9J-5.015, F.A.C. and 163.3177(6)(h), F.S.

ITS Intelligent Transportation System: The use of computer and communications technology to facilitate the flow of information between traveler and system operators to improve mobility and transportation productivity.

JPA Joint Participation Agreement: Legal instrument describing intergovernmental tasks to be accomplished and/or funds to be paid between government agencies. K Design Hour Factor: Used to convert daily traffic counts to hourly traffic counts, and annual average traffic counts to peak season traffic counts; most road are designed for peak hour, peak season traffic counts. LDR Land Development Regulations: Local development regulations used to implement comprehensive plans; required by 9J-5.006, F.A.C. and Chapter 163.3177(6)(a), F.S.

LAP Local Agency Program: Agreement negotiated between a Local Agency and FDOT allocating Federal funds to a transportation project.

LRC Long Range Component: The part of the Florida Transportation Plan (FTP) that addresses a time span of about 20 years; updated at least every five years to reflect changes in the issues, goals and long range objectives.

LRTP Long Range Transportation Plan: A 20 year forecast plan required of state planning agencies and TPO/MPOs; it must consider a wide range of social, environmental, energy and economic factors in determining overall regional goals and consider how transportation can best meet these goals.

MAP 21 Moving Ahead for Progress in the 21st Century Act. Federal legislation that was signed into law on July 6, 2012 that funds surface transportation programs at over $105 billion for fiscal years 2013 and 2014.

MPO See TPO

MPOAC Metropolitan Planning Organization Advisory Council: An advisory council, consisting of one member from each TPO, which serves the principal forum for collaborative policy discussion in urban areas; it was created by law to assist the TPO/MPOs in carrying out the urbanized area transportation planning process.

NHS National Highway System: Specific major roads to be designated by September 30, 1995; the NHS will consist of 155,000 (plus or minus 15%) miles of road and represents one category of roads eligible for federal funds under ISTEA.

RTPO Regional Transportation Planning Organization:

ROW Right-of-Way: Real property that is used for transportation purposes; defines the extent of the corridor that can be used for the road and associated drainage.

RPC Regional Planning Council: A multipurpose organization composed of representatives of local governments and appointed representatives from the geographic area covered by the council, and designated as the primary organization to address problems and plan solutions that are of greater than local concern or scope; currently 11 regional planning councils exist in Florida.

SAFETEA-LU Safe, Accountable, Flexible, and Efficient Transportation Equity Act, a Legacy for Users: Federal legislation that was signed into law on August 10th 2005. This legislation built upon the ISTEA and TEA-21 premises but advocated a new direction in transportation planning, as evidenced by its name.

SIS Strategic Intermodal System: The SIS is a transportation system that is made up of statewide and regionally significant facilities and services (strategic), that contains all forms of transportation for moving both people and goods, including linkages that provide for smooth and efficient transfers between modes and major facilities (intermodal), and that integrates individual facilities, services, forms of transportation (modes) and linkages into a single, integrated transportation network (system)

SRTS Safe Routes to School: The Safe Routes to School Program (SRTS) was authorized in August 2005 by Section 1404 of the federal transportation act, SAFETEA-LU (the *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users*). SRTS funds are administered through the seven FDOT Districts and overseen by the State Safe Routes to School Coordinator Program guidelines and other program documents have been developed to create a competitive application process for infrastructure projects and non-infrastructure programs.

STIP State Transportation Improvement Program: A staged, multiyear, statewide, intermodal program that is consistent with the state and metropolitan transportation plans; identifies the priority transportation projects to be done over the next three years; is developed by the Florida Department of Transportation (FDOT) and must be approved by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) at least every two years.

TAP Transportation Alternatives Program. Provides funding for programs and projects defined as transportation alternatives, including on and off road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, community improvement activities, and environmental mitigation, recreational trail program projects, safe routes to school projects, and projects for the planning design or construction of boulevards and other roadways largely in the right-of-way of former Interstate System routes or other divided highways.

TCC Technical Coordinating Committee: A standing committee of most metropolitan planning organizations (MPOs); function is to provide advice on plans or actions of the MPO from planners, engineers and other staff members (not general citizens.)

TD Transportation Disadvantaged: People who are unable to transport themselves or to purchase transportation due to disability, income status or age.

TDP Transit Development Program: A plan developed by the transit operator and endorsed by the TPO; it addresses public transportation needs, operations, services, and contains a financial plan. The plan has a 10-year horizon, with a major update every five years, and it also requires annual updates.

TDSP Transportation Disadvantage Service Plan: A five year plan which reviews the need for Transportation Disadvantaged services, goals, objectives, and performance measures; it is updated annually.

TIP Transportation Improvement Program: A priority list of transportation projects developed by a metropolitan planning organization that is to be carried out within the five year period following its adoption; must include documentation of federal and state funding sources for each project and be consistent with adopted local comprehensive plans.

TPO (MPO) Transportation or Metropolitan Planning Organization: The forum for cooperative transportation decision-making; required for urbanized areas with populations over 50,000.

TSM Transportation Systems Management: Strategies to improve the efficiency of the transportation system through operational improvements such as the use of bus priority or reserved lanes, signalization, access management, turn restrictions, etc.

UPWP Unified Planning Work Program: Developed by Metropolitan Planning Organizations (MPOs); identifies all transportation and transportation air quality activities anticipated within the next one to two years, including schedule for completing, who is doing it, and products to be produced

Appendix B

Phase and Fund Codes

FDOT FUNDING AND PHASE CODES

OWPB Systems Support Jason Shiver - Manager

Work Program Instructions Appendix D Codes

As Of: 1/28/2019

Code Type: Fund Code

Submit Reset

Code	Description	Fund Group	Fund Group Description
ACAN	ADVANCE CONSTRUCTION ANY AREA	F32	O.F.A. - AC FUNDING
ACBR	ADVANCE CONSTRUCTION (BRT)	F22	NH - AC FUNDING
ACBZ	ADVANCE CONSTRUCTION (BRTZ)	F32	O.F.A. - AC FUNDING
ACCM	ADVANCE CONSTRUCTION (CM)	F32	O.F.A. - AC FUNDING
ACEM	EARMARKS AC	F43	100% FEDERAL DEMO/EARMARK
ACER	ADVANCE CONSTRUCTION (ER)	F32	O.F.A. - AC FUNDING
ACFP	AC FREIGHT PROG (NFP)	F32	O.F.A. - AC FUNDING
ACID	ADV CONSTRUCTION SAFETY (HSID)	F32	O.F.A. - AC FUNDING
ACLD	ADV CONSTRUCTION SAFETY (HSLD)	F32	O.F.A. - AC FUNDING
ACNH	ADVANCE CONSTRUCTION (NH)	F22	NH - AC FUNDING
ACNP	ADVANCE CONSTRUCTION NHPP	F22	NH - AC FUNDING
ACSA	ADVANCE CONSTRUCTION (SA)	F32	O.F.A. - AC FUNDING
ACSB	ADVANCE CONSTRUCTION (SABR)	F32	O.F.A. - AC FUNDING
ACSL	ADVANCE CONSTRUCTION (SL)	F32	O.F.A. - AC FUNDING
ACSN	ADVANCE CONSTRUCTION (SN)	F32	O.F.A. - AC FUNDING
ACSS	ADVANCE CONSTRUCTION (SS,HSP)	F32	O.F.A. - AC FUNDING
ACSU	ADVANCE CONSTRUCTION (SU)	F32	O.F.A. - AC FUNDING
ACTA	ADVANCE CONSTRUCTION TALT	F32	O.F.A. - AC FUNDING
ACTL	ADVANCE CONSTRUCTION TALL	F32	O.F.A. - AC FUNDING
ACTN	ADVANCE CONSTRUCTION TALN	F32	O.F.A. - AC FUNDING
ACTU	ADVANCE CONSTRUCTION TALU	F32	O.F.A. - AC FUNDING
BNBR	AMENDMENT 4 BONDS (BRIDGES)	N31	BONDS
BNDS	BOND - STATE	N31	BONDS
BNIR	INTRASTATE R/W & BRIDGE BONDS	N31	BONDS
BRAC	BRT (AC/REGULAR)	F34	O.F.A. - AC/REGULAR
BRP	STATE BRIDGE REPLACEMENT	N11	100% STATE
BRRP	STATE BRIDGE REPAIR & REHAB	N11	100% STATE
BRT	FED BRIDGE REPL - ON SYSTEM	F31	O.F.A. - REGULAR FUNDS
BRTD	FED BRIDGE REPL--DISCRETIONARY	F33	O.F.A. - DEMO/EARMARK FUNDS
BRTZ	FED BRIDGE REPL - OFF SYSTEM	F31	O.F.A. - REGULAR FUNDS
CFA	CONTRACTOR FUNDS ADVANCE	N49	OTHER NON-FEDERAL FUNDS
CIGP	COUNTY INCENTIVE GRANT PROGRAM	N12	100% STATE - SINGLE AUDIT ACT
CM	CONGESTION MITIGATION - AQ	F31	O.F.A. - REGULAR FUNDS
COE	CORP OF ENGINEERS (NON-BUDGET)	F49	100% FEDERAL NON-FHWA
COOP	COOPERATIVE AGREEMENTS - FHWA	F49	100% FEDERAL NON-FHWA
D	UNRESTRICTED STATE PRIMARY	N11	100% STATE
DC	STATE PRIMARY PE CONSULTANTS	N11	100% STATE
DDR	DISTRICT DEDICATED REVENUE	N11	100% STATE
DEM	ENVIRONMENTAL MITIGATION	N11	100% STATE
DER	EMERGENCY RELIEF - STATE FUNDS	N11	100% STATE
DFTA	FED PASS-THROUGH $ FROM FTA	F49	100% FEDERAL NON-FHWA
DI	ST. - S/W INTER/INTRASTATE HWY	N11	100% STATE
DIH	STATE IN-HOUSE PRODUCT SUPPORT	N11	100% STATE
DIOH	STATE 100% - OVERHEAD	N11	100% STATE
DIS	STRATEGIC INTERMODAL SYSTEM	N11	100% STATE
DITS	STATEWIDE ITS - STATE 100%.	N11	100% STATE
DL	LOCAL FUNDS - PTO - BUDGETED	N44	LOCAL
DPTO	STATE - PTO	N11	100% STATE
DRA	REST AREAS - STATE 100%	N11	100% STATE
DS	STATE PRIMARY HIGHWAYS & PTO	N11	100% STATE
DSB0	UNALLOCATED TO FACILITY	N41	TOLL CAPITAL IMPROVEMENT

DSB1	SKYWAY	N41	TOLL CAPITAL IMPROVEMENT
DSB2	EVERGLADES PKY/ALLIGATOR ALLEY	N41	TOLL CAPITAL IMPROVEMENT
DSB3	PINELLAS BAYWAY	N41	TOLL CAPITAL IMPROVEMENT
DSB6	TAMPA-HILLSBOROUGH EXPR. AUTH.	N41	TOLL CAPITAL IMPROVEMENT
DSB7	MID-BAY BRIDGE AUTHORITY	N41	TOLL CAPITAL IMPROVEMENT
DSBC	GARCON POINT BRIDGE	N41	TOLL CAPITAL IMPROVEMENT
DSBD	I-95 EXPRESS LANES	N41	TOLL CAPITAL IMPROVEMENT
DSBF	I-595	N41	TOLL CAPITAL IMPROVEMENT
DSBG	I-75 ML TOLL CAP IMPROVEMENT	N41	TOLL CAPITAL IMPROVEMENT
DSBH	I-4 ML TOLL CAP IMPROVEMENT	N41	TOLL CAPITAL IMPROVEMENT
DSBI	PALMETTO ML TOLL CAP IMPROVE	N41	TOLL CAPITAL IMPROVEMENT
DSBJ	I-295 EXPRESS LANES - CAPITAL	N41	TOLL CAPITAL IMPROVEMENT
DSBK	TAMPA BAY EXPRESS LANES	N41	TOLL CAPITAL IMPROVEMENT
DSBT	TURNPIKE/REIMBURSED BY TOLL	N41	TOLL CAPITAL IMPROVEMENT
DSBW	WEKIVA PARKWAY	N41	TOLL CAPITAL IMPROVEMENT
DSPC	SERVICE PATROL CONTRACT	N11	100% STATE
DU	STATE PRIMARY/FEDERAL REIMB	F49	100% FEDERAL NON-FHWA
DWS	WEIGH STATIONS - STATE 100%	N11	100% STATE
EB	EQUITY BONUS	F31	O.F.A. - REGULAR FUNDS
EBBP	EQUITY BONUS SUPPLEMENTING BDG	F34	O.F.A. - AC/REGULAR
EBNH	EQUITY BONUS SUPPLEMENTING NH	F34	O.F.A. - AC/REGULAR
EBOH	EQUITY BONUS - OVERHEAD	F31	O.F.A. - REGULAR FUNDS
EM18	GAA EARMARKS FY 2018	N11	100% STATE
EM19	GAA EARMARKS FY 2019	N11	100% STATE
ER12	2012 EMERGENCY RELIEF EVENTS	F42	100% FEDERAL EMERGENCY FUNDS
ER13	2013 EMERGENCY RELIEF EVENTS	F42	100% FEDERAL EMERGENCY FUNDS
ER14	SPRING FLOODING 2014	F42	100% FEDERAL EMERGENCY FUNDS
ER16	2016 EMERGENCY RELIEF EVENTS	F42	100% FEDERAL EMERGENCY FUNDS
ER17	2017 EMERGENCY RELIEF EVENTS	F42	100% FEDERAL EMERGENCY FUNDS
ER18	2018 EMERGENCY RELIEF EVENTS	F42	100% FEDERAL EMERGENCY FUNDS
F001	FEDERAL DISCRETIONARY - US19	F33	O.F.A. - DEMO/EARMARK FUNDS
F330	SEC 330 STP EARMARKS 2003	F43	100% FEDERAL DEMO/EARMARK
FAA	FEDERAL AVIATION ADMIN	F49	100% FEDERAL NON-FHWA
FBD	FERRYBOAT DISCRETIONARY	F33	O.F.A. - DEMO/EARMARK FUNDS
FCO	PRIMARY/FIXED CAPITAL OUTLAY	N11	100% STATE
FD21	FDM-DODGE ISLAND TUNNEL	F33	O.F.A. - DEMO/EARMARK FUNDS
FEDR	FEDERAL RESEARCH ACTIVITIES	F43	100% FEDERAL DEMO/EARMARK
FEMA	FED EMERGENCY MGT AGENCY	F49	100% FEDERAL NON-FHWA
FHPP	FEDERAL HIGH PRIORITY PROJECTS	F33	O.F.A. - DEMO/EARMARK FUNDS
FINC	FINANCING CORP	N51	FINC - FINANCING CORP.
FLEM	FL DIV OF EMERGENCY MANAGEMENT	N49	OTHER NON-FEDERAL FUNDS
FSF1	FED STIMULUS, S/W MANAGED	F45	100% FEDERAL STIMULUS PROGRAM
FTA	FEDERAL TRANSIT ADMINISTRATION	F49	100% FEDERAL NON-FHWA
FTAT	FHWA TRANSFER TO FTA (NON-BUD)	F43	100% FEDERAL DEMO/EARMARK
GFSA	GF STPBG ANY AREA	F31	O.F.A. - REGULAR FUNDS
GFSL	GF STPBG <200K<5K (SMALL URB)	F31	O.F.A. - REGULAR FUNDS
GFSN	GF STPBG <5K (RURAL)	F31	O.F.A. - REGULAR FUNDS
GFSP	GENERAL FUND SAFETY PROGRAM	F31	O.F.A. - REGULAR FUNDS
GFSU	GF STPBG >200 (URBAN)	F31	O.F.A. - REGULAR FUNDS
GMR	GROWTH MANAGEMENT FOR SIS	N11	100% STATE
GR17	GENERAL REVENUE FOR FY2017 GAA	N11	100% STATE
GREM	GENERAL REVENUE EMERGENCY MGMT	N11	100% STATE
GRSC	GROWTH MANAGEMENT FOR SCOP	N11	100% STATE
HP	FEDERAL HIGHWAY PLANNING	F31	O.F.A. - REGULAR FUNDS
HPP	HIGH PRIORITY PROJECTS	F43	100% FEDERAL DEMO/EARMARK
HR	FEDERAL HIGHWAY RESEARCH	F31	O.F.A. - REGULAR FUNDS
HRRR	HIGH RISK RURAL ROAD	F31	O.F.A. - REGULAR FUNDS
HSID	INTERSECTION CRASHES	F31	O.F.A. - REGULAR FUNDS
HSLD	LANE DEPARTURE CRASHES	F31	O.F.A. - REGULAR FUNDS
HSP	SAFETY (HIWAY SAFETY PROGRAM)	F31	O.F.A. - REGULAR FUNDS
HSPT	SAFETY EDUCATIONAL-TRANSFERRED	F31	O.F.A. - REGULAR FUNDS

	INNOVATIVE BRIDGE RES & CONST	F43	100% FEDERAL DEMO/EARMARK
IM	INTERSTATE MAINTENANCE	F11	I, IM - REGULAR FUNDING
IMAC	IM (AC/REGULAR)	F13	IM - AC/REGULAR
IMD	INTERSTATE MAINTENANCE DISCRET	F14	I, IM - DISCRETIONARY
IVH	INTELLIGENT VEHICLE HIWAY SYST	F33	O.F.A. - DEMO/EARMARK FUNDS
LF	LOCAL FUNDS	N44	LOCAL
LFB	LOCAL FUNDS BUDGET	N44	LOCAL
LFBN	LOCAL TO RESERVE BNDS BUDGET	N31	BONDS
LFD	"LF" FOR STTF UTILITY WORK	N11	100% STATE
LFF	LOCAL FUND - FOR MATCHING F/A	N44	LOCAL
LFI	LOCAL FUNDS INTEREST EARNED	N44	LOCAL
LFNE	LOCAL FUNDS NOT IN ESCROW	N44	LOCAL
LFP	LOCAL FUNDS FOR PARTICIPATING	N44	LOCAL
LFR	LOCAL FUNDS/REIMBURSIBLE	N44	LOCAL
LFRF	LOCAL FUND REIMBURSABLE-FUTURE	N44	LOCAL
LFU	LOCAL FUNDS_FOR UNFORSEEN WORK	N11	100% STATE
MCSG	MOTOR CARRIER SAFETY GRANT	F49	100% FEDERAL NON-FHWA
NFP	NATIONAL FREIGHT PROGRAM	F31	O.F.A. - REGULAR FUNDS
NFPD	NAT FREIGHT PGM-DISCRETIONARY	F31	O.F.A. - REGULAR FUNDS
NH	PRINCIPAL ARTERIALS	F21	NH - REGULAR FUNDING
NHAC	NH (AC/REGULAR)	F23	NH - AC/REGULAR
NHBR	NATIONAL HIGWAYS BRIDGES	F21	NH - REGULAR FUNDING
NHEX	NATIONAL PERFORM PROG. EXEMPT	F21	NH - REGULAR FUNDING
NHPP	IM, BRDG REPL, NATNL HWY-MAP21	F21	NH - REGULAR FUNDING
NHRE	NAT HWY PERFORM - RESURFACING	F31	O.F.A. - REGULAR FUNDS
NHTS	NATIONAL HWY TRAFFIC SAFETY	F49	100% FEDERAL NON-FHWA
NSTP	NEW STARTS TRANSIT PROGRAM	N11	100% STATE
NSWR	2015 SB2514A-NEW STARTS TRANST	N11	100% STATE
PKBD	TURNPIKE MASTER BOND FUND	N21	TURNPIKE CAPITAL IMPROVEMENT
PKED	2012 SB1998-TURNPIKE FEEDER RD	N11	100% STATE
PKER	TPK MAINTENANCE RESERVE-ER	N24	TURNPIKE EMERGENCY
PKLF	LOCAL SUPPORT FOR TURNPIKE	N45	LOCAL - TURNPIKE
PKM1	TURNPIKE TOLL MAINTENANCE	N21	TURNPIKE CAPITAL IMPROVEMENT
PKOH	TURNPIKE INDIRECT COSTS	N21	TURNPIKE CAPITAL IMPROVEMENT
PKYI	TURNPIKE IMPROVEMENT	N21	TURNPIKE CAPITAL IMPROVEMENT
PKYO	TURNPIKE TOLL COLLECTION/OPER.	N22	TURNPIKE OPERATIONS
PKYR	TURNPIKE RENEWAL & REPLACEMENT	N21	TURNPIKE CAPITAL IMPROVEMENT
PL	METRO PLAN (85% FA; 15% OTHER)	F41	100% FEDERAL FUNDS
PLH	PUBLIC LANDS HIGHWAY	F41	100% FEDERAL FUNDS
PLHD	PUBLIC LANDS HIGHWAY DISCR	F43	100% FEDERAL DEMO/EARMARK
POED	2012 SB1998-SEAPORT INVESTMENT	N11	100% STATE
PORB	PORT FUNDS RETURNED FROM BONDS	N11	100% STATE
PORT	SEAPORTS	N11	100% STATE
RBRP	REIMBURSABLE BRP FUNDS	N11	100% STATE
RECT	RECREATIONAL TRAILS	F31	O.F.A. - REGULAR FUNDS
RED	REDISTR. OF FA (SEC 1102F)	F31	O.F.A. - REGULAR FUNDS
REPE	REPURPOSED FEDERAL EARMARKS	F43	100% FEDERAL DEMO/EARMARK
RHH	RAIL HIGHWAY X-INGS - HAZARD	F31	O.F.A. - REGULAR FUNDS
RHP	RAIL HIGHWAY X-INGS - PROT DEV	F31	O.F.A. - REGULAR FUNDS
S112	STP EARMARKS - 2006	F43	100% FEDERAL DEMO/EARMARK
S115	STP EARMARKS - 2004	F43	100% FEDERAL DEMO/EARMARK
S117	STP EARMARKS - 2005	F43	100% FEDERAL DEMO/EARMARK
S125	STP EARMARKS - 2009	F43	100% FEDERAL DEMO/EARMARK
S129	STP EARMARKS - 2008	F43	100% FEDERAL DEMO/EARMARK
SA	STP, ANY AREA	F31	O.F.A. - REGULAR FUNDS
SAAN	STP, ANY AREA - NOT ON NHS	F31	O.F.A. - REGULAR FUNDS
SABR	STP, BRIDGES	F31	O.F.A. - REGULAR FUNDS
SAFE	SECURE AIRPORTS FOR FL ECONOMY	N11	100% STATE
SB	SCENIC BYWAYS	F33	O.F.A. - DEMO/EARMARK FUNDS
SCED	2012 SB1998-SMALL CO OUTREACH	N11	100% STATE
SCOP	SMALL COUNTY OUTREACH PROGRAM	N12	100% STATE - SINGLE AUDIT ACT

	SMALL COUNTY RESURFACING	N12	100% STATE - SINGLE AUDIT ACT
SCRC	SCOP FOR RURAL COMMUNITIES	N11	100% STATE
SCWR	2015 SB2514A-SMALL CO OUTREACH	N12	100% STATE - SINGLE AUDIT ACT
SE	STP, ENHANCEMENT	F31	O.F.A. - REGULAR FUNDS
SED	STATE ECONOMIC DEVELOPMENT	N11	100% STATE
SIB1	STATE INFRASTRUCTURE BANK	N48	OTHER SIB FUNDS
SIBF	FEDERAL FUNDED SIB	F49	100% FEDERAL NON-FHWA
SIWR	2015 SB2514A-STRATEGIC INT SYS	N11	100% STATE
SL	STP, AREAS <= 200K	F31	O.F.A. - REGULAR FUNDS
SN	STP, MANDATORY NON-URBAN <= 5K	F31	O.F.A. - REGULAR FUNDS
SPN	PROCEED FROM SPONSOR AGREEMENT	N11	100% STATE
SR2E	SAFE ROUTES - EITHER	F31	O.F.A. - REGULAR FUNDS
SR2N	SAFE ROUTES NON-INFRASTRUCTURE	F31	O.F.A. - REGULAR FUNDS
SR2S	SAFE ROUTES - INFRASTRUCTURE	F31	O.F.A. - REGULAR FUNDS
SR2T	SAFE ROUTES - TRANSFER	F31	O.F.A. - REGULAR FUNDS
SROM	SUNRAIL REVENUES FOR O AND M	N49	OTHER NON-FEDERAL FUNDS
SSM	FED SUPPORT SERVICES/MINORITY	F41	100% FEDERAL FUNDS
ST10	STP EARMARKS - 2010	F43	100% FEDERAL DEMO/EARMARK
STED	2012 SB1998-STRATEGIC ECON COR	N11	100% STATE
SU	STP, URBAN AREAS > 200K	F31	O.F.A. - REGULAR FUNDS
TALL	TRANSPORTATION ALTS- <200K	F31	O.F.A. - REGULAR FUNDS
TALN	TRANSPORTATION ALTS- < 5K	F31	O.F.A. - REGULAR FUNDS
TALT	TRANSPORTATION ALTS- ANY AREA	F31	O.F.A. - REGULAR FUNDS
TALU	TRANSPORTATION ALTS- >200K	F31	O.F.A. - REGULAR FUNDS
TCP	FUEL TAX COMPLIANCE PROJECT	F41	100% FEDERAL FUNDS
TCSP	TRANS, COMMUNITY & SYSTEM PRES	F43	100% FEDERAL DEMO/EARMARK
TD18	TD COMMISSION EARMARKS FY 2018	N11	100% STATE
TD19	TD COMMISSION EARMARKS FY 2019	N11	100% STATE
TDDR	TRANS DISADV - DDR USE	N49	OTHER NON-FEDERAL FUNDS
TDED	TRANS DISADV TRUST FUND - $10M	N49	OTHER NON-FEDERAL FUNDS
TDPD	TD PAYROLL REDIST D FUNDS	N11	100% STATE
TDTF	TRANS DISADV - TRUST FUND	N49	OTHER NON-FEDERAL FUNDS
TGR	TIGER/BUILD GRANT THROUGH FHWA	F43	100% FEDERAL DEMO/EARMARK
TIFI	TRANS INFRAST FIN & INNOV ACT	F49	100% FEDERAL NON-FHWA
TIFR	TIFIA FUNDS REDISTRIBUTED	F41	100% FEDERAL FUNDS
TIGR	TIGER/BUILD HIGHWAY GRANT	F49	100% FEDERAL NON-FHWA
TIMP	TRANSPORTATION IMPROVEMENTS	F33	O.F.A. - DEMO/EARMARK FUNDS
TLWR	2015 SB2514A-TRAIL NETWORK	N11	100% STATE
TM01	SUNSHINE SKYWAY	N43	TOLL MAINTENANCE
TM02	EVERGLADES PARKWAY	N43	TOLL MAINTENANCE
TM03	PINELLAS BAYWAY	N43	TOLL MAINTENANCE
TM06	TAMPA-HILLSBOROUGH EXPR. AUTH.	N43	TOLL MAINTENANCE
TM07	MID-BAY BRIDGE AUTHORITY	N43	TOLL MAINTENANCE
TM11	ORLANDO-ORANGE CO. EXPR. SYSTE	N43	TOLL MAINTENANCE
TMBC	GARCON POINT BRIDGE	N43	TOLL MAINTENANCE
TMBD	I-95 EXPRESS LANES	N43	TOLL MAINTENANCE
TMBG	I-75 ML TOLL MAINTENANCE	N43	TOLL MAINTENANCE
TMBH	I-4 ML TOLL MAINTENANCE	N43	TOLL MAINTENANCE
TMBI	PALMETTO ML TOLL MAINTENANCE	N43	TOLL MAINTENANCE
TMBJ	I-295 EXPRESS LANES - MAINT	N43	TOLL MAINTENANCE
TMBK	TAMPA BAY EXPRESS LANES-MAINT	N43	TOLL MAINTENANCE
TMBW	WEKIVA PARKWAY TOLL MAINT	N43	TOLL MAINTENANCE
TO01	SUNSHINE SKYWAY	N42	TOLL OPERATIONS
TO02	EVERGLADES PARKWAY	N42	TOLL OPERATIONS
TO03	PINELLAS BAYWAY	N42	TOLL OPERATIONS
TO04	MIAMI-DADE EXPRESSWAY AUTH.	N42	TOLL OPERATIONS
TO06	TAMPA-HILLSBOROUGH EXPR. AUTH.	N42	TOLL OPERATIONS
TO07	MID-BAY BRIDGE AUTHORITY	N42	TOLL OPERATIONS
TO11	ORLANDO-ORANGE CO. EXPR. SYST.	N42	TOLL OPERATIONS
TOBC	GARCON POINT BRIDGE	N42	TOLL OPERATIONS
TOBD	I-95 EXPRESS LANES	N42	TOLL OPERATIONS

	I-595	N42	TOLL OPERATIONS
TOBG	I-75 ML TOLL OPERATIONS	N42	TOLL OPERATIONS
TOBH	I-4 ML TOLL OPERATIONS	N42	TOLL OPERATIONS
TOBI	PALMETTO ML TOLL OPERATIONS	N42	TOLL OPERATIONS
TOBJ	I-295 EXPRESS LANES-OPERATING	N42	TOLL OPERATIONS
TOBK	TAMPA BAY EXP LANES OPERATING	N42	TOLL OPERATIONS
TOBW	WEKIVA PARKWAY TOLL OPERATIONS	N42	TOLL OPERATIONS
TPFP	TRUCK PARKING FACILITIES PGM	F33	O.F.A. - DEMO/EARMARK FUNDS
TRIP	TRANS REGIONAL INCENTIVE PROGM	N12	100% STATE - SINGLE AUDIT ACT
TRWR	2015 SB2514A-TRAN REG INCT PRG	N12	100% STATE - SINGLE AUDIT ACT
TSM	TRANSPORT SYSTEMS MANAGEMENT	F41	100% FEDERAL FUNDS
VPPP	VALUE PRICING PILOT PROGRAM	F33	O.F.A. - DEMO/EARMARK FUNDS
WKBL	2012 SB1998-TRANS BEACHLINE-TP	N11	100% STATE
WKOC	2012 SB1998-REPAYMNT OOC DEBT	N11	100% STATE

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Lisa Saliba: Lisa.Saliba@dot.state.fl.us or call 850-414-4622

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Consistent, Predictable, Repeatable

ALDOT FUNDING AND PHASE CODES

FUNDING CODES

FED_CAT_ID	Cat Description	PREFIX ID	PGM_ID	FED_APPR_ID	PGM_NA	FED_APPR_DS	FED_ACT_CD
01	INTERSTATE		EACI	0080	ADCON I 36MO PAYBK	ADV. CONST. INTERSTATE	N
01	INTERSTATE	ACI	ACIN	0080	ADCON I NO 36MO PYBK	ADV. CONST. INTERSTATE	N
01	INTERSTATE		EACI	0090	ADCON I 36MO PAYBK	ADV. CONST. INTERSTATE GRADE CROSSINGS	N
01	INTERSTATE	ACI	ACIN	0090	ADCON I NO 36MO PYBK	ADV. CONST. INTERSTATE GRADE CROSSINGS	N
01	INTERSTATE	I	REGI	0420	INTERSTATE REGULAR ADV CONST	INTERSTATE REGULAR	I
01	INTERSTATE	I	IREG	0420	INTERSTATE REGULAR	INTERSTATE REGULAR	I
01	INTERSTATE	I	REGI	0430	INTERSTATE REGULAR ADV CONST	INTERSTATE, G FUNDS	N
01	INTERSTATE	I	IREG	0430	INTERSTATE REGULAR	INTERSTATE, G FUNDS	N
01	INTERSTATE	I	INGC	0450	INTERSTATE GAP CLOSE	INTERSTATE GAP CLOSING	N
01	INTERSTATE	ID	IDSC	0540	INTERSTATE DSCR FUND	INTERSTATE DISCRETIONARY	N
01	INTERSTATE	ID	IDSC	0570	INTERSTATE DSCR FUND	INTERSTATE DISCRETIONARY, G FUNDS	N
01	INTERSTATE	IM	IMODM	M001	NHPP IM M001 - FOR ODD PERCENT	NHPP MAP-21	M
01	INTERSTATE	I	IREG	X420	INTERSTATE REGULAR	INTERSTATE , 1/4% NHI	N
02	INTERSTATE MAINTENANCE	ACIR	ACIR	0070	ADCON IR 36MO PAYBK	ADV. CONST. INTERSTATE 4R	N
02	INTERSTATE MAINTENANCE	I	IRRR	0440	INTERSTATE 4R PROGRAM	INTERSTATE 4R	I
02	INTERSTATE MAINTENANCE	IM	IMNT	04M0	INTERSTATE MAINT	INTERSTATE MAINTENANCE	I
02	INTERSTATE MAINTENANCE	IDR	IDRP	0560	INTRST DISCRENRY 4R	INTERSTATE DISCRETIONARY 4R	N
02	INTERSTATE MAINTENANCE	ACIM	ACIM	0AB0	INTERSTATE MAINTENANCE AC	ADV. CONST., INTERSTATE MAINTENANCE	I
02	INTERSTATE MAINTENANCE	ACIM	ACR01	H010	ADCON INTERSTATE MAINT Q010	INTERSTATE MAINTENANCE FY 04	N
02	INTERSTATE MAINTENANCE	IM	IM04	H010	INTERSTATE MAINTENANCE	INTERSTATE MAINTENANCE FY 04	N
02	INTERSTATE MAINTENANCE	ACIM	ACR01	L010	ADCON INTERSTATE MAINT Q010	INTERSTATE MAINTENANCE LU	L
02	INTERSTATE MAINTENANCE	IM	IM04L	L010	INTERSTATE MAINTENANCE LU	INTERSTATE MAINTENANCE LU	L
02	INTERSTATE MAINTENANCE	IM	IM04E	L01E	INTERSTATE MAINT S-LU EXT L01E	INTERSTATE MAINTENANCE S-LU EXT	L
02	INTERSTATE MAINTENANCE	IM	IM04R	L01R	INTERSTATE MAINT S-LU RES L04R	INTERSTATE MAINTENANCE S-LU RESTORE	L
02	INTERSTATE MAINTENANCE	ACIM	IMA	M001	INTERSTATE MAINTENANCE ADV CN	NHPP MAP-21	M
02	INTERSTATE MAINTENANCE	IM	IM01M	M001	NHPP INTERSTATE MAINT M001	NHPP MAP-21	M
02	INTERSTATE MAINTENANCE	IM	IM	M001	INTERSTATE MAINTENANCE	NHPP MAP-21	M
02	INTERSTATE MAINTENANCE	IM	IM1	M001	INTERSTATE MAINTENANCE 90/10	NHPP MAP-21	M
02	INTERSTATE MAINTENANCE	ACIM	ACIM	M001	INTERSTATE MAINTENANCE AC	NHPP MAP-21	M
02	INTERSTATE MAINTENANCE	IM	IM02M	M002	NHPP INTERSTATE MAINT M002	NHPP EXEMPT MAP-21	M
02	INTERSTATE MAINTENANCE	IM	IM1	M002	INTERSTATE MAINTENANCE 90/10	NHPP EXEMPT MAP-21	M
02	INTERSTATE MAINTENANCE	ACIM	IMA	M002	INTERSTATE MAINTENANCE ADV CN	NHPP EXEMPT MAP-21	M
02	INTERSTATE MAINTENANCE	IM	IM	M002	INTERSTATE MAINTENANCE	NHPP EXEMPT MAP-21	M
02	INTERSTATE MAINTENANCE	IM	IM	M0E1	INTERSTATE MAINTENANCE	NHPP MAP-21 EXTENTION	M
02	INTERSTATE MAINTENANCE	ACIM	IMA	M0E1	INTERSTATE MAINTENANCE ADV CN	NHPP MAP-21 EXTENTION	M
02	INTERSTATE MAINTENANCE	IM	IM1	M0E1	INTERSTATE MAINTENANCE 90/10	NHPP MAP-21 EXTENTION	M
02	INTERSTATE MAINTENANCE	IM	IM1ME	M0E1	NHPP INTERSTATE MAINT M0E1	NHPP MAP-21 EXTENTION	M
02	INTERSTATE MAINTENANCE	ACIM	IMA	M0E2	INTERSTATE MAINTENANCE ADV CN	NHPP EXEMPT MAP-21 EXTENTION	M
02	INTERSTATE MAINTENANCE	IM	IM	M0E2	INTERSTATE MAINTENANCE	NHPP EXEMPT MAP-21 EXTENTION	M
02	INTERSTATE MAINTENANCE	IM	IM2ME	M0E2	NHPP INTERSTATE MAINT M0E2	NHPP EXEMPT MAP-21 EXTENTION	M
02	INTERSTATE MAINTENANCE	IM	IM1	M0E2	INTERSTATE MAINTENANCE 90/10	NHPP EXEMPT MAP-21 EXTENTION	M
02	INTERSTATE MAINTENANCE	IM	IM98	Q010	STEA INTERSTATE MAINTENANCE	INTERSTATE MAINTENANCE FY 98	T
02	INTERSTATE MAINTENANCE	ACIM	ACR01	Q010	ADCON INTERSTATE MAINT Q010	INTERSTATE MAINTENANCE FY 98	T
02	INTERSTATE MAINTENANCE	I	IRRR	X440	INTERSTATE 4R PROGRAM	INTERSTATE, 4R NHI	N
02	INTERSTATE MAINTENANCE	IM	IM1	Z001	INTERSTATE MAINTENANCE 90/10	NHPP FAST	Z
02	INTERSTATE MAINTENANCE	IM	IM2	Z001	INTERSTATE MAINTENANCE 90/10	NHPP FAST	Z
02	INTERSTATE MAINTENANCE	IM	IM	Z001	INTERSTATE MAINTENANCE	NHPP FAST	Z
02	INTERSTATE MAINTENANCE	ACIM	ACIM	Z001	INTERSTATE MAINTENANCE AC	NHPP FAST	Z
02	INTERSTATE MAINTENANCE	ACIM	IMA	Z001	INTERSTATE MAINTENANCE ADV CN	NHPP FAST	Z
02	INTERSTATE MAINTENANCE	IM	IM2	Z002	INTERSTATE MAINTENANCE 90/10	NHPP EXEMPT FAST	Z
02	INTERSTATE MAINTENANCE	ACIM	IMA	Z002	INTERSTATE MAINTENANCE ADV CN	NHPP EXEMPT FAST	Z
02	INTERSTATE MAINTENANCE	IM	IM	Z002	INTERSTATE MAINTENANCE	NHPP EXEMPT FAST	Z
02	INTERSTATE MAINTENANCE	IM	IM1	Z002	INTERSTATE MAINTENANCE 90/10	NHPP EXEMPT FAST	Z
02	INTERSTATE MAINTENANCE	IM	IM	Z004	INTERSTATE MAINTENANCE	HWY INF TRUMP STPAA	Z
02	INTERSTATE MAINTENANCE	IM	IM1	Z004	INTERSTATE MAINTENANCE 90/10	HWY INF TRUMP STPAA	Z
02	INTERSTATE MAINTENANCE	IM	IM2	Z240	INTERSTATE MAINTENANCE 90/10	STP ANY AREA FAST	Z
03	NATIONAL HIGHWAY SYSTEM	FRT	Z460		NATIONAL HWY FREIGHT PROGRAM		
03	NATIONAL HIGHWAY SYSTEM	ACNH	ACNH	0AC0	ADCON NATIONAL HWY SYSTEM	ADV. CONST., NHS	I
03	NATIONAL HIGHWAY SYSTEM	NH	NHSP	3150	NATIONAL HWY SYSTEM	NATIONAL HIGHWAY SYSTEM	I
03	NATIONAL HIGHWAY SYSTEM	SPR	S37P	37P0	SOIL REMEDIATION	PRIORITY TECHNOLIGIES	T
03	NATIONAL HIGHWAY SYSTEM	NH	NH04	H050	NATIONAL HIGHWAY SYSTEM	NATIONAL HIGHWAY SYSTEM FY 04	N
03	NATIONAL HIGHWAY SYSTEM	ACNH	ACR05	H050	ADCON NATIONAL HWY SYSTEM Q05	NATIONAL HIGHWAY SYSTEM FY 04	N
03	NATIONAL HIGHWAY SYSTEM	NH	NH04L	L050	NATIONAL HIGHWAY SYSTEM LU	NATIONAL HIGHWAY SYSTEM LU	L
03	NATIONAL HIGHWAY SYSTEM	NH	NH4L	L050	NATIONAL HIGHWAY SYSTEM LU	NATIONAL HIGHWAY SYSTEM LU	L
03	NATIONAL HIGHWAY SYSTEM	ACNH	ACR05	L050	ADCON NATIONAL HWY SYSTEM Q05	NATIONAL HIGHWAY SYSTEM LU	L
03	NATIONAL HIGHWAY SYSTEM	ACNH	ACR05	L05E	ADCON NATIONAL HWY SYSTEM Q05	NATIONAL HIGHWAY SYSTEM S-LU EXT	L
03	NATIONAL HIGHWAY SYSTEM	NH	NH04	L05E	NATIONAL HIGHWAY SYSTEM	NATIONAL HIGHWAY SYSTEM S-LU EXT	L
03	NATIONAL HIGHWAY SYSTEM	NH	NH04E	L05E	NATIONAL HIGHWAY SYSTEM L05E	NATIONAL HIGHWAY SYSTEM S-LU EXT	L
03	NATIONAL HIGHWAY SYSTEM	NH	NH04R	L05R	NATIONAL HIGHWAY SYSTEM L05R	NATIONAL HIGHWAY SYSTEM S-LU RESTORE	L
03	NATIONAL HIGHWAY SYSTEM	ACNH	ACR05	L05R	ADCON NATIONAL HWY SYSTEM Q05	NATIONAL HIGHWAY SYSTEM S-LU RESTORE	L
03	NATIONAL HIGHWAY SYSTEM	ACNH	01AC	M001	ADV CN NHPP M001, M0E1	NHPP MAP-21	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH	M001	NATIONAL HIGHWAY SYSTEM	NHPP MAP-21	M
03	NATIONAL HIGHWAY SYSTEM	ACNH	NHA	M001	NATIONAL HWY SYS ADV CN	NHPP MAP-21	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH01M	M001	NATIONAL HIGHWAY M001	NHPP MAP-21	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH1	M001	NATIONAL HIGHWAY SYSTEM	NHPP MAP-21	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH2	M001	NATIONAL HIGHWAY SYSTEM	NHPP MAP-21	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH	M002	NATIONAL HIGHWAY SYSTEM	NHPP EXEMPT MAP-21	M
03	NATIONAL HIGHWAY SYSTEM	ACNH	NHA	M002	NATIONAL HWY SYS ADV CN	NHPP EXEMPT MAP-21	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH02M	M002	NATIONAL HIGHWAY M002 EXEMPT	NHPP EXEMPT MAP-21	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH2	M002	NATIONAL HIGHWAY SYSTEM	NHPP EXEMPT MAP-21	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH1	M002	NATIONAL HIGHWAY SYSTEM	NHPP EXEMPT MAP-21	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH1	M0E1	NATIONAL HIGHWAY SYSTEM	NHPP MAP-21 EXTENTION	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH	M0E1	NATIONAL HIGHWAY SYSTEM	NHPP MAP-21 EXTENTION	M
03	NATIONAL HIGHWAY SYSTEM	ACNH	NHA	M0E1	NATIONAL HWY SYS ADV CN	NHPP MAP-21 EXTENTION	M
03	NATIONAL HIGHWAY SYSTEM	ACNH	01AC	M0E1	ADV CN NHPP M001, M0E1	NHPP MAP-21 EXTENTION	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH1ME	M0E1	NATIONAL HIGHWAY M0E1	NHPP MAP-21 EXTENTION	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH	M0E2	NATIONAL HIGHWAY SYSTEM	NHPP EXEMPT MAP-21 EXTENTION	M
03	NATIONAL HIGHWAY SYSTEM	ACNH	NHA	M0E2	NATIONAL HWY SYS ADV CN	NHPP EXEMPT MAP-21 EXTENTION	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH1	M0E2	NATIONAL HIGHWAY SYSTEM	NHPP EXEMPT MAP-21 EXTENTION	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH2ME	M0E2	NATIONAL HIGHWAY M0E2 EXEMPT	NHPP EXEMPT MAP-21 EXTENTION	M
03	NATIONAL HIGHWAY SYSTEM	NH	NH981	Q050	STEA NATIONAL HIGHWAY SYSTEM	NATIONAL HIGHWAY SYSTEM FY 98	T
03	NATIONAL HIGHWAY SYSTEM	NH	NH98	Q050	STEA NATIONAL HIGHWAY SYSTEM	NATIONAL HIGHWAY SYSTEM FY 98	T
03	NATIONAL HIGHWAY SYSTEM	ACNH	ACR05	Q050	ADCON NATIONAL HWY SYSTEM Q05	NATIONAL HIGHWAY SYSTEM FY 98	T
03	NATIONAL HIGHWAY SYSTEM	NH	NH4L	Q050	NATIONAL HIGHWAY SYSTEM LU	NATIONAL HIGHWAY SYSTEM FY 98	T
03	NATIONAL HIGHWAY SYSTEM	NH	NH04L	Q050	NATIONAL HIGHWAY SYSTEM LU	NATIONAL HIGHWAY SYSTEM FY 98	T
03	NATIONAL HIGHWAY SYSTEM	NH	NH2	Z001	NATIONAL HIGHWAY SYSTEM	NHPP FAST	Z
03	NATIONAL HIGHWAY SYSTEM	ACNH	NHA	Z001	NATIONAL HWY SYS ADV CN	NHPP FAST	Z
03	NATIONAL HIGHWAY SYSTEM	NH	NH1	Z001	NATIONAL HIGHWAY SYSTEM	NHPP FAST	Z
03	NATIONAL HIGHWAY SYSTEM	NH	NH	Z001	NATIONAL HIGHWAY SYSTEM	NHPP FAST	Z
03	NATIONAL HIGHWAY SYSTEM	NH	NH	Z002	NATIONAL HIGHWAY SYSTEM	NHPP EXEMPT FAST	Z
03	NATIONAL HIGHWAY SYSTEM	NH	NH2	Z002	NATIONAL HIGHWAY SYSTEM	NHPP EXEMPT FAST	Z
03	NATIONAL HIGHWAY SYSTEM	ACNH	NHA	Z002	NATIONAL HWY SYS ADV CN	NHPP EXEMPT FAST	Z

FUNDING CODES

FED_CAT_ID	Cat Description	PREFIX ID	PGM_ID	FED_APPR_ID	PGM_NA	FED_APPR_DS	FED_ACT_CD
03	NATIONAL HIGHWAY SYSTEM	NH	NH1	Z002	NATIONAL HIGHWAY SYSTEM	NHPP EXEMPT FAST	Z
03	NATIONAL HIGHWAY SYSTEM	NH	NH	Z004	NATIONAL HIGHWAY SYSTEM	HWY INF TRUMP STPAA	Z
03	NATIONAL HIGHWAY SYSTEM	NH	NH1	Z004	NATIONAL HIGHWAY SYSTEM	HWY INF TRUMP STPAA	Z
03	NATIONAL HIGHWAY SYSTEM	NH	NH2	Z004	NATIONAL HIGHWAY SYSTEM	HWY INF TRUMP STPAA	Z
03	NATIONAL HIGHWAY SYSTEM	NH	NH1	Z006	NATIONAL HIGHWAY SYSTEM	HWY INF TRUMP STPOA	Z
03	NATIONAL HIGHWAY SYSTEM	NH	NH2	Z006	NATIONAL HIGHWAY SYSTEM	HWY INF TRUMP STPOA	Z
03	NATIONAL HIGHWAY SYSTEM	NH	NH	Z006	NATIONAL HIGHWAY SYSTEM	HWY INF TRUMP STPOA	Z
04	SURFACE TRANSPORTATION	STMHV	STHV2		URBAN AREA HUNTS ARRA FY-2		
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRVS1	0AR0	GARVEY BONDS ISSUE 1 "STP"	ADV. CONST., STP- OPTIONAL SAFETY	I
04	SURFACE TRANSPORTATION	ACSTP	ASTP	0AR0	ADVANCED CONST STP	ADV. CONST., STP- OPTIONAL SAFETY	I
04	SURFACE TRANSPORTATION	ACSTP	ASTP	0AU0	ADVANCED CONST STP	ADV. CONST., TRANS ENHANCEMENT	I
04	SURFACE TRANSPORTATION	ACSTP	ASTP	0AV0	ADVANCED CONST STP	ADV. CONST., STP- URBAN	I
04	SURFACE TRANSPORTATION	STPAA	AAST	0AW0	STEA ANY AREA	ADV. CONST., STP- ANY AREA	I
04	SURFACE TRANSPORTATION	ACSTP	ASTP	0AW0	ADVANCED CONST STP	ADV. CONST., STP- ANY AREA	I
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRVS1	0AW0	GARVEY BONDS ISSUE 1 "STP"	ADV. CONST., STP- ANY AREA	I
04	SURFACE TRANSPORTATION	ACSTP	ASTP	0AX0	ADVANCED CONST STP	ADV., CONST., STP NON-URBAN	I
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRVS1	0AX0	GARVEY BONDS ISSUE 1 "STP"	ADV., CONST., STP NON-URBAN	I
04	SURFACE TRANSPORTATION	ACSTP	ASTP	0BA0	ADVANCED CONST STP	ADV. CONST.,SAFETY PROTECT DEVICES	I
04	SURFACE TRANSPORTATION	ACSTP	ASTP	0BB0	ADVANCED CONST STP	ADV. CONST., SAFETY RR HAZARD ELIMINATION	I
04	SURFACE TRANSPORTATION	ACSTP	ASTP	0BC0	ADVANCED CONST STP	ADV. CONST., HAZARD ELIMINATION	I
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRVS1	0BD0	GARVEY BONDS ISSUE 1 "STP"	AD CON OTHER THAN 200K	I
04	SURFACE TRANSPORTATION	ACSTP	ASTP	0BD0	ADVANCED CONST STP	AD CON OTHER THAN 200K	I
04	SURFACE TRANSPORTATION	STPTE	STTE	33B0	TRANSP ENHANCMNT	STP, TRANSPORTATION ENHANCEMENT	I
04	SURFACE TRANSPORTATION	STPTE	TEST	33B0	STEA TRANSPORTATION ENHANCEMEN	STP, TRANSPORTATION ENHANCEMENT	I
04	SURFACE TRANSPORTATION	STPMT	STMT	33C0	URBAN AREA MONTGOMERY	STP, URBAN AREA	I
04	SURFACE TRANSPORTATION	STPPC	STPC	33C0	URBAN AREA PHENIX CITY	STP, URBAN AREA	I
04	SURFACE TRANSPORTATION	STPBH	STBH	33C0	URBAN AREA BIRMINGHAM	STP, URBAN AREA	I
04	SURFACE TRANSPORTATION	STPMB	STMB	33C0	URBAN AREA MOBILE	STP, URBAN AREA	I
04	SURFACE TRANSPORTATION	STPAA	STAA	33D0	ANY AREA	STP, ANY AREA	I
04	SURFACE TRANSPORTATION	STPNU	STNU	33E0	NON-URBAN AREAS	STP, NON URBAN AREA	I
04	SURFACE TRANSPORTATION	STPAA	STAA	33F0	ANY AREA	STP, 1/16 SKILL TRAINING	I
04	SURFACE TRANSPORTATION	STPBH	STBH	33S0	URBAN AREA BIRMINGHAM	STP, URBAN AREA SAFETY	I
04	SURFACE TRANSPORTATION	STPOA	STOA	3AA0	OTHER THAN 200K URBAN	STP URBAN OTHER THAN 200K	I
04	SURFACE TRANSPORTATION	STPMT	STMT	3AK0	URBAN AREA MONTGOMERY	>200K ISTEA TRANSFER TO TRANSIT	I
04	SURFACE TRANSPORTATION	STPPC	STPC	3AK0	URBAN AREA PHENIX CITY	>200K ISTEA TRANSFER TO TRANSIT	I
04	SURFACE TRANSPORTATION	STPMB	STMB	3AK0	URBAN AREA MOBILE	>200K ISTEA TRANSFER TO TRANSIT	I
04	SURFACE TRANSPORTATION	STPBH	STBH	3AK0	URBAN AREA BIRMINGHAM	>200K ISTEA TRANSFER TO TRANSIT	I
04	SURFACE TRANSPORTATION	STPAA	AAST	3AN0	STEA ANY AREA	AAST ISTEA TRANSFER TO TRANSIT	I
04	SURFACE TRANSPORTATION	STPOA	OAST	3AY0	STEA OTHER THAN 200K URBAN	OAST ISTEA TRANSFER TO TRANSIT	I
04	SURFACE TRANSPORTATION		ATDG	ATDG	FEDERAL TIGER GRANT PROGRAM	FED HIGHWAY TIGER GRANT	N
04	SURFACE TRANSPORTATION	STMOA	SHSTC	C200	OTHER THAN 200K SHOALS ARRA	STP <200K ARRA	N
04	SURFACE TRANSPORTATION	STMOA	TLSTC	C200	OTHER THAN 200K TUSC ARRA	STP <200K ARRA	N
04	SURFACE TRANSPORTATION	STMOA	DCSTC	C200	OTHER THAN 200K DECATUR ARRA	STP <200K ARRA	N
04	SURFACE TRANSPORTATION	STMOA	MNSTC	C200	OTHER THAN 200K MONTG ARRA	STP <200K ARRA	N
04	SURFACE TRANSPORTATION	STMOA	DTSTC	C200	OTHER THAN 200K DOTHAN ARRA	STP <200K ARRA	N
04	SURFACE TRANSPORTATION	STMOA	STOAC	C200	OTHER THAN 200K URBAN ARRA	STP <200K ARRA	N
04	SURFACE TRANSPORTATION	STMOA	GDSTC	C200	OTHER THAN 200K GADSDEN ARRA	STP <200K ARRA	N
04	SURFACE TRANSPORTATION	STMOA	AOSTC	C200	OTHER THAN 200 K AUB/OPE ARRA	STP <200K ARRA	N
04	SURFACE TRANSPORTATION	STMOA	ANSTC	C200	OTHER THAN 200K ANNISTON ARRA	STP <200K ARRA	N
04	SURFACE TRANSPORTATION	STMOA	STOA1	C201	OTHER THAN 200K URBN ARRA FY-1	STP <200K ARRA FY-1	N
04	SURFACE TRANSPORTATION	STMOA	STOA3	C203	OTHER THAN 200K URBN ARRA FY-3	STP <200K ARRA FY-3	N
04	SURFACE TRANSPORTATION	STMTE	STTEC	C220	TRANSPORTATION ENHANCEMNT ARRA	STP ENHANCEMENT ARRA	N
04	SURFACE TRANSPORTATION	STMTE	STTE1	C221	TRANS ENHANCEMENT ARRA FY-1	STP ENHANCEMENT ARRA FOR FY-1	N
04	SURFACE TRANSPORTATION	STMTE	STTE3	C223	TRANS ENHANCEMENT ARRA FY-3	STP ENHANCEMENT ARRA FOR FY-3	N
04	SURFACE TRANSPORTATION	STMLL	STLLC	C230	URBAN AREA LILLIAN/PENS ARRA	STP URBANIZED AREAS > 200K ARRA	N
04	SURFACE TRANSPORTATION	STMBH	STBHC	C230	URBAN AREA BIRMINGHAM ARRA	STP URBANIZED AREAS > 200K ARRA	N
04	SURFACE TRANSPORTATION	STMHV	STHVC	C230	URBAN AREA HUNTSVILLE ARRA	STP URBANIZED AREAS > 200K ARRA	N
04	SURFACE TRANSPORTATION	STMPC	STPCC	C230	URBAN AREA PHENIX CITY ARRA	STP URBANIZED AREAS > 200K ARRA	N
04	SURFACE TRANSPORTATION	STMMB	STMBC	C230	URBAN AREA MOBILE ARRA	STP URBANIZED AREAS > 200K ARRA	N
04	SURFACE TRANSPORTATION	STMPC	STPC1	C231	URBAN AREA PHNIX CTY ARRA FY-1	STP URBANIZED AREAS > 200K ARRA FY-1	N
04	SURFACE TRANSPORTATION	STMMB	STMB1	C231	URBAN AREA MOBILE ARRA FY-1	STP URBANIZED AREAS > 200K ARRA FY-1	N
04	SURFACE TRANSPORTATION	STMMB	STMB2	C232	URBAN AREA MOBILE ARRA FY-2	STP URBANIZED AREAS > 200K ARRA FY-2	N
04	SURFACE TRANSPORTATION	STMBH	STBH4	C234	URBAN AREA BHAM ARRA FY-4	STP URBANIZED AREAS > 200K ARRA FY-4	N
04	SURFACE TRANSPORTATION	STMHV	STHV4	C234	URBAN AREA HUNTS ARRA FY-4	STP URBANIZED AREAS > 200K ARRA FY-4	N
04	SURFACE TRANSPORTATION	STMMB	STMB4	C234	URBAN AREA MOBILE ARRA FY-4	STP URBANIZED AREAS > 200K ARRA FY-4	N
04	SURFACE TRANSPORTATION	STMPC	STPC4	C234	URBAN AREA PHNIX CTY ARRA FY-4	STP URBANIZED AREAS > 200K ARRA FY-4	N
04	SURFACE TRANSPORTATION	STMAA	STAAC	C240	STP ANY AREA ARRA	STP ANY AREA ARRA	N
04	SURFACE TRANSPORTATION	STMAA	STAA1	C241	STP ANY AREA ARRA FY-1	STP ANY AREA ARRA FY-1	N
04	SURFACE TRANSPORTATION	STMAA	STAA2	C242	STP ANY AREA ARRA FY-2	STP ANY AREA ARRA FY-2	N
04	SURFACE TRANSPORTATION	STMAA	STAA3	C243	STP ANY AREA ARRA FY-3	STP ANY AREA ARRA FY-3	N
04	SURFACE TRANSPORTATION	STMAA	STAA4	C244	STP ANY AREA ARRA FY-4	STP ANY AREA ARRA FY-4	N
04	SURFACE TRANSPORTATION	STMNU	STNUC	C250	NON-URBAN AREAS ARRA	STP NON-URBAN AREAS ARRA	N
04	SURFACE TRANSPORTATION	STMNU	STNU1	C251	NON-URBAN AREAS ARRA FY-1	STP NON-URBAN AREAS ARRA FY-1	N
04	SURFACE TRANSPORTATION	STMNU	STNU4	C254	NON-URBAN AREAS ARRA FY-4	STP NON-URBAN AREAS ARRA FY-4	N
04	SURFACE TRANSPORTATION		CTDA	CTDA	ARRA FED HIGHWAY TIGER GRANT	FED HIGHWAY TIGER GRANT	N
04	SURFACE TRANSPORTATION	STMOA	STOAC	CTDA	OTHER THAN 200K URBAN ARRA	FED HIGHWAY TIGER GRANT	N
04	SURFACE TRANSPORTATION	RECA	RECAH	H030	REDIST CERTAIN AUTH H030	REDISTRIBUTION OF CERTAIN AUTH H030	N
04	SURFACE TRANSPORTATION	STPOA	MNST	H200	STEA OTHER THAN 200K MONTG	STP<200K	N
04	SURFACE TRANSPORTATION	STPOA	TLSTH	H200	STP < 200K TUSC	STP<200K	N
04	SURFACE TRANSPORTATION	STPOA	DTSTH	H200	STP < 200K DOTHAN	STP<200K	N
04	SURFACE TRANSPORTATION	STPOA	MNSTH	H200	STP < 200K MONTG	STP<200K	N
04	SURFACE TRANSPORTATION	STPOA	ANST	H200	STEA OTHER THAN 200K ANNISTON	STP<200K	N
04	SURFACE TRANSPORTATION	STPOA	SHSTH	H200	STP OTHER THAN 200K SHOALS H20	STP<200K	N
04	SURFACE TRANSPORTATION	STPOA	DCSTH	H200	STP < 200K DECATUR	STP<200K	N
04	SURFACE TRANSPORTATION	STPOA	GDST	H200	STEA OTHER THAN 200K GADSDEN	STP<200K	N
04	SURFACE TRANSPORTATION	STPOA	DCST	H200	STEA OTHER THAN 200K DECATUR	STP<200K	N
04	SURFACE TRANSPORTATION	STPOA	AOSTH	H200	STP < 200K AUB/ OPE	STP<200K	N
04	SURFACE TRANSPORTATION	STPOA	ANSTH	H200	STP < 200K ANNISTON	STP<200K	N
04	SURFACE TRANSPORTATION	STPOA	GDSTH	H200	STP < 200K GADSDEN	STP<200K	N
04	SURFACE TRANSPORTATION	STPOA	AOST	H200	STEA OTHER THAN 200K AUB/OPE	STP<200K	N
04	SURFACE TRANSPORTATION	STPOA	DTST	H200	STEA OTHER THAN 200K DOTHAN	STP<200K	N
04	SURFACE TRANSPORTATION	STPOA	TLST	H200	STEA OTHER THAN 200K TUSC	STP<200K	N
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRSN1	H200	GARVEY BONDS ISSUE 1 "STP"	STP<200K	N
04	SURFACE TRANSPORTATION	ACSTPOA	ACR20	H200	AC STEA OTHER THAN 200K URBAN	STP<200K	N
04	SURFACE TRANSPORTATION	STPOA	STOAH	H200	OTHER THAN 200K URBAN H200	STP<200K	N
04	SURFACE TRANSPORTATION	STPOA	SHST	H200	STEA OTHER THAN 200K SHOALS	STP<200K	N
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRSN1	H210	GARVEY BONDS ISSUE 1 "STP"	STP OPTIONAL SAFETY STEA03	N
04	SURFACE TRANSPORTATION	STPTE	STTEH	H220	TRANSPORTATION ENHANCEMENT	STP ENHANCEMENT	N
04	SURFACE TRANSPORTATION	STPPC	STPCH	H230	URBAN AREA PHENIX CITY	STP URBANIZED	N

FUNDING CODES

FED_CAT_ID	Cat Description	PREFIX ID	PGM_ID	FED_APPR_ID	PGM_NA	FED_APPR_DS	FED_ACT_CD
04	SURFACE TRANSPORTATION	STPMB	STMBH	H230	URBAN AREA MOBILE	STP URBANIZED	N
04	SURFACE TRANSPORTATION	STPHV	STHVH	H230	URBAN AREA HUNTSVILLE	STP URBANIZED	N
04	SURFACE TRANSPORTATION	STPBH	STBHH	H230	URBAN AREA BIRMINGHAM	STP URBANIZED	N
04	SURFACE TRANSPORTATION	STPLL	STLLH	H230	URBAN AREA LILLIAN/PENS	STP URBANIZED	N
04	SURFACE TRANSPORTATION	ACSTPAA	ACR24	H240	ADV CONS STPAA REG Q240 H240	STP ANY AREA	N
04	SURFACE TRANSPORTATION	STPAA	HNTOA	H240	HUNTSVILLE STPOA FUNDS	STP ANY AREA	N
04	SURFACE TRANSPORTATION	STPAA	STAAH	H240	ANY AREA	STP ANY AREA	N
04	SURFACE TRANSPORTATION	STPAA	HNTOH	H240	HUNTSVILLE STPOA FUNDS H240	STP ANY AREA	N
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRSN1	H240	GARVEY BONDS ISSUE 1 "STP"	STP ANY AREA	N
04	SURFACE TRANSPORTATION	ACSTPNU	AC25	H250	ADVANCED CONSTRUCTION H25, L25	STP NON-URBAN AREAS	N
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRSN1	H250	GARVEY BONDS ISSUE 1 "STP"	STP NON-URBAN AREAS	N
04	SURFACE TRANSPORTATION	STPNU	STNUH	H250	NON-URBAN AREAS	STP NON-URBAN AREAS	N
04	SURFACE TRANSPORTATION	NHI	NHI08	H290	STP 1/2% NHI TRAINING H29	STP1/2%NHI TRAINING H240	N
04	SURFACE TRANSPORTATION	RECA	RECAL	L030	REDIST CERTAIN AUTH L030	REDISTRIBUTION OF CERTAIN AUTH FUNDS	L
04	SURFACE TRANSPORTATION	ACRECA	L03AC	L030	REDIST CERTAIN AUTH L03 ADV CN	REDISTRIBUTION OF CERTAIN AUTH FUNDS	L
04	SURFACE TRANSPORTATION	ACRECA	L03AC	L03E	REDIST CERTAIN AUTH L03 ADV CN	REDISTRIBUTION OF CERTAIN AUTH FUNDS	L
04	SURFACE TRANSPORTATION	RECA	RECAE	L03E	REDIST CERTAIN AUTH L03E	REDISTRIBUTION OF CERTAIN AUTH FUNDS	L
04	SURFACE TRANSPORTATION	STPOA	ANST	L200	STEA OTHER THAN 200K ANNISTON	STP <200K LU	L
04	SURFACE TRANSPORTATION	STPOA	TLST	L200	STEA OTHER THAN 200K TUSC	STP <200K LU	L
04	SURFACE TRANSPORTATION	STPOA	AOST	L200	STEA OTHER THAN 200K AUB/OPE	STP <200K LU	L
04	SURFACE TRANSPORTATION	STPOA	DTST	L200	STEA OTHER THAN 200K DOTHAN	STP <200K LU	L
04	SURFACE TRANSPORTATION	STPOA	MNST	L200	STEA OTHER THAN 200K MONTG	STP <200K LU	L
04	SURFACE TRANSPORTATION	STPOA	STOAL	L200	OTHER THAN 200K URBAN L200	STP <200K LU	L
04	SURFACE TRANSPORTATION	STPOA	DCST	L200	STEA OTHER THAN 200K DECATUR	STP <200K LU	L
04	SURFACE TRANSPORTATION	STPOA	GDST	L200	STEA OTHER THAN 200K GADSDEN	STP <200K LU	L
04	SURFACE TRANSPORTATION	STPOA	SHST	L200	STEA OTHER THAN 200K SHOALS	STP <200K LU	L
04	SURFACE TRANSPORTATION	STPOA	DTSTE	L20E	OTHER THAN 200K DOTHAN L20E	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	ACSTPOA	GDMEA	L20E	STP <200K GADSDEN AC	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPOA	GDST	L20E	STEA OTHER THAN 200K GADSDEN	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPOA	MNST	L20E	STEA OTHER THAN 200K MONTG	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPOA	ANST	L20E	STEA OTHER THAN 200K ANNISTON	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPOA	GDSTE	L20E	OTHER THAN 200K GADSDEN L20E	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	ACSTPOA	ACDT	L20E	ADVANCE CN DOTHAN L20	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPOA	ANSTE	L20E	STP OTHER THAN 200K ANST L20E	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPOA	AOST	L20E	STEA OTHER THAN 200K AUB/OPE	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPOA	STOAE	L20E	OTHER THAN 200K URBAN L20E	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPOA	DTST	L20E	STEA OTHER THAN 200K DOTHAN	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CRD	L20E	ATRIP BND ISSUE 1 RDWY CONVERT	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPOA	AOSTE	L20E	OTHER THAN 200K AUB/OPE	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPOA	DCST	L20E	STEA OTHER THAN 200K DECATUR	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	AC ATRIP##	A2RDY	L20E	ATRIP BOND ISSUE 2 ROADWAY	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	AC ATRIP##	A1RDY	L20E	ATRIP BOND ISSUE 1 ROADWAY	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPOA	SHST	L20E	STEA OTHER THAN 200K SHOALS	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPOA	SHSTE	L20E	OTHER THAN 200K SHOALS L20E	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPOA	STOAL	L20E	OTHER THAN 200K URBAN L200	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPOA	TLST	L20E	STEA OTHER THAN 200K TUSC	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPOA	TLSTE	L20E	STEA OTHER THAN 200K TUSC L20E	STP <200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPOA	GDSTE	L20R	OTHER THAN 200K GADSDEN L20E	STP <200K S-LU RESTORE	L
04	SURFACE TRANSPORTATION	STPOA	DCST	L20R	STEA OTHER THAN 200K DECATUR	STP <200K S-LU RESTORE	L
04	SURFACE TRANSPORTATION	STPOA	ANST	L20R	STEA OTHER THAN 200K ANNISTON	STP <200K S-LU RESTORE	L
04	SURFACE TRANSPORTATION	STPOA	DTST	L20R	STEA OTHER THAN 200K DOTHAN	STP <200K S-LU RESTORE	L
04	SURFACE TRANSPORTATION	STPOA	GDST	L20R	STEA OTHER THAN 200K GADSDEN	STP <200K S-LU RESTORE	L
04	SURFACE TRANSPORTATION	STPOA	SHST	L20R	STEA OTHER THAN 200K SHOALS	STP <200K S-LU RESTORE	L
04	SURFACE TRANSPORTATION	STPOA	TLST	L20R	STEA OTHER THAN 200K TUSC	STP <200K S-LU RESTORE	L
04	SURFACE TRANSPORTATION	STPOA	AOST	L20R	STEA OTHER THAN 200K AUB/OPE	STP <200K S-LU RESTORE	L
04	SURFACE TRANSPORTATION	STPOA	MNST	L20R	STEA OTHER THAN 200K MONTG	STP <200K S-LU RESTORE	L
04	SURFACE TRANSPORTATION	STPOA	STOAR	L20R	OTHER THAN 200K URBAN L20R	STP <200K S-LU RESTORE	L
04	SURFACE TRANSPORTATION	STPTE	STTEL	L220	TRANSPORTATION ENHANCEMENT L22	STP ENHANCEMENT LU	L
04	SURFACE TRANSPORTATION	STPTE	STTEE	L22E	STP ENHANCE LU S-LU EXT L22E	STP ENHANCEMENT LU S-LU EXT	L
04	SURFACE TRANSPORTATION	STPTE	STTER	L22R	STP ENHANCE S-LU RESTORE L22R	STP ENHANCEMENT LU S-LU RESTORE	L
04	SURFACE TRANSPORTATION	STPHV	STHVL	L230	URBAN AREA HUNTSVILLE L230	STP URBANIZED AREAS > 200K LU	L
04	SURFACE TRANSPORTATION	STPOA	MNST	L230	STEA OTHER THAN 200K MONTG	STP URBANIZED AREAS > 200K LU	L
04	SURFACE TRANSPORTATION	STPPC	STPCL	L230	URBAN AREA PHENIX CITY L230	STP URBANIZED AREAS > 200K LU	L
04	SURFACE TRANSPORTATION	STPLL	STLLL	L230	URBAN AREA LILLIAN/PENS L230	STP URBANIZED AREAS > 200K LU	L
04	SURFACE TRANSPORTATION	STPBH	STBHL	L230	URBAN AREA BIRMINGHAM L230	STP URBANIZED AREAS > 200K LU	L
04	SURFACE TRANSPORTATION	STPMB	STMBL	L230	URBAN MOBILE L230	STP URBANIZED AREAS > 200K LU	L
04	SURFACE TRANSPORTATION	STPBH	ARBH	L230	ARRA OVERRUN BHAM L230, L23E	STP URBANIZED AREAS > 200K LU	L
04	SURFACE TRANSPORTATION	STPMB	STMBE	L23E	URBAN AREA MOBILE L23E	STP URBANIZED AREAS > 200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPLL	STLLE	L23E	URBAN AREA LILLIAN/PENS L23E	STP URBANIZED AREAS > 200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPHV	STHVE	L23E	URBAN AREA HUNTSVILLE L23E	STP URBANIZED AREAS > 200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPBH	ARBH	L23E	ARRA OVERRUN BHAM L230, L23E	STP URBANIZED AREAS > 200K S-LU EXT	L
04	SURFACE TRANSPORTATION	ACSTPBH	SBHMA	L23E	STP >200K BIRMINGHAM AC	STP URBANIZED AREAS > 200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPPC	STPCE	L23E	URBAN AREA PHENIX CITY L23E	STP URBANIZED AREAS > 200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPBH	STBHE	L23E	URBAN AREA BIRMINGHAM L23E	STP URBANIZED AREAS > 200K S-LU EXT	L
04	SURFACE TRANSPORTATION	STPPC	STPCR	L23R	URBAN AREA PHENIX CITY L23R	STP URBANIZED AREAS > 200K S-LU RESTORE	L
04	SURFACE TRANSPORTATION	STPBH	STBHR	L23R	URBAN AREA BIRMINGHAM L23R	STP URBANIZED AREAS > 200K S-LU RESTORE	L
04	SURFACE TRANSPORTATION	STPMB	STMBR	L23R	URBAN AREA MOBILE L23R	STP URBANIZED AREAS > 200K S-LU RESTORE	L
04	SURFACE TRANSPORTATION	STPHV	STHVR	L23R	URBAN AREA HUNTSVILLE L23R	STP URBANIZED AREAS > 200K S-LU RESTORE	L
04	SURFACE TRANSPORTATION	STPLL	STLLR	L23R	URBAN AREA LILLIAN/PENS L23R	STP URBANIZED AREAS > 200K S-LU RESTORE	L
04	SURFACE TRANSPORTATION	ACSTPAA	24AC1	L240	AC STPAA REG L240 (100%)	STP ANY AREA LU	L
04	SURFACE TRANSPORTATION	STMAA	AROV	L240	ARRA OVERRUN FUNDING	STP ANY AREA LU	L
04	SURFACE TRANSPORTATION	STPAA	HNTOA	L240	HUNTSVILLE STPOA FUNDS	STP ANY AREA LU	L
04	SURFACE TRANSPORTATION	ACSTPAA	L24AC	L240	ADV CONS STPAA REG L240	STP ANY AREA LU	L
04	SURFACE TRANSPORTATION	STPAA	STAAL	L240	STP ANY AREA LU	STP ANY AREA LU	L
04	SURFACE TRANSPORTATION	STPAA	STAL	L240	STP ANY AREA LU	STP ANY AREA LU	L
04	SURFACE TRANSPORTATION	AC ATRIP##	A2RDY	L24E	ATRIP BOND ISSUE 2 ROADWAY	STP ANY AREA S-LU EXT	L
04	SURFACE TRANSPORTATION	STPAA	AAMN	L24E	AA / OA CONVERSION FOR MGY TMA	STP ANY AREA S-LU EXT	L
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CRD	L24E	ATRIP BND ISSUE 1 RDWY CONVERT	STP ANY AREA S-LU EXT	L
04	SURFACE TRANSPORTATION	AC ATRIP##	A1RDY	L24E	ATRIP BOND ISSUE 1 ROADWAY	STP ANY AREA S-LU EXT	L
04	SURFACE TRANSPORTATION	STMAA	AROV	L24E	ARRA OVERRUN FUNDING	STP ANY AREA S-LU EXT	L
04	SURFACE TRANSPORTATION	STPAA	STAAE	L24E	STP ANY AREA L24E	STP ANY AREA S-LU EXT	L
04	SURFACE TRANSPORTATION	ACSTPAA	L24AC	L24E	ADV CONS STPAA REG L240	STP ANY AREA S-LU EXT	L
04	SURFACE TRANSPORTATION	STPAA	STAAR	L24R	STP ANY AREA L24R	STP ANY AREA S-LU RESTORE	L
04	SURFACE TRANSPORTATION	ACSTPAA	L24AC	L24R	ADV CONS STPAA REG L240	STP ANY AREA S-LU RESTORE	L
04	SURFACE TRANSPORTATION	AC ATRIP##	A2RDY	L250	ATRIP BOND ISSUE 2 ROADWAY	STP NON-URBAN AREAS LU	L
04	SURFACE TRANSPORTATION	ACSTPNU	AC25	L250	ADVANCED CONSTRUCTION H25, L25	STP NON-URBAN AREAS LU	L
04	SURFACE TRANSPORTATION	STPNU	STNUL	L250	NON-URBAN AREAS LU	STP NON-URBAN AREAS LU	L
04	SURFACE TRANSPORTATION	AC ATRIP##	A1RDY	L250	ATRIP BOND ISSUE 1 ROADWAY	STP NON-URBAN AREAS LU	L
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CRD	L250	ATRIP BND ISSUE 1 RDWY CONVERT	STP NON-URBAN AREAS LU	L
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CRD	L25E	ATRIP BND ISSUE 1 RDWY CONVERT	STP NON-URBAN AREAS S-LU EXT	L
04	SURFACE TRANSPORTATION	STPNU	STNUE	L25E	NON URBAN AREAS L25E	STP NON-URBAN AREAS S-LU EXT	L

FUNDING CODES

FED_CAT_ID	Cat Description	PREFIX ID	PGM_ID	FED_APPR_ID	PGM_NA	FED_APPR_DS	FED_ACT_CD
04	SURFACE TRANSPORTATION	AC ATRIP##	A2RDY	L25E	ATRIP BOND ISSUE 2 ROADWAY	STP NON-URBAN AREAS S-LU EXT	L
04	SURFACE TRANSPORTATION	ACSTPNU	AC25	L25E	ADVANCED CONSTRUCTION H25, L25	STP NON-URBAN AREAS S-LU EXT	L
04	SURFACE TRANSPORTATION	AC ATRIP##	A1RDY	L25E	ATRIP BOND ISSUE 1 ROADWAY	STP NON-URBAN AREAS S-LU EXT	L
04	SURFACE TRANSPORTATION	ACSTPNU	AC25	L25R	ADVANCED CONSTRUCTION H25, L25	STP NON-URBAN AREAS S-LU RESTORE	L
04	SURFACE TRANSPORTATION	STPNU	STNUR	L25R	NON URBAN AREAS L25R	STP NON-URBAN AREAS S-LU RESTORE	L
04	SURFACE TRANSPORTATION	NHI	NHI29	L290	STP 1/2% NHI TRSAFETEALU L29	STP 1/2% NHI TRSAFETEA LU	L
04	SURFACE TRANSPORTATION	ACFBD	FBDAC	L95E	FERRY BOAT DISCR ADVANCE CONST	FERRY BOAT DISCRETIONARY 2011	N
04	SURFACE TRANSPORTATION	AC ATRIP##	A2RDY	M001	ATRIP BOND ISSUE 2 ROADWAY	NHPP MAP-21	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A1RDY	M001	ATRIP BOND ISSUE 1 ROADWAY	NHPP MAP-21	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A2CR2	M001	ATRIP BND 2 RDWY CONVERT 2	NHPP MAP-21	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A2CRD	M001	ATRIP BND ISSUE 2 RDWY CONVERT	NHPP MAP-21	M
04	SURFACE TRANSPORTATION	RCAM1	RCAM1	M030	REDIST CERTAIN AUTH M030	REDISTRIBUTION OF CERTAIN AUTHORIZED FUNDS MAP-21	M
04	SURFACE TRANSPORTATION	RECA	REC	M030	REDIST CERTAIN AUTH	REDISTRIBUTION OF CERTAIN AUTHORIZED FUNDS MAP-21	M
04	SURFACE TRANSPORTATION	ACRECA	RECAC	M030	REDIST CERTAIN AUTH ADV CN	REDISTRIBUTION OF CERTAIN AUTHORIZED FUNDS MAP-21	M
04	SURFACE TRANSPORTATION	RECA	RECAM	M030	REDIST CERTAIN AUTH M030	REDISTRIBUTION OF CERTAIN AUTHORIZED FUNDS MAP-21	M
04	SURFACE TRANSPORTATION	RECA	RECAM	M03E	REDIST CERTAIN AUTH M030	REDISTRIBUTION OF CERTAIN AUTHORIZED FUNDS MAP-21 EXT	M
04	SURFACE TRANSPORTATION	ACRECA	RECAC	M03E	REDIST CERTAIN AUTH ADV CN	REDISTRIBUTION OF CERTAIN AUTHORIZED FUNDS MAP-21 EXT	M
04	SURFACE TRANSPORTATION	RCAM1	RCAM1	M03E	REDIST CERTAIN AUTH M030	REDISTRIBUTION OF CERTAIN AUTHORIZED FUNDS MAP-21 EXT	M
04	SURFACE TRANSPORTATION	RECA	REC	M03E	REDIST CERTAIN AUTH	REDISTRIBUTION OF CERTAIN AUTHORIZED FUNDS MAP-21 EXT	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A2CR2	M0E1	ATRIP BND 2 RDWY CONVERT 2	NHPP MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A1RDY	M0E1	ATRIP BOND ISSUE 1 ROADWAY	NHPP MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A2CRD	M0E1	ATRIP BND ISSUE 2 RDWY CONVERT	NHPP MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A2RDY	M0E1	ATRIP BOND ISSUE 2 ROADWAY	NHPP MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTPPC	ULPCA	M230	URBAN LARGE >200K PHNIX CTY AC	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPHV	ULHV	M230	URBAN LARGE >200K HUNTSVILLE	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPPC	STPCM	M230	STP >200K M230 PHENIX CITY	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPBH	ULBH	M230	URBAN LARGE >200K BIRMINGHAM	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPBH	STBHM	M230	STP >200K M230 BIRMINGHAM	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPMN	ARMNM	M230	ARRA OVERRUN MONT M230	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPBH	ULBHA	M230	URBAN SMALL <200K BHAM AC	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPHV	STHVM	M230	STP >200K M230 HUNTSVILLE	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPLL	STLLM	M230	STP >200K M230 LILLIAN	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPPC	ULPC	M230	URBAN LARGE >200K PHENIX CITY	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPMN	STMNM	M230	STP >200K M230 MONTGOMERY	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPMB	STMBM	M230	STP >200K M230 MOBILE	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPMN	SMNAM	M230	STP >200K MONTGOMERY AC	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPMB	ULMB	M230	URBAN LARGE >200K MOBILE	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPBH	ULBH1	M230	URBAN LARGE >200K BIRMINGHAM	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPLL	ULLLA	M230	URBAN SMALL <200K LILLIAN AC	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPMN	ULMN	M230	URBAN LARGE STP >200K MONT	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPLL	ULLL	M230	URBAN LARGE >200K LILLIAN	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPHV	ULHVA	M230	URBAN SMALL <200K HUNTS AC	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPMN	ULMNA	M230	URBAN SMALL <200K MONT AC	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPMB	ULMBA	M230	URBAN SMALL <200K MOBILE AC	STP >200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	STOAM	M231	STP <200K ALDOT PORTION M231	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPOA	DTMEA	M231	STP <200K DOTHAN AC	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPOA	USGDA	M231	URBAN SMALL <200K GADSDEN AC	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	USTLA	M231	URBAN SMALL <200K TUSC AC	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	AUSTM	M231	STP <200K M231 AUBURN	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST1	M231	ALDOT ALLOCATED STPAA, OA, NU	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	GDSTM	M231	STP <200K M231 GADSDEN	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTP**	STA	M231	ALDOT ALLOCATED STP ADV CN	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	USSH	M231	URBAN SMALL <200K SHOALS	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPOA	USSHA	M231	URBAN SMALL <200K SHOALS AC	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	DCSTM	M231	STP <200K M231 DECATUR	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST2	M231	ALDOT ALLOCATED STPAA, OA,NU	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST3	M231	ALDOT ALLOCATED STPAA, OA, NU	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CRD	M231	ATRIP BND ISSUE 1 RDWY CONVERT	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPOA	USDCA	M231	URBAN SMALL <200K DECATUR AC	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	USTL	M231	URBAN SMALL <200K TUSCALOOSA	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	TLSTM	M231	STP <200K M231 TUSCALOOSA	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST	M231	ALDOT ALLOCATED STPAA, OA, NU	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	DTSTM	M231	STP <200K M231 DOTHAN	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	SHSTM	M231	STP <200K M231 SHOALS	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPOA	ACTLM	M231	ADVANCE CN TUSC MAP-21 M231	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	USAU	M231	URBAN SMALL <200K AUBURN	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	USDT	M231	URBAN SMALL <200K DOTHAN	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPOA	USAUA	M231	URBAN SMALL <200K AUBURN AC	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	DASTM	M231	STP <200K M231 EASTERN SHORE	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	USGD	M231	URBAN SMALL <200K GADSDEN	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPNU-OA-A	CORD	M231	COUNTY SUB ALLOCATED RDY	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPOA	SOAMA	M231	STP <200K ALDOT M231 AC	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	USDC	M231	URBAN SMALL <200K DECATUR	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	USAN	M231	URBAN SMALL <200K ANNISTON	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPOA	USESA	M231	URBAN SMALL <200K EAST SHOR AC	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	ANSTM	M231	STP <200K M231 ANNISTON	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	NU-OA-AA	CORDA	M231	COUNTY SUB ALLOCATED RDY AC	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	USES	M231	URBAN SMALL <200K EASTERN SHOR	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPOA	USANA	M231	URBAN SMALL <200K ANNISTON AC	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST4	M231	ALDOT ALLOCATED STPAA, OA, NU	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPOA	USDTA	M231	URBAN SMALL <200K DOTHAN AC	STP <200K MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPNU	AC232	M232	ADVANCE CN NON URBAN M232	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST4	M232	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CRD	M232	ATRIP BND ISSUE 1 RDWY CONVERT	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST2	M232	ALDOT ALLOCATED STPAA, OA,NU	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST3	M232	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST	M232	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	NU-OA-AA	CORDA	M232	COUNTY SUB ALLOCATED RDY AC	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CR2	M232	ATRIP BND 1 RDWY CONVERT 2	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STPNU-OA-A	CORD	M232	COUNTY SUB ALLOCATED RDY	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STPNU	STNUM	M232	STP <5K M232 NON URBAN	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST1	M232	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS MAP-21	M

FUNDING CODES							
FED_CAT_ID	Cat Description	PREFIX ID	PGM_ID	FED_APPR_ID	PGM_NA	FED_APPR_DS	FED_ACT_CD
04	SURFACE TRANSPORTATION	ACSTP**	STA	M232	ALDOT ALLOCATED STP ADV CN	STP NON-URBAN AREAS MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST4	M233	ALDOT ALLOCATED STPAA, OA, NU	STP BR OFF SYSTEM MAP-21	M
04	SURFACE TRANSPORTATION	STPBH	ULBH	M23E	URBAN LARGE >200K BIRMINGHAM	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTPBH	ULBHA	M23E	URBAN SMALL <200K BHAM AC	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPLL	ULLL	M23E	URBAN LARGE >200K LILLIAN	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPMN	ULMN	M23E	URBAN LARGE STP >200K MONT	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPLL	SLLME	M23E	STP >200K M23E LILLIAN	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTPLL	ULLLA	M23E	URBAN SMALL <200K LILLIAN AC	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPHV	SHVME	M23E	STP >200K M23E HUNTSVILLE	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPHV	ULHV	M23E	URBAN LARGE >200K HUNTSVILLE	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTPHV	ULHVA	M23E	URBAN SMALL <200K HUNTS AC	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPMN	SMNME	M23E	STP >200K M23E MONTGOMERY	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTPMN	ULMNA	M23E	URBAN SMALL <200K MONT AC	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPMB	SMBME	M23E	STP >200K M23E MOBILE	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPPC	SPCME	M23E	STP >200K M23E PHENIX CITY	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTPMN	SMNAM	M23E	STP >200K MONTGOMERY AC	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTPPC	ULPCA	M23E	URBAN LARGE >200K PHNIX CTY AC	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTPMB	ULMBA	M23E	URBAN SMALL <200K MOBILE AC	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPBH	SBHME	M23E	STP >200K M23E BIRMINGHAM	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPPC	ULPC	M23E	URBAN LARGE >200K PHENIX CITY	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPBH	ULBH1	M23E	URBAN LARGE >200K BIRMINGHAM	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPMB	ULMB	M23E	URBAN LARGE >200K MOBILE	STP >200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST4	M240	ALDOT ALLOCATED STPAA, OA, NU	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	STPAA	AAMN	M240	AA / OA CONVERSION FOR MGY TMA	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST	M240	ALDOT ALLOCATED STPAA, OA, NU	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	STPAA	AAMNA	M240	AA / OA CONVERSION MGY TMA AC	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	STPAA	STAAM	M240	STP ANY AREA MAP-21 M240	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	STPNU-OA-A	CORD	M240	COUNTY SUB ALLOCATED RDY	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	ACSTPAA	24AC	M240	ADV CONS STP ANY AREA M240	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST2	M240	ALDOT ALLOCATED STPAA, OA,NU	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	NU-OA-AA	CORDA	M240	COUNTY SUB ALLOCATED RDY AC	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	ACSTP**	STA	M240	ALDOT ALLOCATED STP ADV CN	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST1	M240	ALDOT ALLOCATED STPAA, OA, NU	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	STMAA	AROV	M240	ARRA OVERRUN FUNDING	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	STP**	ST3	M240	ALDOT ALLOCATED STPAA, OA, NU	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CRD	M240	ATRIP BND ISSUE 1 RDWY CONVERT	STP ANY AREA MAP-21	M
04	SURFACE TRANSPORTATION	STPAA	SAAME	M24E	STP ANY AREA MAP-21 EXT M24E	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTP**	STA	M24E	ALDOT ALLOCATED STP ADV CN	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST	M24E	ALDOT ALLOCATED STPAA, OA, NU	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTPAA	24AC	M24E	ADV CONS STP ANY AREA M240	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	NU-OA-AA	CORDA	M24E	COUNTY SUB ALLOCATED RDY AC	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A2RDY	M24E	ATRIP BOND ISSUE 2 ROADWAY	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPAA	AAMN	M24E	AA / OA CONVERSION FOR MGY TMA	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST1	M24E	ALDOT ALLOCATED STPAA, OA, NU	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST2	M24E	ALDOT ALLOCATED STPAA, OA,NU	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPNU-OA-A	CORD	M24E	COUNTY SUB ALLOCATED RDY	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST3	M24E	ALDOT ALLOCATED STPAA, OA, NU	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPAA	AAMNA	M24E	AA / OA CONVERSION MGY TMA AC	STP ANY AREA MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	NHI	NHI29	M290	STP 1/2% NHI TRSAFETEALU L29	NHI EDUCATION & TRAINING MAP-21	M
04	SURFACE TRANSPORTATION	STPOA	DTME	M2E1	STP <200K M2E1 DOTHAN	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	USTL	M2E1	URBAN SMALL <200K TUSCALOOSA	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTPOA	USANA	M2E1	URBAN SMALL <200K ANNISTON AC	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST3	M2E1	ALDOT ALLOCATED STPAA, OA, NU	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A2RDY	M2E1	ATRIP BOND ISSUE 2 ROADWAY	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTPOA	USDCA	M2E1	URBAN SMALL <200K DECATUR AC	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CRD	M2E1	ATRIP BND ISSUE 1 RDWY CONVERT	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST	M2E1	ALDOT ALLOCATED STPAA, OA, NU	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	SHME	M2E1	STP <200K M2E1 SHOALS	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTPOA	USSHA	M2E1	URBAN SMALL <200K SHOALS AC	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	USSH	M2E1	URBAN SMALL <200K SHOALS	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	TLME	M2E1	STP <200K M2E1 TUSCALOOSA	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	NU-OA-AA	CORDA	M2E1	COUNTY SUB ALLOCATED RDY AC	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTPOA	USGDA	M2E1	URBAN SMALL <200K GADSDEN AC	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	GDME	M2E1	STP <200K M2E1 GADSDEN	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	USAN	M2E1	URBAN SMALL <200K ANNISTON	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	SOAME	M2E1	STP <200K ALDOT PORTION M2E1	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTPOA	USESA	M2E1	URBAN SMALL <200K EAST SHOR AC	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTPOA	USDTA	M2E1	URBAN SMALL <200K DOTHAN AC	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	DCME	M2E1	STP <200K M2E1 DECATUR	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	USDC	M2E1	URBAN SMALL <200K DECATUR	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	USDT	M2E1	URBAN SMALL <200K DOTHAN	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST1	M2E1	ALDOT ALLOCATED STPAA, OA, NU	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	DAME	M2E1	STP <200K M2E1 EASTERN SHORE	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	USTLA	M2E1	URBAN SMALL <200K TUSC AC	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST4	M2E1	ALDOT ALLOCATED STPAA, OA, NU	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTPOA	USAUA	M2E1	URBAN SMALL <200K AUBURN AC	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	AUME	M2E1	STP <200K M2E1 AUBURN	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	ANME	M2E1	STP <200K M2E1 ANNISTON	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	USAU	M2E1	URBAN SMALL <200K AUBURN	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	USES	M2E1	URBAN SMALL <200K EASTERN SHOR	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CR3	M2E1	ATRIP BND 1 RDWY CONVERT 3	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST2	M2E1	ALDOT ALLOCATED STPAA, OA,NU	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPNU-OA-A	CORD	M2E1	COUNTY SUB ALLOCATED RDY	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CR4	M2E1	ATRIP BND 1 RDWY CONVERT 4	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPOA	USGD	M2E1	URBAN SMALL <200K GADSDEN	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTP**	STA	M2E1	ALDOT ALLOCATED STP ADV CN	STP <200K MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST3	M2E2	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CR2	M2E2	ATRIP BND 1 RDWY CONVERT 2	STP NON-URBAN AREAS MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST2	M2E2	ALDOT ALLOCATED STPAA, OA,NU	STP NON-URBAN AREAS MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STPNU	SNUME	M2E2	STP <5K NON URBAN M2E2	STP NON-URBAN AREAS MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST4	M2E2	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CRD	M2E2	ATRIP BND ISSUE 1 RDWY CONVERT	STP NON-URBAN AREAS MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST1	M2E2	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CR3	M2E2	ATRIP BND 1 RDWY CONVERT 3	STP NON-URBAN AREAS MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A2RDY	M2E2	ATRIP BOND ISSUE 2 ROADWAY	STP NON-URBAN AREAS MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CR4	M2E2	ATRIP BND 1 RDWY CONVERT 4	STP NON-URBAN AREAS MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	ACSTP**	STA	M2E2	ALDOT ALLOCATED STP ADV CN	STP NON-URBAN AREAS MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST	M2E2	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	NU-OA-AA	CORDA	M2E2	COUNTY SUB ALLOCATED RDY AC	STP NON-URBAN AREAS MAP-21 EXTENTION	M

FUNDING CODES

FED_CAT_ID	Cat Description	PREFIX ID	PGM_ID	FED_APPR_ID	PGM_NA	FED_APPR_DS	FED_ACT_CD
04	SURFACE TRANSPORTATION	STPNU-OA-A	CORD	M2E2	COUNTY SUB ALLOCATED RDY	STP NON-URBAN AREAS MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST4	M2E3	ALDOT ALLOCATED STPAA, OA, NU	STP BR OFF SYSTEM MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST1	M2E3	ALDOT ALLOCATED STPAA, OA, NU	STP BR OFF SYSTEM MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST3	M2E3	ALDOT ALLOCATED STPAA, OA, NU	STP BR OFF SYSTEM MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	STP**	ST2	M2E3	ALDOT ALLOCATED STPAA, OA,NU	STP BR OFF SYSTEM MAP-21 EXTENTION	M
04	SURFACE TRANSPORTATION	RECA	RECA	Q030	REDIST CERTAIN AUTH	REDISTRIBUTION OF CERTAIN AUTH	T
04	SURFACE TRANSPORTATION	STPOA	ANST	Q200	STEA OTHER THAN 200K ANNISTON	STP <200K TEA-21	T
04	SURFACE TRANSPORTATION	STPOA	DTST	Q200	STEA OTHER THAN 200K DOTHAN	STP <200K TEA-21	T
04	SURFACE TRANSPORTATION	STPOA	DCST	Q200	STEA OTHER THAN 200K DECATUR	STP <200K TEA-21	T
04	SURFACE TRANSPORTATION	ACSTPOA	ACR20	Q200	AC STEA OTHER THAN 200K URBAN	STP <200K TEA-21	T
04	SURFACE TRANSPORTATION	STPOA	MNST	Q200	STEA OTHER THAN 200K MONTG	STP <200K TEA-21	T
04	SURFACE TRANSPORTATION	STPOA	OAST	Q200	STEA OTHER THAN 200K URBAN	STP <200K TEA-21	T
04	SURFACE TRANSPORTATION	STPOA	TLST	Q200	STEA OTHER THAN 200K TUSC	STP <200K TEA-21	T
04	SURFACE TRANSPORTATION	STPOA	AOST	Q200	STEA OTHER THAN 200K AUB/OPE	STP <200K TEA-21	T
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRSN1	Q200	GARVEY BONDS ISSUE 1 "STP"	STP <200K TEA-21	T
04	SURFACE TRANSPORTATION	STPOA	GDST	Q200	STEA OTHER THAN 200K GADSDEN	STP <200K TEA-21	T
04	SURFACE TRANSPORTATION	STPOA	SHST	Q200	STEA OTHER THAN 200K SHOALS	STP <200K TEA-21	T
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRSN1	Q210	GARVEY BONDS ISSUE 1 "STP"	STP ANY SAFETY TEA-21	T
04	SURFACE TRANSPORTATION	STPTE	TEST	Q220	STEA TRANSPORTATION ENHANCEMEN	STP ENHANCEMENT TEA-21	T
04	SURFACE TRANSPORTATION	STPBH	ARBH	Q230	ARRA OVERRUN BHAM L230, L23E	STP URBANIZED TEA-21	T
04	SURFACE TRANSPORTATION	STPMB	MBST	Q230	STEA URBAN AREA MOBILE	STP URBANIZED TEA-21	T
04	SURFACE TRANSPORTATION	STPLL	LLST	Q230	STEA URBAN AREA LILLIAN/PENS	STP URBANIZED TEA-21	T
04	SURFACE TRANSPORTATION	STPBH	BHST	Q230	STEA URBAN AREA BIRMINGHAM	STP URBANIZED TEA-21	T
04	SURFACE TRANSPORTATION	STPHV	HVST	Q230	STEA URBAN AREA HUNTSVILLE	STP URBANIZED TEA-21	T
04	SURFACE TRANSPORTATION	STPPC	PCST	Q230	STEA URBAN AREA PHENIX CITY	STP URBANIZED TEA-21	T
04	SURFACE TRANSPORTATION	STPMT	MTST	Q230	STEA URBAN AREA MONTGOMERY	STP URBANIZED TEA-21	T
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRSN1	Q240	GARVEY BONDS ISSUE 1 "STP"	STP ANY AREA TEA-21	T
04	SURFACE TRANSPORTATION	STMAA	AROV	Q240	ARRA OVERRUN FUNDING	STP ANY AREA TEA-21	T
04	SURFACE TRANSPORTATION	STPAA	AAST	Q240	STEA ANY AREA	STP ANY AREA TEA-21	T
04	SURFACE TRANSPORTATION	STPAA	HNTOA	Q240	HUNTSVILLE STPOA FUNDS	STP ANY AREA TEA-21	T
04	SURFACE TRANSPORTATION	ACSTPAA	ACR24	Q240	ADV CONS STPAA REG Q240 H240	STP ANY AREA TEA-21	T
04	SURFACE TRANSPORTATION	STPAA	AAMN	Q240	AA / OA CONVERSION FOR MGY TMA	STP ANY AREA TEA-21	T
04	SURFACE TRANSPORTATION	ACGBSTPNU	GRSN1	Q250	GARVEY BONDS ISSUE 1 "STP"	STP NON-URBAN AREAS TEA-21	T
04	SURFACE TRANSPORTATION	STPNU	NUST	Q250	STEA NON URBAN AREAS	STP NON-URBAN AREAS TEA-21	T
04	SURFACE TRANSPORTATION	NHI	NHITP	Q290	NHI TRAINING PROGRAM	NHI TRAINING PROGRAM	T
04	SURFACE TRANSPORTATION	STPTE	TEST	Q340	STEA TRANSPORTATION ENHANCEMEN	STPTE, 100%	T
04	SURFACE TRANSPORTATION	STPOA	OAST	QB10	STEA OTHER THAN 200K URBAN	OAST TEA21 TRANSFER TO TRANSIT	T
04	SURFACE TRANSPORTATION	STPPC	PCST	QB40	STEA URBAN AREA PHENIX CITY	>200K TEA21 TRANSFER TO TRANSIT	T
04	SURFACE TRANSPORTATION	STPMB	MBST	QB40	STEA URBAN AREA MOBILE	>200K TEA21 TRANSFER TO TRANSIT	T
04	SURFACE TRANSPORTATION	STPMT	MTST	QB40	STEA URBAN AREA MONTGOMERY	>200K TEA21 TRANSFER TO TRANSIT	T
04	SURFACE TRANSPORTATION	STPBH	BHST	QB40	STEA URBAN AREA BIRMINGHAM	>200K TEA21 TRANSFER TO TRANSIT	T
04	SURFACE TRANSPORTATION	STPAA	AAST	QB50	STEA ANY AREA	AAST TEA21 TRANSFER TO TRANSIT	T
04	SURFACE TRANSPORTATION	QTDG	QTDG	QTDG	ARRA FED HIGHWAY TIGER V GRANT	FED HIGHWAY TIGER V GRANT	N
04	SURFACE TRANSPORTATION	AC ATRIP##	A2CRD	Z001	ATRIP BND ISSUE 2 RDWY CONVERT	NHPP FAST	Z
04	SURFACE TRANSPORTATION	STPMN	ULMN	Z005	URBAN LARGE STP >200K MONT	HWY INF TRUMP >200K	Z
04	SURFACE TRANSPORTATION	STPBH	ULBH1	Z005	URBAN LARGE >200K BIRMINGHAM	HWY INF TRUMP >200K	Z
04	SURFACE TRANSPORTATION	STPBH	ULBH	Z005	URBAN LARGE >200K BIRMINGHAM	HWY INF TRUMP >200K	Z
04	SURFACE TRANSPORTATION	STPLL	ULLL	Z005	URBAN LARGE >200K LILLIAN	HWY INF TRUMP >200K	Z
04	SURFACE TRANSPORTATION	STPPC	ULPC	Z005	URBAN LARGE >200K PHENIX CITY	HWY INF TRUMP >200K	Z
04	SURFACE TRANSPORTATION	STPMB	ULMB	Z005	URBAN LARGE >200K MOBILE	HWY INF TRUMP >200K	Z
04	SURFACE TRANSPORTATION	STPHV	ULHV	Z005	URBAN LARGE >200K HUNTSVILLE	HWY INF TRUMP >200K	Z
04	SURFACE TRANSPORTATION	STPOA	Z0069	Z006	TRUMP ALLOCATED STOA FUNDS 90%	HWY INF TRUMP STPOA	Z
04	SURFACE TRANSPORTATION	STPNU	Z0079	Z007	TRUMP ALLOCATED STNU FUNDS 90%	HWY INF TRUMP STPNU	Z
04	SURFACE TRANSPORTATION	RECA	REC	Z030	REDIST CERTAIN AUTH	RECA FAST	Z
04	SURFACE TRANSPORTATION	ACRECA	RECAC	Z030	REDIST CERTAIN AUTH ADV CN	RECA FAST	Z
04	SURFACE TRANSPORTATION	ACSTPLL	ULLLA	Z230	URBAN SMALL <200K LILLIAN AC	STP >200K FAST	Z
04	SURFACE TRANSPORTATION	STPLL	ULLL	Z230	URBAN LARGE >200K LILLIAN	STP >200K FAST	Z
04	SURFACE TRANSPORTATION	ACSTPHV	ULHVA	Z230	URBAN SMALL <200K HUNTS AC	STP >200K FAST	Z
04	SURFACE TRANSPORTATION	ACSTPMB	ULMBA	Z230	URBAN SMALL <200K MOBILE AC	STP >200K FAST	Z
04	SURFACE TRANSPORTATION	STPMB	ULMB	Z230	URBAN LARGE >200K MOBILE	STP >200K FAST	Z
04	SURFACE TRANSPORTATION	STPMN	ULMN	Z230	URBAN LARGE STP >200K MONT	STP >200K FAST	Z
04	SURFACE TRANSPORTATION	STPBH	ULBH1	Z230	URBAN LARGE >200K BIRMINGHAM	STP >200K FAST	Z
04	SURFACE TRANSPORTATION	STPBH	ULBH	Z230	URBAN LARGE >200K BIRMINGHAM	STP >200K FAST	Z
04	SURFACE TRANSPORTATION	STPPC	ULPC	Z230	URBAN LARGE >200K PHENIX CITY	STP >200K FAST	Z
04	SURFACE TRANSPORTATION	ACSTPPC	ULPCA	Z230	URBAN LARGE >200K PHNIX CTY AC	STP >200K FAST	Z
04	SURFACE TRANSPORTATION	ACSTPMN	ULMNA	Z230	URBAN SMALL <200K MONT AC	STP >200K FAST	Z
04	SURFACE TRANSPORTATION	ACSTPBH	ULBHA	Z230	URBAN SMALL <200K BHAM AC	STP >200K FAST	Z
04	SURFACE TRANSPORTATION	STPHV	ULHV	Z230	URBAN LARGE >200K HUNTSVILLE	STP >200K FAST	Z
04	SURFACE TRANSPORTATION	STPOA	USDT	Z231	URBAN SMALL <200K DOTHAN	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	ACSTPOA	USDTA	Z231	URBAN SMALL <200K DOTHAN AC	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STPOA	USES	Z231	URBAN SMALL <200K EASTERN SHOR	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST4	Z231	ALDOT ALLOCATED STPAA, OA, NU	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	ACSTPOA	USESA	Z231	URBAN SMALL <200K EAST SHOR AC	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STPOA	USTLA	Z231	URBAN SMALL <200K TUSC AC	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STPOA	USDC	Z231	URBAN SMALL <200K DECATUR	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	ACSTPOA	USGDA	Z231	URBAN SMALL <200K GADSDEN AC	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	ACSTPOA	USANA	Z231	URBAN SMALL <200K ANNISTON AC	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	ACSTPOA	USDCA	Z231	URBAN SMALL <200K DECATUR AC	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STPNU-OA-A	CORD	Z231	COUNTY SUB ALLOCATED RDY	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST3	Z231	ALDOT ALLOCATED STPAA, OA, NU	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STPOA	USSH	Z231	URBAN SMALL <200K SHOALS	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	ACSTPOA	USSHA	Z231	URBAN SMALL <200K SHOALS AC	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STPOA	USAN	Z231	URBAN SMALL <200K ANNISTON	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST2	Z231	ALDOT ALLOCATED STPAA, OA,NU	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CRD	Z231	ATRIP BND ISSUE 1 RDWY CONVERT	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST1	Z231	ALDOT ALLOCATED STPAA, OA, NU	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	NU-OA-AA	CORDA	Z231	COUNTY SUB ALLOCATED RDY AC	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CR4	Z231	ATRIP BND 1 RDWY CONVERT 4	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST	Z231	ALDOT ALLOCATED STPAA, OA, NU	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	AC ATRIP##	A2RDY	Z231	ATRIP BOND ISSUE 2 ROADWAY	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	ACSTPOA	USAUA	Z231	URBAN SMALL <200K AUBURN AC	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STPOA	USAU	Z231	URBAN SMALL <200K AUBURN	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STPOA	USTL	Z231	URBAN SMALL <200K TUSCALOOSA	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	AC ATRIP##	A1RDY	Z231	ATRIP BOND ISSUE 1 ROADWAY	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	ACSTP**	STA	Z231	ALDOT ALLOCATED STP ADV CN	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CR3	Z231	ATRIP BND 1 RDWY CONVERT 3	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CR2	Z231	ATRIP BND 1 RDWY CONVERT 2	STP <200K FAST	Z
04	SURFACE TRANSPORTATION	STPOA	USGD	Z231	URBAN SMALL <200K GADSDEN	STP <200K FAST	Z

FUNDING CODES

FED_CAT_ID	Cat Description	PREFIX ID	PGM_ID	FED_APPR_ID	PGM_NA	FED_APPR_DS	FED_ACT_CD
04	SURFACE TRANSPORTATION	ACSTP**	STA	Z232	ALDOT ALLOCATED STP ADV CN	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	STPNU-OA-A	CORD	Z232	COUNTY SUB ALLOCATED RDY	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CR2	Z232	ATRIP BND 1 RDWY CONVERT 2	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST3	Z232	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	AC ATRIP##	A2RDY	Z232	ATRIP BOND ISSUE 2 ROADWAY	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST	Z232	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CR3	Z232	ATRIP BND 1 RDWY CONVERT 3	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CR4	Z232	ATRIP BND 1 RDWY CONVERT 4	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	NU-OA-AA	CORDA	Z232	COUNTY SUB ALLOCATED RDY AC	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST2	Z232	ALDOT ALLOCATED STPAA, OA,NU	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CRD	Z232	ATRIP BND ISSUE 1 RDWY CONVERT	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST1	Z232	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST4	Z232	ALDOT ALLOCATED STPAA, OA, NU	STP NON-URBAN AREAS FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST1	Z233	ALDOT ALLOCATED STPAA, OA, NU	STP BR OFF SYSTEM FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST2	Z233	ALDOT ALLOCATED STPAA, OA,NU	STP BR OFF SYSTEM FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST4	Z233	ALDOT ALLOCATED STPAA, OA, NU	STP BR OFF SYSTEM FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST3	Z233	ALDOT ALLOCATED STPAA, OA, NU	STP BR OFF SYSTEM FAST	Z
04	SURFACE TRANSPORTATION	STPNU-OA-A	CORD	Z240	COUNTY SUB ALLOCATED RDY	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	STPAA	AAMN	Z240	AA / OA CONVERSION FOR MGY TMA	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST1	Z240	ALDOT ALLOCATED STPAA, OA, NU	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	AC ATRIP##	A2RDY	Z240	ATRIP BOND ISSUE 2 ROADWAY	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST	Z240	ALDOT ALLOCATED STPAA, OA, NU	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	STPAA	AAMNA	Z240	AA / OA CONVERSION MGY TMA AC	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST3	Z240	ALDOT ALLOCATED STPAA, OA, NU	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	ACSTP**	STA	Z240	ALDOT ALLOCATED STP ADV CN	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CR4	Z240	ATRIP BND 1 RDWY CONVERT 4	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CR2	Z240	ATRIP BND 1 RDWY CONVERT 2	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	AC ATRIP##	A2CRD	Z240	ATRIP BND ISSUE 2 RDWY CONVERT	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST2	Z240	ALDOT ALLOCATED STPAA, OA,NU	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	NU-OA-AA	CORDA	Z240	COUNTY SUB ALLOCATED RDY AC	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CRD	Z240	ATRIP BND ISSUE 1 RDWY CONVERT	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	STP**	ST4	Z240	ALDOT ALLOCATED STPAA, OA, NU	STP ANY AREA FAST	Z
04	SURFACE TRANSPORTATION	AC ATRIP##	A1CR3	Z240	ATRIP BND 1 RDWY CONVERT 3	STP ANY AREA FAST	Z
05	MINIMUM GUARANTEE	MG	MGSPH	H760	MIN GUARANTEE SPEC OBLG H760	MINIMUM GUARANTEE SPECIAL H760	N
05	MINIMUM GUARANTEE	MG	MGEXH	H770	MIN GAURANTEE EXEMPT STEA03	MIN GUARANTEE EXEMPT FROM OBLIG STEA03	N
05	MINIMUM GUARANTEE	MG	MGSLH	H780	MIN GAURANTEE REG OBLIG H780	MIN GUARANTEE SUBJ TO REG OBLIGATION H780	N
05	MINIMUM GUARANTEE	EB	EBEXH	HZ10	EQUITY BONUS EXEMPT LIM	EQUITY BONUS EXEMPT LIM	N
05	MINIMUM GUARANTEE	EB	EBSPH	HZ20	EQUITY BONUS SPECIAL LIM	EQUITY BONUS SPECIAL LIM	N
05	MINIMUM GUARANTEE	MG	MGEXR	L77R	MIN GUARANTEE EXEMPT FR OBL LI	MIN GUARANTEE EXEMPT FROM OBLIG RESTORE	L
05	MINIMUM GUARANTEE	EB	EBEXL	LZ10	EQUITY BONUS EXEMPT LU	EQUITY BONUS EXEMPT LU	L
05	MINIMUM GUARANTEE	EB	EBEXE	LZ1E	EQUITY BONUS EXEMPT LZ1E	EQUITY BONUS EXEMPT S-LU EXT	L
05	MINIMUM GUARANTEE	EB	EBEXR	LZ1R	EQUITY BONUS EXEMPT LZ1R	EQUITY BONUS EXEMPT S-LU RESTORE	L
05	MINIMUM GUARANTEE	EB	EBSPL	LZ20	EQUITY BONUS SPECIAL LIM LZ20	EQUITY BONUS SPECIAL LIM	L
05	MINIMUM GUARANTEE	EB	EBSPE	LZ2E	EQUITY BONUS SPECIAL LIM LZ2E	EQUITY BONUS SPECIAL LIM S-LU EXT	L
05	MINIMUM GUARANTEE	MG	MGSP	Q760	MIN GUARNTY SPECIAL OBLG	MINIMUM GUARANTEE SPECIAL	T
05	MINIMUM GUARANTEE	MG	MGEX	Q770	MIN GUARANTEE EXEMPT FR OBL LI	MIN GUARANTEE EXEMPT FROM OBLIG	T
05	MINIMUM GUARANTEE	MG	MGSL	Q780	MIN GUARNTY SUB TO OBLG LIMITS	MIN GUARANTEE SUBJ TO OBLIG LIMITS	T
06	SPECIAL PROJECTS	ACHPP	AHPP	0AG0	AC HIGH PRIORITY CORR	AC HIGH PRIORITY CORR	T
06	SPECIAL PROJECTS	DPR-APD	ACRA	0AK0	ADCON RURAL ACCESS	ADV. CONST., RURAL ACCESS PROJECTS	I
06	SPECIAL PROJECTS	DPI	ACIP	0AM0	ADCON INNOVATV PROJ	ADV. CONST., INNOVATIVE PROJECTS	I
06	SPECIAL PROJECTS	DE	DEMO	3070	87 ACT DEMO PROJECTS	87 ACT DEMO PROJECTS	N
06	SPECIAL PROJECTS	DE	DEMO	3090	87 ACT DEMO PROJECTS	87 ACT DEMO PROJECTS	N
06	SPECIAL PROJECTS	FLEX	FLEX	31K0	FLEXIBLE ACCT FUNDS	FLEXIBLE ACCOUNT ANY AREA	I
06	SPECIAL PROJECTS	MCAA	MCAA0	31Q0	MILITARY CONST APPR ACT (31Q)	MILITARY CONST APPR ACT	T
06	SPECIAL PROJECTS	IVH	IVHS	3260	CONGESTION MANAGEMENT	CONGESTION MANAGEMENT PROJECT	N
06	SPECIAL PROJECTS	FBD	FBDF	3270	FERRY BOAT DISC FUNDS	FERRY BOAT, DISCRETIONARY	I
06	SPECIAL PROJECTS	SB	SBGP	32C0	SCENIC BYWAYS GRANTS	SCENIC BYWAYS	I
06	SPECIAL PROJECTS	DE	DEJ3	3450	JASPER BP DEMO PROJ	JASPER BYPASS DEMO FUNDS	N
06	SPECIAL PROJECTS	DPS	DPSP	3620	HIGH PRIORITY NHS CORRIDORS	HIGH PRIORITY NHS CORRIDORS	I
06	SPECIAL PROJECTS	DPS	DPSD	3630	HI PRI NHS CORR DISC	HIGH PRIORITY NHS DISCRETIONARY	I
06	SPECIAL PROJECTS	DPR	DPRA	3650	RURAL ACCESS	RURAL ACCESS	I
06	SPECIAL PROJECTS	DPI	DPIP	3670	INNOVATIVE PROJECTS	INNOVATIVE PROJECTS	I
06	SPECIAL PROJECTS	DESTP	DEM03	4260	STP DEMOS PL108-7, SECTION 330	STP DEMOS PL 108-7 SEC 330	N
06	SPECIAL PROJECTS	DEMO	MHP01	45A0	MISC HIGHWAY PROJ BHAM N BELT	MISC HIGHWAY PROJ BHAM N BELT	N
06	SPECIAL PROJECTS	DE	DEJB	5050	JASPER BYPASS DEMO PROJ	DEMO FDS JASPER BYPASS	N
06	SPECIAL PROJECTS	DE	DEJB1	5050	JASPER BYPASS DEMO PROJ 100%	DEMO FDS JASPER BYPASS	N
06	SPECIAL PROJECTS	AFS	DBNB	5170	DEMO N BHAM BELTLINE	DEMO N B'HAM BELTLINE	N
06	SPECIAL PROJECTS	HDP	CDEM	5280	I10/I65 CONNECT DEMO	I10/I65 CONNECTOR DEMO	N
06	SPECIAL PROJECTS	DE	DE59	5590	ORANGE BEACH/JASPER BYPASS	JASPER BYPASS DEMO FUNDS	I
06	SPECIAL PROJECTS	DEMO	STP09	56A0	SURF TRANS PRIORITIES 09 56A	SURF TRANS PRIORITIES 09	N
06	SPECIAL PROJECTS	DEMO	STP10	56C0	SURF TRANS PRIORITIES 2010 56C	SURFACE TRANS PRIORITIES	N
06	SPECIAL PROJECTS	DEMO	STP11	56C0	SURF TR PRIORITY 2010 56C 100%	SURFACE TRANS PRIORITIES	N
06	SPECIAL PROJECTS	FDR	FDRP	7000	FOREST DEVELPMNT RD	FOREST DEVELOPMENT ROAD	N
06	SPECIAL PROJECTS	DE	DETB	9420	TUSCALOOSA BYPASS DEMO	FHWA OPERATING FUNDS(VARIOUS RESEARCH PROJECTS)	N
06	SPECIAL PROJECTS	IVH	IVHS	94H0	CONGESTION MANAGEMENT	INTELEGENT VEHICLE HIGHWAY SYSTEM PROJECT	N
06	SPECIAL PROJECTS	HCBPP	HCBPP	9BA0	HISTORIC COVERED BR PRES PROG	HISTORIC COVERED BR PRESERVATION PROG	N
06	SPECIAL PROJECTS	STMFB	FBDFC	C950	FERRY BOAT DISCRETIONARY ARRA	FERRY BOAT DISCRETIONARY ARRA	N
06	SPECIAL PROJECTS	STMFB	C953	C953	FERRY BOAT DISCRETIONARY ARRA	FERRY BOAT DISCRETIONARY ARRA FY-3	N
06	SPECIAL PROJECTS	IMD	IMD05	H020	INTERSTATE MAINT DISCRETIONARY	INTERSTATE MAINT DISCRETIONARY	N
06	SPECIAL PROJECTS	DE	DEM04	H170	SEC 115 UNOBL BAL TRANSF	SEC 115 UNOBL BAL TRANSF	N
06	SPECIAL PROJECTS	DE	DEM04	H17A	SEC 115 UNOBL BAL TRANSF	SEC 115 UNOBL BAL TRANSF MAP-21	M
06	SPECIAL PROJECTS	NCPD	NCPDH	H640	NAT CORRIDOR PLAN AND DEV H640	NAT CORRIDOR PLAN AND DEV H640	N
06	SPECIAL PROJECTS		GSPHD	H650	GRANTS SUP PLAN HWY DEL SEC117	GRANTS SUP PLAN HWY DEL SEC 117	N
06	SPECIAL PROJECTS	DE	GSPHM	H660	GRANTS SUP PLN HWY SEC117 H66A	GRANTS SUP PLAN HWY STP SEC 117	N
06	SPECIAL PROJECTS	DE	GSPH5	H660	GRANTS SUP PLAN HWY SEC 117	GRANTS SUP PLAN HWY STP SEC 117	N
06	SPECIAL PROJECTS	DE	GSPHM	H66A	GRANTS SUP PLN HWY SEC117 H66A	GRANTS SUP PLAN HWY STP SEC 117 MAP-21	M
06	SPECIAL PROJECTS	DE	GSPH5	H66A	GRANTS SUP PLAN HWY SEC 117	GRANTS SUP PLAN HWY STP SEC 117 MAP-21	M
06	SPECIAL PROJECTS	HPP	HPPPH	H920	HI PRIORITY PRJ PGM TEA-LU	HI PRIORITY PROJECT PROGRAM TEA-LU 2004	N
06	SPECIAL PROJECTS	FBD	FBD04	H950	FERRY BOAT DISCR 2004 H950	FERRY BOAT DISCRETIONARY 2004	N
06	SPECIAL PROJECTS	SB	SBPH	H970	SCENIC BYWAYS H97	SCENIC BYWAYS H97	N
06	SPECIAL PROJECTS	HPP	ACHPL	HY10	AC HIGH PRIORITY LU	HI PRIORITY PROJECT WITH LIM TEA-LU 2005	L
06	SPECIAL PROJECTS	HPP	HPPH1	HY10	HI PRIORITY TEA-LU W LIM 2005	HI PRIORITY PROJECT WITH LIM TEA-LU 2005	L
06	SPECIAL PROJECTS	HPP	ACHPL	HY20	AC HIGH PRIORITY LU	HI PRIORITY PROJECT ST LIM TEA-LU 2005	L
06	SPECIAL PROJECTS	HPP	HPPH2	HY20	HI PRIORITY ST LIM 2005	HI PRIORITY PROJECT ST LIM TEA-LU 2005	L
06	SPECIAL PROJECTS	IMD	IMD02	L020	INTERSTATE MAINT DISCRETIONARY	INTERSTATE MAINTENANCE S-LU	L

FUNDING CODES

FED_CAT_ID	Cat Description	PREFIX ID	PGM_ID	FED_APPR_ID	PGM_NA	FED_APPR_DS	FED_ACT_CD
06	SPECIAL PROJECTS	IMD	IMD11	L020	INTERSTATEMAINT DISCRETIONARY	INTERSTATE MAINTENANCE S-LU	L
06	SPECIAL PROJECTS	IMD	IMD02	L02E	INTERSTATE MAINT DISCRETIONARY	INTERSTATE MAINT DISCRETIONARY	N
06	SPECIAL PROJECTS	IMD	IMD11	L02E	INTERSTATEMAINT DISCRETIONARY	INTERSTATE MAINT DISCRETIONARY	N
06	SPECIAL PROJECTS	FBD	FBD11	L95E	FERRY BOAT DISCR 2011 L95E	FERRY BOAT DISCRETIONARY 2011	N
06	SPECIAL PROJECTS	FBD	FBD	L95E	FERRY BOAT DISCR	FERRY BOAT DISCRETIONARY 2011	N
06	SPECIAL PROJECTS	SB	SBL97	L970	SCENIC BYWAYS LU L97	SCENIC BYWAYS L97	L
06	SPECIAL PROJECTS	SB	SBL97	L97E	SCENIC BYWAYS LU L97	SCENIC BYWAYS L97E	L
06	SPECIAL PROJECTS	NHBP	NHBP	LE30	NAT HISTORIC BRDG PROG LE30	NATIONAL HISTORIC BRDGE PROG	L
06	SPECIAL PROJECTS	NHBP	NHBPE	LE3E	NAT HISTORIC BRDG PROG LE3E	NATIONAL HISTORIC BRDGE PROG EXT	L
06	SPECIAL PROJECTS	HPP	HPPL1	LY10	HI PRIORITY W LIM 06-09	HI PRIORITY PROJECT WITH LIM TEA-LU 2006-09	L
06	SPECIAL PROJECTS	HPP	ACHPL	LY10	AC HIGH PRIORITY LU	HI PRIORITY PROJECT WITH LIM TEA-LU 2006-09	L
06	SPECIAL PROJECTS	HPP	HPPL2	LY20	HI PRIORITY ST LIM 06-09	HI PRIORITY PROJECT ST LIM TEA-LU 2006-09	L
06	SPECIAL PROJECTS	HPP	ACHPL	LY20	AC HIGH PRIORITY LU	HI PRIORITY PROJECT ST LIM TEA-LU 2006-09	L
06	SPECIAL PROJECTS	TRIMP	TRIMP	LY30	TRANSPORTATION IMP PROJ LY30	TRANSPORTATION IMP PROJ	L
06	SPECIAL PROJECTS	HPP	STP06	LY60	2006 SURFACE TRANS PROJ	2006 SURFACE TRANS PROJ	L
06	SPECIAL PROJECTS	DEMO	STP13	LY6A	2013 SURF TRAN PRJ LY7A LY6A	2013 SURFACE TRANS PROJ	M
06	SPECIAL PROJECTS	DEMO	STP13	LY7A	2013 SURF TRAN PRJ LY7A LY6A	2013 SURFACE TRANS PROJ SEC 112	M
06	SPECIAL PROJECTS	DEMO	STP08	LY90	2008 SURF TRAN PROJ SEC129 LY9	2008 SURFACE TRANS PROJ SEC 129	N
06	SPECIAL PROJECTS	DRTD	DRTD8	LZ50	DELTA REGION TRANSP DEVEL LZ50	DELTA REGION TRANSP DEVEL	N
06	SPECIAL PROJECTS	DE	D37AM	M37A	DEMO FOR MAP-21 M37A	TECH DEPLOY AID DEMO PROGRAM	M
06	SPECIAL PROJECTS	RECTR	RECTR	M940	RECREATION TRAIL	RECREATIONAL TRAILS MAP-21	M
06	SPECIAL PROJECTS	RECTR	RECTR	M94E	RECREATION TRAIL	RECREATIONAL TRAILS MAP-21 EXT	N
06	SPECIAL PROJECTS	FB	FB95M	M950	FERRY BOAT M950 MAP-21	CN OF FERRY BOATS & FERRY TERMINAL FACILITIES	M
06	SPECIAL PROJECTS	IMD	IMDIS	Q020	INTERSTATE MAINT DISCRETIONARY	INTERSTATE MAINT DISCRETIONARY	T
06	SPECIAL PROJECTS	HPP	SPRAB	Q160	SPECIAL PROJECTS - RABA	SPECIAL PROJECTS - RABA	N
06	SPECIAL PROJECTS	ITS	ITSEV	Q2R0	ITS PROGRAM EVACUATION 2002	ITS PROGRAM EVACUATION ROUTES 2002	T
06	SPECIAL PROJECTS	NCPD	NCPD1	Q640	NAT CORRIDOR PLAN AND DEV	NAT CORRIDOR PLAN AND DEV	N
06	SPECIAL PROJECTS	DPI	DHP8	Q900	STEA INNOVATIVE PROJECTS	INNOVATIVE PROJECTS PROGRAM	T
06	SPECIAL PROJECTS	HPP	HPPP	Q920	HI PRIORTY PROJECT PROGRAM	HIGH PRIORTY PROJECT PROGRAM	T
06	SPECIAL PROJECTS	ACHPP	ACR92	Q920	AC HIGH PRIORITY CORR	HIGH PRIORITY PROJECT PROGRAM	T
06	SPECIAL PROJECTS	FBD	FBD0	Q950	FERRY BOAT 2000 (Q95)	FERRY BOAT 2000	T
06	SPECIAL PROJECTS	SB	SB21	Q970	TEA-21 SCENIC BYWAYS	SCENIC BYWAYS Q97	T
06	SPECIAL PROJECTS	RP	RP80	R5N9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2017 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP801	R5N9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2017 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP812	R5N9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2017 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP811	R5N9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2017 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP81	R5N9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2017 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP90	R5N9	EARMARK REPURPOSE 2016 90%	REPURPOSE 2017 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP82	R5N9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2017 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP802	R5N9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2017 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP90	RPE9	EARMARK REPURPOSE 2016 90%	REPURPOSE 2016 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP82	RPE9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP80	RPE9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP10	RPE9	EARMARK REPURPOSE 2016 100%	REPURPOSE 2016 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP11	RPE9	EARMARK REPURPOSE 2016 100%	REPURPOSE 2016 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP812	RPE9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP801	RPE9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP802	RPE9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP81	RPE9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP811	RPE9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 EXEMPT	Z
06	SPECIAL PROJECTS	RP	RP10	RPF9	EARMARK REPURPOSE 2016 100%	REPURPOSE 2016 FORMULA	Z
06	SPECIAL PROJECTS	RP	RP11	RPF9	EARMARK REPURPOSE 2016 100%	REPURPOSE 2016 FORMULA	Z
06	SPECIAL PROJECTS	RP	RP82	RPF9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 FORMULA	Z
06	SPECIAL PROJECTS	RP	RP80	RPF9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 FORMULA	Z
06	SPECIAL PROJECTS	RP	RP801	RPF9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 FORMULA	Z
06	SPECIAL PROJECTS	RP	RP802	RPF9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 FORMULA	Z
06	SPECIAL PROJECTS	RP	RP81	RPF9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 FORMULA	Z
06	SPECIAL PROJECTS	RP	RP90	RPF9	EARMARK REPURPOSE 2016 90%	REPURPOSE 2016 FORMULA	Z
06	SPECIAL PROJECTS	RP	RP812	RPF9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 FORMULA	Z
06	SPECIAL PROJECTS	RP	RP811	RPF9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 FORMULA	Z
06	SPECIAL PROJECTS	RP	RP90	RPS0	EARMARK REPURPOSE 2016 90%	REPURPOSE 2017 SPECIAL FORMULA	Z
06	SPECIAL PROJECTS	RP	RP802	RPS0	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2017 SPECIAL FORMULA	Z
06	SPECIAL PROJECTS	RP	RP801	RPS0	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2017 SPECIAL FORMULA	Z
06	SPECIAL PROJECTS	RP	RP80	RPS0	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2017 SPECIAL FORMULA	Z
06	SPECIAL PROJECTS	RP	RP811	RPS9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 SPECIAL FORMULA	Z
06	SPECIAL PROJECTS	RP	RP11	RPS9	EARMARK REPURPOSE 2016 100%	REPURPOSE 2016 SPECIAL FORMULA	Z
06	SPECIAL PROJECTS	RP	RP81	RPS9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 SPECIAL FORMULA	Z
06	SPECIAL PROJECTS	RP	RP10	RPS9	EARMARK REPURPOSE 2016 100%	REPURPOSE 2016 SPECIAL FORMULA	Z
06	SPECIAL PROJECTS	RP	RP812	RPS9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 SPECIAL FORMULA	Z
06	SPECIAL PROJECTS	RP	RP802	RPS9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 SPECIAL FORMULA	Z
06	SPECIAL PROJECTS	RP	RP82	RPS9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 SPECIAL FORMULA	Z
06	SPECIAL PROJECTS	RP	RP801	RPS9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 SPECIAL FORMULA	Z
06	SPECIAL PROJECTS	RP	RP90	RPS9	EARMARK REPURPOSE 2016 90%	REPURPOSE 2016 SPECIAL FORMULA	Z
06	SPECIAL PROJECTS	RP	RP80	RPS9	EARMARK REPURPOSE 2016 80/20	REPURPOSE 2016 SPECIAL FORMULA	Z
06	SPECIAL PROJECTS	RECTR	RECTR	Z940	RECREATION TRAIL	RECREATIONAL TRAILS FAST	Z
07	MINIMUM ALLOCATION	MAAA	MAAA	34A0	ANY AREA	MIN. ALLOCATION- ANY AREA	I
07	MINIMUM ALLOCATION		MAMB	34B0	URBAN AREA MOBILE	MIN. ALLOCATION- URBAN AREA	I
07	MINIMUM ALLOCATION	MABH	MABH	34B0	URBAN AREA BIRMINGHAM	MIN. ALLOCATION- URBAN AREA	I
07	MINIMUM ALLOCATION	MAPC	MAPC	34B0	URBAN AREA PHENIX CTY	MIN. ALLOCATION- URBAN AREA	I
07	MINIMUM ALLOCATION	MAMT	MAMT	34B0	URBAN AREA MONTGOMERY	MIN. ALLOCATION- URBAN AREA	I
07	MINIMUM ALLOCATION	MAOA	MAOA	34C0	OTHER THAN 200K URBAN	MIN. ALLOCATION- OTHER THAN 200K URBAN	I
07	MINIMUM ALLOCATION		MAA8	Q700	STEA ANY AREA	MINIMUM ALLOC ANY AREA	T
07	MINIMUM ALLOCATION	MABH	MBH8	Q710	STEA URBAN AREA BIRMINGHAM	MINIMUM ALLOC URBAN AREA OVER 200K	T
07	MINIMUM ALLOCATION	MAMB	MMB8	Q710	STEA URBAN AREA MOBILE	MINIMUM ALLOC URBAN AREA OVER 200K	T
07	MINIMUM ALLOCATION	MAPC	MPC8	Q710	STEA URBAN AREA PHENIX CITY	MINIMUM ALLOC URBAN AREA OVER 200K	T
07	MINIMUM ALLOCATION	STPMT	MMT8	Q710	STEA URBAN AREA MONTGOMERY	MINIMUM ALLOC URBAN AREA OVER 200K	T
07	MINIMUM ALLOCATION	MAOA	MOA8	Q720	STEA OTHER THAN 200K URBAN	MINIMUM ALLOC URBAN AREA OTHER AREA	T
07	MINIMUM ALLOCATION	MAAA	AAMA	Q800	STEA ANY AREA	MINIMUM ALLOC ANY AREA	T
07	MINIMUM ALLOCATION	MABH	BHMA	Q810	STEA URBAN AREA BIRMINGHAM	MINIMUM ALLOC URBAN > 200K	T
07	MINIMUM ALLOCATION	MAPC	PCMA	Q810	STEA URBAN AREA PHENIX CITY	MINIMUM ALLOC URBAN > 200K	T
07	MINIMUM ALLOCATION	MAMT	MTMA	Q810	STEA URBAN AREA MONTGOMERY	MINIMUM ALLOC URBAN > 200K	T
07	MINIMUM ALLOCATION	MAMB	MBMA	Q810	STEA URBAN AREA MOBILE	MINIMUM ALLOC URBAN > 200K	T
07	MINIMUM ALLOCATION	MAOA	OAMA	Q820	STEA OTHER THAN 200K URBAN	MINIMUM ALLOC OTHER AREA	T
08	DONOR STATE BONUS	DBAA	DBAA	35A0	ANY AREA	DONOR STATE BONUS- ANY AREA	I
08	DONOR STATE BONUS	DBMT	DBMT	35B0	URBAN AREA MONTGMERY	DONOR STATE BONUS-'URBAN AREA	I
08	DONOR STATE BONUS	DBMB	DBMB	35B0	URBAN AREA MOBILE	DONOR STATE BONUS-'URBAN AREA	I
08	DONOR STATE BONUS	DBBH	DBBH	35B0	URBAN AREA BIRMINGHM	DONOR STATE BONUS-'URBAN AREA	I
08	DONOR STATE BONUS	DBPC	DBPC	35B0	URBAN AREA PHENIX CTY	DONOR STATE BONUS-'URBAN AREA	I

FUNDING CODES

FED_CAT_ID	Cat Description	PREFIX ID	PGM_ID	FED_APPR_ID	PGM_NA	FED_APPR_DS	FED_ACT_CD
08	DONOR STATE BONUS	DBOA	DBOA	35C0	OTHER THAN 200K URBAN	DONOR STATE BONUS- OTHER THAN 200K URBAN	I
08	DONOR STATE BONUS	DBAA	AADB	Q600	STEA ANY AREA	DONOR STATE BONUS FLEX-98	T
08	DONOR STATE BONUS	DBMB	MBDB	Q610	STEA URBAN AREA MOBILE	DONOR BONUS URBAN >200K-98	T
08	DONOR STATE BONUS	DBBH	BHDB	Q610	STEA URBAN AREA BIRMINGHAM	DONOR BONUS URBAN >200K-98	T
08	DONOR STATE BONUS	DBMT	MTDB	Q610	STEA URBAN AREA MONTGOMERY	DONOR BONUS URBAN >200K-98	T
08	DONOR STATE BONUS	DBPC	PCDB	Q610	STEA URBAN AREA PHENIX CITY	DONOR BONUS URBAN >200K-98	T
08	DONOR STATE BONUS	DBOA	OADB	Q620	STEA OTHER THAN 200K URBAN	DONOR BONUS OTHER AREA FY 98	T
09	PRIMARY	F	CPRI	0100	CONSOLIDATED PRIMARY	CONSOLIDATED PRIMARY	N
09	PRIMARY	F	PRIM	0120	PRIMARY	PRIMARY	N
09	PRIMARY	F	PRIM	0130	PRIMARY	PRIMARY, G FUNDS	N
09	PRIMARY	F	RPRI	0730	RURAL PRIMARY	RURAL PRIMARY	N
09	PRIMARY	F	RPRI	0740	RURAL PRIMARY	RURAL PRIMARY, G FUNDS	N
09	PRIMARY	FR	FRRR	1100	PRIMARY 4R PROGRAM	PRIMARY 4R PROGRAM	N
09	PRIMARY	FF	PPRI	A120	PRIORITY PRIMARY	PRIORITY PRIMARY	N
09	PRIMARY	FF	PPRI	A130	PRIORITY PRIMARY	PRIORITY PRIMARY, G FUNDS	N
09	PRIMARY	F	CPRI	A140	CONSOLIDATED PRIMARY	CONSOLIDATED PRIMARY, G FUNDS	N
09	PRIMARY	ACF	ACFP	P120	ADV CON PRIMARY PROG	ADV. CONST., CONSOLIDATED PRIMARY	N
09	PRIMARY	F	CPRI	X140	CONSOLIDATED PRIMARY	CONSOLIDATED PRIMARY, NHI	N
09	PRIMARY	F	CPRI	X150	CONSOLIDATED PRIMARY	CONSOLIDATED PRIMARY, 1/4% NHI	N
10	APPALACHIAN	APD	APD7	36T0	APPALACHIAN SPECIAL FUNDS	SPECIAL APD FUNDS	I
10	APPALACHIAN	APD	APD01	4400	APPALACHIAN DEV HWY SYS 2001	APPALACHIAN DEV HWY SYS 2001	N
10	APPALACHIAN	APD	APDX	4420	APPALACHIAN DEV HWY DEMOS	APPALACHIAN DEV HWY DEMO	N
10	APPALACHIAN	APD	APD8	54C0	T21&STEA APPALACHIAN DEV	APPALACHIAN HWY DEV SYS	T
10	APPALACHIAN	APD	APD9	54D0	APD CORR X APPN54D	APD CORR X APPN54D	T
10	APPALACHIAN	APD	CX54F	54F0	CORRIDOR X 2002	CORRIDOR X 2002	N
10	APPALACHIAN	APD	AP54G	54G0	APPALACHIAN 2002 54G0	APPALACHIAN 2002	N
10	APPALACHIAN	APD	CX54H	54H0	CORRIDOR X 2003 54H	CORRIDOR X 2003	N
10	APPALACHIAN	APD	CX54J	54J0	CORRIDOR X 2003 54J	CORRIDOR X 2003	N
10	APPALACHIAN	APD	CX54K	54K0	APPALACHIAN DEV HWY SYS 2004	APPALACHIAN DEV HWY SYS 2004	N
10	APPALACHIAN	APD	CX54L	54L0	APPALACHIAN DEV HWY SYS MSS 04	APPALACHIAN DEV HWY SYS MSS 2004	N
10	APPALACHIAN	APD	AP100	54M0	APD PRE MAP-21 100% Q98 L98	APPALACHIAN DEV HWY SYS 2005	N
10	APPALACHIAN	APD	AP54M	54M0	APPALACHIAN DEV HWY SYS 05 M54	APPALACHIAN DEV HWY SYS 2005	N
10	APPALACHIAN	APD	AP54P	54P0	APPALACHIAN DEV HWY SYS 08 54P	APPALACHIAN DEV HWY SYS 2008	N
10	APPALACHIAN	APL	APLO	6390	APPA LOC AC OLD FUND	APPALACHIAN ACCESS OLD FUNDS	N
10	APPALACHIAN	ACAPD	ACAP	6400	ADV CONST APPA DEVEL	ADVANCED CONSTRUCTION APPALACHIAN DEVELOPMENT	N
10	APPALACHIAN	APD	APDV	6410	APPALACHIAN DEVELOP	APPALACHIAN DEVELOPMENT	N
10	APPALACHIAN	APL	APLA	6420	APPALACHIAN LOCAL AC	APPALACHIAN LOCAL ACCESS	N
10	APPALACHIAN	APD	APD6	7950	APPALACHIAN DEV FY86	APPALACHIAN DEVELOPMENT FY 86	I
10	APPALACHIAN	APL	APL6	7960	APPALACHIAN LOCAL AC	APPALACHIAN LOCAL ACCESS	I
10	APPALACHIAN	APL	APL04	79B0	APPALACHIAN LOCAL ACCESS FY 04	APPALACHIAN LOCAL ACCESS FY 04	T
10	APPALACHIAN	APL	AHCE	79G0	APPALACIAN HWY PROG 19	APD COST ESTIMATE FUNDS	I
10	APPALACHIAN	APD	APD8H	H980	APPALACHIAN DEV HWY STEA03	APPALACHIAN DEV HWY H980	N
10	APPALACHIAN	APD	APD8	H980	T21&STEA APPALACHIAN DEV	APPALACHIAN DEV HWY H980	N
10	APPALACHIAN	ACAPD	ACR98	H980	ADV CONST APPA DEVEL Q98	APPALACHIAN DEV HWY H980	N
10	APPALACHIAN	APD	AAC06	L790	APPALACHIAN ADMIN COSTS L79	APPALACHIAN ADMINISTRATIVE COSTS	L
10	APPALACHIAN	APD	AAC11	L79E	APPALACHIAN ADMIN COSTS L79E	APPALACHIAN ADMINISTRATIVE COSTS	L
10	APPALACHIAN	ACAPD	AC8L	L980	ADV CON APPL DEV HWY LU	APPALACHIAN DEV HWY LU	L
10	APPALACHIAN	APD	AP100	L980	APD PRE MAP-21 100% Q98 L98	APPALACHIAN DEV HWY LU	L
10	APPALACHIAN	APD	APD8L	L980	APPALACHIAN DEV HWY LU	APPALACHIAN DEV HWY LU	L
10	APPALACHIAN	APD	APD8R	L980	APPALCHIAN DEV HWY L98R	APPALACHIAN DEV HWY LU	L
10	APPALACHIAN	APD	AP100	L98E	APD PRE MAP-21 100% Q98 L98	APPALACHIAN DEV HWY S-LU EXT	L
10	APPALACHIAN	APD	APD8E	L98E	APPALCHIAN DEV HWY L98E	APPALACHIAN DEV HWY S-LU EXT	L
10	APPALACHIAN	APD	APDEA	L98E	APPALACHIAN L98E TO COVER AC	APPALACHIAN DEV HWY S-LU EXT	L
10	APPALACHIAN	ACAPD	ACAPD	L98E	ADVANCE CN APD PRE MAP-21 L98	APPALACHIAN DEV HWY S-LU EXT	L
10	APPALACHIAN	APD	AP100	L98R	APD PRE MAP-21 100% Q98 L98	APPALACHIAN DEV HWY S-LU RESTORE	L
10	APPALACHIAN	APD	APD8R	L98R	APPALCHIAN DEV HWY L98R	APPALACHIAN DEV HWY S-LU RESTORE	L
10	APPALACHIAN	APD	APD	M001	NHPP APD ROUTES	NHPP MAP-21	M
10	APPALACHIAN	ACAPD	APDA	M001	NHPP APD ROUTES ADVANCED CONST	NHPP MAP-21	M
10	APPALACHIAN	APD	APD1M	M001	NHPP APD ROUTES M001	NHPP MAP-21	M
10	APPALACHIAN	APD	APD	M002	NHPP APD ROUTES	NHPP EXEMPT MAP-21	M
10	APPALACHIAN	ACAPD	APDA	M002	NHPP APD ROUTES ADVANCED CONST	NHPP EXEMPT MAP-21	M
10	APPALACHIAN	APD	APDME	M0E1	NHPP APD ROUTES M0E1	NHPP MAP-21 EXTENTION	M
10	APPALACHIAN	APD	APD	M0E1	NHPP APD ROUTES	NHPP MAP-21 EXTENTION	M
10	APPALACHIAN	ACAPD	APDA	M0E2	NHPP APD ROUTES ADVANCED CONST	NHPP EXEMPT MAP-21 EXTENTION	M
10	APPALACHIAN	APD	APD	M0E2	NHPP APD ROUTES	NHPP EXEMPT MAP-21 EXTENTION	M
10	APPALACHIAN	APD	APD54	Q540	APPALACHIAN DEV Q98-REG OBL AU	APPALACHIAN DEV Q98-REG OBL AUTH	I
10	APPALACHIAN	APD	ACE01	Q790	APPALACHIAN COST EST UPDATE	APPALACHIAN COST EST UPDATE	N
10	APPALACHIAN	ACAPD	ACR98	Q980	ADV CONST APPA DEVEL Q98	TEA-21 APPALACHIAN DEV Q98	T
10	APPALACHIAN	APD	AP100	Q980	APD PRE MAP-21 100% Q98 L98	TEA-21 APPALACHIAN DEV Q98	T
10	APPALACHIAN	APD	APD8	Q980	T21&STEA APPALACHIAN DEV	TEA-21 APPALACHIAN DEV Q98	T
10	APPALACHIAN	APD	APD98	Q980	Q980 APPALACHIAN DEV	TEA-21 APPALACHIAN DEV Q98	T
10	APPALACHIAN	APD	APD	Z001	NHPP APD ROUTES	NHPP FAST	Z
10	APPALACHIAN	ACAPD	APDA	Z001	NHPP APD ROUTES ADVANCED CONST	NHPP FAST	Z
10	APPALACHIAN	APD	APD	Z002	NHPP APD ROUTES	NHPP EXEMPT FAST	Z
10	APPALACHIAN	ACAPD	APDA	Z002	NHPP APD ROUTES ADVANCED CONST	NHPP EXEMPT FAST	Z
11	URBAN	U	UABC	0320	URBAN EXTENSION ABC	URBAN EXTENSIONS	N
11	URBAN	U	UABC	0330	URBAN EXTENSION ABC	URBAN EXTENSIONS, G FUNDS	N
11	URBAN	T	TOPX	0770	TOPICS	TOPICS	N
11	URBAN	T	TOPX	0780	TOPICS	TOPICS, G FUNDS	N
11	URBAN	T	TOPX	T440	TOPICS	TOPICS	N
11	URBAN	T	TOPX	T450	TOPICS	TOPICS - 50% LIMITATION, G FUNDS	N
11	URBAN	U	UABC	U440	URBAN EXTENSION ABC	URBAN EXTENSION ABC	N
11	URBAN	M	MNOT	W320	URBAN SYST NOT ATRIB	URBAN SYSTEM NOT ATTRIBUTABLE	N
11	URBAN	M	MNOT	W330	URBAN SYST NOT ATRIB	URBAN SYSTEM NOT ATTRIBUTABLE, G FUNDS	N
11	URBAN	M	MMOB	W360	URBAN SYSTEM MOBILE	URBAN SYSTEM ATTRIBUTABLE	N
11	URBAN	M	MBHM	W360	URBAN SYSTEM BHAM	URBAN SYSTEM ATTRIBUTABLE	N
11	URBAN	M	MPCT	W360	URBAN SYSTEM PH CITY	URBAN SYSTEM ATTRIBUTABLE	N
11	URBAN	M	MPCT	W370	URBAN SYSTEM PH CITY	URBAN SYSTEM ATTRIBUTABLE, G FUNDS	N
11	URBAN	M	MMOB	W370	URBAN SYSTEM MOBILE	URBAN SYSTEM ATTRIBUTABLE, G FUNDS	N
11	URBAN	M	MBHM	W370	URBAN SYSTEM BHAM	URBAN SYSTEM ATTRIBUTABLE, G FUNDS	N
12	SECONDARY	S	SECY	0220	SECONDARY	SECONDARY	N
12	SECONDARY	S	SECY	0230	SECONDARY	SECONDARY, G FUNDS	N
12	SECONDARY	RS	CESR	0750	RURAL SECONDARY ACCT 4317	RURAL SECONDARY	N
12	SECONDARY	RS	RSEC	0750	RURAL SECONDARY	RURAL SECONDARY	N

FUNDING CODES

FED_CAT_ID	Cat Description	PREFIX ID	PGM_ID	FED_APPR_ID	PGM_NA	FED_APPR_DS	FED_ACT_CD
12	SECONDARY	RS	SECR	0750	RURAL SECONDARY ACCT 4314	RURAL SECONDARY	N
12	SECONDARY	RS	RSEC	0760	RURAL SECONDARY	RURAL SECONDARY, G FUNDS	N
12	SECONDARY	SR	SRRR	0790	SECONDARY 4R PROGRAM	SECONDARY 4R	N
12	SECONDARY	RS	RSEC	X750	RURAL SECONDARY	RURAL SECONDARY, 1/2% NHI	N
13	BRIDGE	ACBGBRZ	GRVB1	00D0	GARVEY BONDS ISSUE 1 BRIDGES	ADV., CONST., OPTIONAL BRIDGES	I
13	BRIDGE	ACBGBRZ	GRVB1	00E0	GARVEY BONDS ISSUE 1 BRIDGES	ADV., CONST., OFF SYSTEM BRIDGES	I
13	BRIDGE	ACBR	ACBR	00F0	ADVANCE CONST BRIDGE	ADV. CONST. ON SYSTEM BRIDGE	T
13	BRIDGE	ACBGBRZ	GRVB1	00F0	GARVEY BONDS ISSUE 1 BRIDGES	ADV. CONST. ON SYSTEM BRIDGE	T
13	BRIDGE	BR	BROP	1140	BR REPL OPTIONAL 20%	BRIDGE REPLACEMENT OPTIONAL 20%	I
13	BRIDGE	BR	BRPL	1150	BRIDGE REPLACEMENT	BRIDGE REPLACEMENT, SPECIAL	N
13	BRIDGE	BRZ	BROF	1170	BR REPL 15% OFF SYST	BRIDGE REPLACEMENT 15% OFF SYSTEM	I
13	BRIDGE	BR	BRON	1180	BR REPL 65% ON SYSTM	BRIDGE REPLACEMENT 65% ON SYSTEM	I
13	BRIDGE	BR	BRDF	1190	BR REPL DISCR FUND	BRIDGE REPLACEMENT DISCRETIONARY	N
13	BRIDGE	BR	BBIA	11Z0	BR REPL INDIAN AFFAIRS	BRIDGE REPLACEMENT INDIAN RESERVATIONS	N
13	BRIDGE	IBRCP	BRDP8	5L20	BRIDGE RES & DEPLOY PRO 5 5L2	BRIDGE RESEARCH AND DEPLOY PROG 08	N
13	BRIDGE	BR	BRDH	H060	BR DISCRETIONARY H060	BRIDGE DISCRETIONARY H06	N
13	BRIDGE	ACBR	ACR10	H100	ADVANCE CONST BRIDGE Q10	BRIDGE REPLACEMENT 65% ON SYSTEM	N
13	BRIDGE	BR	BRONH	H100	BR REPLACEMENT 65% ON SYS	BRIDGE REPLACEMENT 65% ON SYSTEM	N
13	BRIDGE	BRZ	BROFH	H110	BR REPLACEMENT 15% OFF SYS	BRIDGE REPLACEMENT 15% OFF SYSTEM	N
13	BRIDGE	ACGBBR	GRBN2	H110	ADVANCE CONST BRIDGE H12	BRIDGE REPLACEMENT 15% OFF SYSTEM	N
13	BRIDGE	ACGBBR	GRBN1	H110	ADVANCE CONST BRIDGE Q11 Q12	BRIDGE REPLACEMENT 15% OFF SYSTEM	N
13	BRIDGE	BR	BROPH	H120	BR REPLACEMENT 20% OPT	BRIDGE REPLACEMENT OPTIONAL 20%	N
13	BRIDGE	ACGBBR	GRBN1	H120	ADVANCE CONST BRIDGE Q11 Q12	BRIDGE REPLACEMENT OPTIONAL 20%	N
13	BRIDGE	ACGBBR	GRBN2	H120	ADVANCE CONST BRIDGE H12	BRIDGE REPLACEMENT OPTIONAL 20%	N
13	BRIDGE	BR	ONBRH	H1C0	OPTIONAL BR FOR ON SYS BR HC10	HWY BR PROGRAM 85% 0N/OFF	N
13	BRIDGE	BR	OPBRH	H1C0	HWY BR PROGRAM 85% ON/OFF H1C0	HWY BR PROGRAM 85% 0N/OFF	N
13	BRIDGE	IBRCP	IBRCH	HX20	INNOVATIVE BR RESEARCH & CONST	INNOVATIVE BRIDGE RESEARCH AND CONSTRUCTION	T
13	BRIDGE	BR	ONBRR	L10R	STEA BR REPL 65% ON SYSTEM	BRIDGE 65% ON SYSTEM RESTORE	T
13	BRIDGE	ACGBBR	GRBN1	L110	ADVANCE CONST BRIDGE Q11 Q12	BRIDGE PROGRAM 15% OFF SYSTEM LU	L
13	BRIDGE	BRZ	BROFL	L110	BR REPLACEMENT 15% OFF L110	BRIDGE PROGRAM 15% OFF SYSTEM LU	L
13	BRIDGE	BRZ	BROFE	L11E	BR REPLACEMENT 15% OFF L11E	BRIDGE PROGRAM 15% OFF SYSTEM S-LU EXT	L
13	BRIDGE	AC ATRIP##	A2BRZ	L11E	ATRIP BOND ISSUE 2 BR 15% OFF	BRIDGE PROGRAM 15% OFF SYSTEM S-LU EXT	L
13	BRIDGE	AC ATRIP##	A1CBZ	L11E	ATRIP BOND 1 BR15% OFF CONVERT	BRIDGE PROGRAM 15% OFF SYSTEM S-LU EXT	L
13	BRIDGE	AC ATRIP##	A1BRZ	L11E	ATRIP BOND ISSUE 1 BR 15% OFF	BRIDGE PROGRAM 15% OFF SYSTEM S-LU EXT	L
13	BRIDGE	BRZ	BROFR	L11R	BR REPLACEMENT 15% OFF L11R	BRIDGE PROGRAM 15% OFF SYSTEM S-LU RESTORE	L
13	BRIDGE	BR	OPBRR	L12R	STEA BRDG REPLC - OPT 20%	STEA BR REPL OPTIONAL 20% RESTORE	T
13	BRIDGE	BR	BROPE	L1C0	BR REPLACEMENT 85% OPT L1CE	BRIDGE PROGRAM 85% OPTIONAL LU	L
13	BRIDGE	ACGBBR	GRBN1	L1C0	ADVANCE CONST BRIDGE Q11 Q12	BRIDGE PROGRAM 85% OPTIONAL LU	L
13	BRIDGE	BR	BROPL	L1C0	BR REPLACEMENT 85% OPT L1C0	BRIDGE PROGRAM 85% OPTIONAL LU	L
13	BRIDGE	ACBR	BROPA	L1C0	BR REPLACEMENT 85% OPT AC L1C0	BRIDGE PROGRAM 85% OPTIONAL LU	L
13	BRIDGE	BR	BRONL	L1C0	OPTIONAL BR FOR ON SYS BR L1C0	BRIDGE PROGRAM 85% OPTIONAL LU	L
13	BRIDGE	AC ATRIP##	A1BR	L1CE	ATRIP BOND ISSUE BR ON	BRIDGE PROGRAM 85% OPTIONAL S-LU EXT	L
13	BRIDGE	AC ATRIP##	A2BR	L1CE	ATRIP BOND ISSUE BR ON	BRIDGE PROGRAM 85% OPTIONAL S-LU EXT	L
13	BRIDGE	AC ATRIP##	A1CBR	L1CE	ATRIP BOND ISSUE BR ON CONVERT	BRIDGE PROGRAM 85% OPTIONAL S-LU EXT	L
13	BRIDGE	ACBR	BROAE	L1CE	BR REPLACEMENT 85% OPT AC L1CE	BRIDGE PROGRAM 85% OPTIONAL S-LU EXT	L
13	BRIDGE	BR	BROPL	L1CE	BR REPLACEMENT 85% OPT L1C0	BRIDGE PROGRAM 85% OPTIONAL S-LU EXT	L
13	BRIDGE	BR	BROPE	L1CE	BR REPLACEMENT 85% OPT L1CE	BRIDGE PROGRAM 85% OPTIONAL S-LU EXT	L
13	BRIDGE	BR	BROPR	L1CR	BR REPLACEMENT 85% OPT L1CR	BRIDGE PROGRAM 85% OPTIONAL S-LU RESTORE	L
13	BRIDGE	BR	BROPP	LQC0	BR PROG-85% ON/OFF BR PLUS LQC	BR PROG-85% ON/OFF BR PLUS	N
13	BRIDGE	BR	BRNM	M001	NHPP BR ON SYS NH ROUTE M001	NHPP MAP-21	M
13	BRIDGE	ACBR	BRNA	M001	BRIDGE ON NH ROUTES ADV CN	NHPP MAP-21	M
13	BRIDGE	BR	BRN	M001	BRIDGE ON NH ROUTES	NHPP MAP-21	M
13	BRIDGE	BR	BNHM1	M002	NATIONAL HIGHWAY BRIDGE M002	NHPP EXEMPT MAP-21	M
13	BRIDGE	BR	BRN	M002	BRIDGE ON NH ROUTES	NHPP EXEMPT MAP-21	M
13	BRIDGE	ACBR	BRNA	M002	BRIDGE ON NH ROUTES ADV CN	NHPP EXEMPT MAP-21	M
13	BRIDGE	BR	BRN	M0E1	BRIDGE ON NH ROUTES	NHPP MAP-21 EXTENTION	M
13	BRIDGE	BR	BRNME	M0E1	NHPP BR ON SYS NH ROUTE M0E1	NHPP MAP-21 EXTENTION	M
13	BRIDGE	ACBR	BRNA	M0E1	BRIDGE ON NH ROUTES ADV CN	NHPP MAP-21 EXTENTION	M
13	BRIDGE	BR	BRN	M0E2	BRIDGE ON NH ROUTES	NHPP EXEMPT MAP-21 EXTENTION	M
13	BRIDGE	ACBR	BRNA	M0E2	BRIDGE ON NH ROUTES ADV CN	NHPP EXEMPT MAP-21 EXTENTION	M
13	BRIDGE	BR	BNHM2	M0E2	NATIONAL HIGHWAY BRIDGE M0E2	NHPP EXEMPT MAP-21 EXTENTION	M
13	BRIDGE	BR	BRS	M231	BRIDGE NON NH ROUTE	STP <200K MAP-21	M
13	BRIDGE	BR	BRS1	M231	BRIDGE NON NH ROUTE	STP <200K MAP-21	M
13	BRIDGE	BR	BRSM	M231	STP BR ON SYS M240, M231, M232	STP <200K MAP-21	M
13	BRIDGE	AC ATRIP##	A1CBR	M231	ATRIP BOND ISSUE BR ON CONVERT	STP <200K MAP-21	M
13	BRIDGE	ACBR	BRSA	M231	BRIDGE NON NH ROUTE ADV CN	STP <200K MAP-21	M
13	BRIDGE	ACBRZ-BR	COBRA	M232	COUNTY SUB ALLOCATED BR AC	STP NON-URBAN AREAS MAP-21	M
13	BRIDGE	ACBR	BRSA	M232	BRIDGE NON NH ROUTE ADV CN	STP NON-URBAN AREAS MAP-21	M
13	BRIDGE	BR	BRS	M232	BRIDGE NON NH ROUTE	STP NON-URBAN AREAS MAP-21	M
13	BRIDGE	AC ATRIP##	A1CBR	M232	ATRIP BOND ISSUE BR ON CONVERT	STP NON-URBAN AREAS MAP-21	M
13	BRIDGE	AC ATRIP##	A1BR	M232	ATRIP BOND ISSUE BR ON	STP NON-URBAN AREAS MAP-21	M
13	BRIDGE	BR	BRSM	M232	STP BR ON SYS M240, M231, M232	STP NON-URBAN AREAS MAP-21	M
13	BRIDGE	BR	BRS1	M232	BRIDGE NON NH ROUTE	STP NON-URBAN AREAS MAP-21	M
13	BRIDGE	AC ATRIP##	A2BR	M232	ATRIP BOND ISSUE BR ON	STP NON-URBAN AREAS MAP-21	M
13	BRIDGE	BRZ-BR	COBR	M232	COUNTY SUB ALLOCATED BR	STP NON-URBAN AREAS MAP-21	M
13	BRIDGE	AC ATRIP##	A1CBZ	M233	ATRIP BOND 1 BR15% OFF CONVERT	STP BR OFF SYSTEM MAP-21	M
13	BRIDGE	ACBRZ-BR	COBRA	M233	COUNTY SUB ALLOCATED BR AC	STP BR OFF SYSTEM MAP-21	M
13	BRIDGE	BRZ	BROFM	M233	STP BR RPLMNT OFF SYS M233	STP BR OFF SYSTEM MAP-21	M
13	BRIDGE	BRZ-BR	COBR	M233	COUNTY SUB ALLOCATED BR	STP BR OFF SYSTEM MAP-21	M
13	BRIDGE	AC ATRIP##	A1CBR	M240	ATRIP BOND ISSUE BR ON CONVERT	STP ANY AREA MAP-21	M
13	BRIDGE	BRZ-BR	COBR	M240	COUNTY SUB ALLOCATED BR	STP ANY AREA MAP-21	M
13	BRIDGE	ACBR	BRSA	M240	BRIDGE NON NH ROUTE ADV CN	STP ANY AREA MAP-21	M
13	BRIDGE	BR	BRS	M240	BRIDGE NON NH ROUTE	STP ANY AREA MAP-21	M
13	BRIDGE	BR	BRSM	M240	STP BR ON SYS M240, M231, M232	STP ANY AREA MAP-21	M
13	BRIDGE	BR	BRS1	M240	BRIDGE NON NH ROUTE	STP ANY AREA MAP-21	M
13	BRIDGE	BR	BRS1	M24E	BRIDGE NON NH ROUTE	STP ANY AREA MAP-21 EXTENTION	M
13	BRIDGE	AC ATRIP##	A2BR	M24E	ATRIP BOND ISSUE BR ON	STP ANY AREA MAP-21 EXTENTION	M
13	BRIDGE	BR	BRS	M24E	BRIDGE NON NH ROUTE	STP ANY AREA MAP-21 EXTENTION	M
13	BRIDGE	AC ATRIP##	A2CBR	M24E	ATRIP BOND ISSUE BR ON CONVERT	STP ANY AREA MAP-21 EXTENTION	M
13	BRIDGE	BRZ-BR	COBR	M24E	COUNTY SUB ALLOCATED BR	STP ANY AREA MAP-21 EXTENTION	M
13	BRIDGE	ACBR	BRSA	M24E	BRIDGE NON NH ROUTE ADV CN	STP ANY AREA MAP-21 EXTENTION	M
13	BRIDGE	BR	BRSME	M24E	STP BR ON SYS M24M, M2E1, M2E2	STP ANY AREA MAP-21 EXTENTION	M
13	BRIDGE	ACBR	BRNMA	M24E	NHPP BR ON SYS NH ROUTE AC	STP ANY AREA MAP-21 EXTENTION	M
13	BRIDGE	ACBR	BRSMA	M24E	STP BR ON SYS AC	STP ANY AREA MAP-21 EXTENTION	M
13	BRIDGE	AC ATRIP##	A1BR	M24E	ATRIP BOND ISSUE BR ON	STP ANY AREA MAP-21 EXTENTION	M
13	BRIDGE	BR	BRSME	M2E1	STP BR ON SYS M24M, M2E1, M2E2	STP <200K MAP-21 EXTENTION	M
13	BRIDGE	AC ATRIP##	A2BR	M2E1	ATRIP BOND ISSUE BR ON	STP <200K MAP-21 EXTENTION	M

FUNDING CODES

FED_CAT_ID	Cat Description	PREFIX ID	PGM_ID	FED_APPR_ID	PGM_NA	FED_APPR_DS	FED_ACT_CD
13	BRIDGE	ACBR	BRSA	M2E1	BRIDGE NON NH ROUTE ADV CN	STP <200K MAP-21 EXTENTION	M
13	BRIDGE	BR	BRS1	M2E1	BRIDGE NON NH ROUTE	STP <200K MAP-21 EXTENTION	M
13	BRIDGE	BR	BRS	M2E1	BRIDGE NON NH ROUTE	STP <200K MAP-21 EXTENTION	M
13	BRIDGE	BR	BRS	M2E2	BRIDGE NON NH ROUTE	STP NON-URBAN AREAS MAP-21 EXTENTION	M
13	BRIDGE	ACBR	BRSA	M2E2	BRIDGE NON NH ROUTE ADV CN	STP NON-URBAN AREAS MAP-21 EXTENTION	M
13	BRIDGE	AC ATRIP##	A2BR	M2E2	ATRIP BOND ISSUE BR ON	STP NON-URBAN AREAS MAP-21 EXTENTION	M
13	BRIDGE	BR	BRSME	M2E2	STP BR ON SYS M24M, M2E1, M2E2	STP NON-URBAN AREAS MAP-21 EXTENTION	M
13	BRIDGE	AC ATRIP##	A1BR	M2E2	ATRIP BOND ISSUE BR ON	STP NON-URBAN AREAS MAP-21 EXTENTION	M
13	BRIDGE	BR	BRS1	M2E2	BRIDGE NON NH ROUTE	STP NON-URBAN AREAS MAP-21 EXTENTION	M
13	BRIDGE	AC ATRIP##	A2CBZ	M2E3	ATRIP BOND 2 BR15% OFF CONVERT	STP BR OFF SYSTEM MAP-21 EXTENTION	M
13	BRIDGE	BRZ	BRZME	M2E3	STP BR OFF SYS M2E3	STP BR OFF SYSTEM MAP-21 EXTENTION	M
13	BRIDGE	ACBRZ-BR	COBRA	M2E3	COUNTY SUB ALLOCATED BR AC	STP BR OFF SYSTEM MAP-21 EXTENTION	M
13	BRIDGE	AC ATRIP##	A1BRZ	M2E3	ATRIP BOND ISSUE 1 BR 15% OFF	STP BR OFF SYSTEM MAP-21 EXTENTION	M
13	BRIDGE	AC ATRIP##	A1CBZ	M2E3	ATRIP BOND 1 BR15% OFF CONVERT	STP BR OFF SYSTEM MAP-21 EXTENTION	M
13	BRIDGE	BRZ-BR	COBR	M2E3	COUNTY SUB ALLOCATED BR	STP BR OFF SYSTEM MAP-21 EXTENTION	M
13	BRIDGE	AC ATRIP##	A2BRZ	M2E3	ATRIP BOND ISSUE 2 BR 15% OFF	STP BR OFF SYSTEM MAP-21 EXTENTION	M
13	BRIDGE	BR	BRD9	Q060	BR DISCRETIONARY Q06	BRIDGE DISCRETIONARY	T
13	BRIDGE	BR	ONBR	Q100	STEA BR REPL 65% ON SYSTEM	BRIDGE 65% ON SYSTEM	T
13	BRIDGE	ACBR	ACR10	Q100	ADVANCE CONST BRIDGE Q10	BRIDGE 65% ON SYSTEM	T
13	BRIDGE	BRZ	OFBR	Q110	STEA BRDG REPL 15% OF SYSTEM	BRIDGE REPL 15% OFF SYSTEM	T
13	BRIDGE	ACGBBR	GRBN1	Q110	ADVANCE CONST BRIDGE Q11 Q12	BRIDGE REPL 15% OFF SYSTEM	T
13	BRIDGE	BR	OPBR	Q120	STEA BRDG REPLC - OPT 20%	STEA BR REPL OPTIONAL 20%	T
13	BRIDGE	ACGBBR	GRBN1	Q120	ADVANCE CONST BRIDGE Q11 Q12	STEA BR REPL OPTIONAL 20%	T
13	BRIDGE	IBRCP	IBRCP	QX20	INNOVATIVE BR RESEARCH & CONST	INNOVATIVE BRIDGE RESEARCH AND CONSTRUCTION PROGRAM	T
13	BRIDGE	ACBR	BRNA	Z001	BRIDGE ON NH ROUTES ADV CN	NHPP FAST	Z
13	BRIDGE	BR	BRN	Z001	BRIDGE ON NH ROUTES	NHPP FAST	Z
13	BRIDGE	ACBR	BRNA	Z002	BRIDGE ON NH ROUTES ADV CN	NHPP EXEMPT FAST	Z
13	BRIDGE	BR	BRN	Z002	BRIDGE ON NH ROUTES	NHPP EXEMPT FAST	Z
13	BRIDGE	BR	BRS	Z030	BRIDGE NON NH ROUTE	RECA FAST	Z
13	BRIDGE	ACBR	BRSA	Z231	BRIDGE NON NH ROUTE ADV CN	STP <200K FAST	Z
13	BRIDGE	BR	BRS	Z231	BRIDGE NON NH ROUTE	STP <200K FAST	Z
13	BRIDGE	BR	BRS1	Z231	BRIDGE NON NH ROUTE	STP <200K FAST	Z
13	BRIDGE	BRZ-BR	COBR	Z232	COUNTY SUB ALLOCATED BR	STP NON-URBAN AREAS FAST	Z
13	BRIDGE	BR	BRS	Z232	BRIDGE NON NH ROUTE	STP NON-URBAN AREAS FAST	Z
13	BRIDGE	BR	BRS1	Z232	BRIDGE NON NH ROUTE	STP NON-URBAN AREAS FAST	Z
13	BRIDGE	ACBR	BRSA	Z232	BRIDGE NON NH ROUTE ADV CN	STP NON-URBAN AREAS FAST	Z
13	BRIDGE	ACGBBR	GRBN2	Z233	ADVANCE CONST BRIDGE H12	STP BR OFF SYSTEM FAST	Z
13	BRIDGE	BRZ-BR	COBR	Z233	COUNTY SUB ALLOCATED BR	STP BR OFF SYSTEM FAST	Z
13	BRIDGE	ACBRZ-BR	COBRA	Z233	COUNTY SUB ALLOCATED BR AC	STP BR OFF SYSTEM FAST	Z
13	BRIDGE	AC ATRIP##	A1CBZ	Z233	ATRIP BOND 1 BR15% OFF CONVERT	STP BR OFF SYSTEM FAST	Z
13	BRIDGE	BR	BRS1	Z240	BRIDGE NON NH ROUTE	STP ANY AREA FAST	Z
13	BRIDGE	BRZ-BR	COBR	Z240	COUNTY SUB ALLOCATED BR	STP ANY AREA FAST	Z
13	BRIDGE	ACBR	BRSA	Z240	BRIDGE NON NH ROUTE ADV CN	STP ANY AREA FAST	Z
13	BRIDGE	ACGBBR	GRBN3	Z240	ADVANCE CONST BRIDGE Z240	STP ANY AREA FAST	Z
13	BRIDGE	BR	BRS	Z240	BRIDGE NON NH ROUTE	STP ANY AREA FAST	Z
13	BRIDGE	AC ATRIP##	A1CBR	Z240	ATRIP BOND ISSUE BR ON CONVERT	STP ANY AREA FAST	Z
13	BRIDGE	ACGBBR	GRBN2	Z240	ADVANCE CONST BRIDGE H12	STP ANY AREA FAST	Z
14	EMERGENCY RELIEF	ER	ERLF	0980	EMERGENCY RELIEF	EMERGENCY RELIEF	I
14	EMERGENCY RELIEF	ERPR	ERLF8	0980	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY RELIEF	I
14	EMERGENCY RELIEF	ERPR	ER8	0980	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY RELIEF	I
14	EMERGENCY RELIEF	ER	ERLF	0990	EMERGENCY RELIEF	EMERGENCY RELIEF, FED OWNED ROADS	N
14	EMERGENCY RELIEF	ERPR	ERLF9	09E0	PERMANENT RESTORE ER FUNDS 90%	EMERGENCY RELIEF	N
14	EMERGENCY RELIEF	ER	ERLF	09E0	EMERGENCY RELIEF	EMERGENCY RELIEF	N
14	EMERGENCY RELIEF	ERPR	09E0	09E0	PERMANENT RESTORE ER FUNDS 90%	EMERGENCY RELIEF	N
14	EMERGENCY RELIEF	ERPR	ER8	09E0	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY RELIEF	N
14	EMERGENCY RELIEF	ERPR	ERLF8	09E0	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY RELIEF	N
14	EMERGENCY RELIEF	ER	ER94	09G0	EMERGENCY RELIEF	EMERGENCY RELIEF	I
14	EMERGENCY RELIEF	ER	ERJ80	09J0	EMERGENCY RELIEF 2005 80% FED	EMERGENCY RELIEF 2005	N
14	EMERGENCY RELIEF	ER	ER09J	09J0	EMERGENCY RELIEF 2005	EMERGENCY RELIEF 2005	N
14	EMERGENCY RELIEF	ERPR	ERLF8	09J0	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY RELIEF 2005	N
14	EMERGENCY RELIEF	ERPR	ER8	09J0	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY RELIEF 2005	N
14	EMERGENCY RELIEF	ER	ER96	09L0	EMERGENCY RELIEF PROGRAM	EMERGENCY RELIEF	I
14	EMERGENCY RELIEF	ER	ER97	09Q0	EMERGENCY RELIEF PROGRAM	EMERGENCY RELIEF PROGRAM	I
14	EMERGENCY RELIEF	ER	ER9S8	09S0	2004 HURRICANES INFRASTRUC 80%	2004 HURRICANES INFRASTRUCTURE	N
14	EMERGENCY RELIEF	ER	ER09S	09S0	2004 HURRICANES INFRASTRUCTURE	2004 HURRICANES INFRASTRUCTURE	N
14	EMERGENCY RELIEF	ERPR	ERLF8	09T0	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY RELIEF-1998	T
14	EMERGENCY RELIEF	ER	ER98	09T0	EMERGENCY RELIEF PROGRAM	EMERGENCY RELIEF-1998	T
14	EMERGENCY RELIEF	ERPR	ER8	09T0	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY RELIEF-1998	T
14	EMERGENCY RELIEF	ER	ER09V	09V0	EMERGENCY RELIEF PROGRAM 2000	EMERGENCY RELIEF PROGRAM - 2000	T
14	EMERGENCY RELIEF	ER	ER9V8	09V0	EMERGENCY RELIEF PROG 80%	EMERGENCY RELIEF PROGRAM - 2000	T
14	EMERGENCY RELIEF	ER	ER09X	09X0	EMERGENCY RELIEF FY 2002	EMERGENCY RELIEF 2001	N
14	EMERGENCY RELIEF	ER	ER09V	09X0	EMERGENCY RELIEF PROGRAM 2000	EMERGENCY RELIEF 2001	N
14	EMERGENCY RELIEF	ER	ER9X8	09X0	EMERGENCY RELIEF 2002 80/20	EMERGENCY RELIEF 2001	N
14	EMERGENCY RELIEF	ER	ERLF	ER10	EMERGENCY RELIEF	EMERGENCY REL 2017 SUPPLEMENT DEC 2016 FLOODING	Z
14	EMERGENCY RELIEF	ERPR	ERLF8	ER10	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY REL 2017 SUPPLEMENT DEC 2016 FLOODING	Z
14	EMERGENCY RELIEF	ERPR	ER8	ER10	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY REL 2017 SUPPLEMENT DEC 2016 FLOODING	Z
14	EMERGENCY RELIEF	ERPR	ER8	ER12	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY REL 2018 SUPPLEMENT	Z
14	EMERGENCY RELIEF	ERPR	ERLF9	ER12	PERMANENT RESTORE ER FUNDS 90%	EMERGENCY REL 2018 SUPPLEMENT	Z
14	EMERGENCY RELIEF	ERPR	ER9	ER12	PERMANENT RESTORE ER FUNDS 90%	EMERGENCY REL 2018 SUPPLEMENT	Z
14	EMERGENCY RELIEF	ER	ERLF	ER12	EMERGENCY RELIEF	EMERGENCY REL 2018 SUPPLEMENT	Z
14	EMERGENCY RELIEF	ERPR	ERLF8	ER12	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY REL 2018 SUPPLEMENT	Z
14	EMERGENCY RELIEF	ER	ERH05	ER50	ER 2005 HURRICANE ER50	EMERGENCY REL 2005 HURRICANE	N
14	EMERGENCY RELIEF	ER	ER5AC	ER50	ER 2005 HURRICANE ER50 AC	EMERGENCY REL 2005 HURRICANE	N
14	EMERGENCY RELIEF	ER	ERH58	ER60	ER 2005 HURRICANE SUP ER60 80%	SUPPL EMERGENCY REL 2005 HURRICANE	N
14	EMERGENCY RELIEF	ER	ERH5S	ER60	ER 2005 HURRICANE SUP ER60	SUPPL EMERGENCY REL 2005 HURRICANE	N
14	EMERGENCY RELIEF	ERPR	ER9	ER60	PERMANENT RESTORE ER FUNDS 90%	SUPPL EMERGENCY REL 2005 HURRICANE	N
14	EMERGENCY RELIEF	ACER	ER6AC	ER60	EMERGENCY RELIEF ER60 ADV CON	SUPPL EMERGENCY REL 2005 HURRICANE	N
14	EMERGENCY RELIEF	ERPR	ERLF9	ER60	PERMANENT RESTORE ER FUNDS 90%	SUPPL EMERGENCY REL 2005 HURRICANE	N
14	EMERGENCY RELIEF	ER	ERD09	ER70	EMERGENCY REL 09 DISASTER ER70	EMERGENCY REL 2009 DISASTER	N
14	EMERGENCY RELIEF	ERPR	ER9	ER80	PERMANENT RESTORE ER FUNDS 90%	EMERGENCY REL 2012 SUPPLEMENT	N
14	EMERGENCY RELIEF	ERPR	ERLF9	ER80	PERMANENT RESTORE ER FUNDS 90%	EMERGENCY REL 2012 SUPPLEMENT	N
14	EMERGENCY RELIEF	ERPR	ERLF8	ER80	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY REL 2012 SUPPLEMENT	N
14	EMERGENCY RELIEF	ERPR	ER8	ER80	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY REL 2012 SUPPLEMENT	N
14	EMERGENCY RELIEF	ER	ERLF	ER80	EMERGENCY RELIEF	EMERGENCY REL 2012 SUPPLEMENT	N
14	EMERGENCY RELIEF	ERPR	ERLF9	ER90	PERMANENT RESTORE ER FUNDS 90%	EMERGENCY REL 2013 SUPPLEMENT	M
14	EMERGENCY RELIEF	ER	ERLF	ER90	EMERGENCY RELIEF	EMERGENCY REL 2013 SUPPLEMENT	M
14	EMERGENCY RELIEF	ERPR	ERLF8	ER90	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY REL 2013 SUPPLEMENT	M
14	EMERGENCY RELIEF	ERPR	ER9	ER90	PERMANENT RESTORE ER FUNDS 90%	EMERGENCY REL 2013 SUPPLEMENT	M

FUNDING CODES

FED_CAT_ID	Cat Description	PREFIX ID	PGM_ID	FED_APPR_ID	PGM_NA	FED_APPR_DS	FED_ACT_CD
14	EMERGENCY RELIEF	ERPR	ER8	ER90	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY REL 2013 SUPPLEMENT	M
14	EMERGENCY RELIEF	FDAA	FDAA	FEMA	FEMA FED DISASTER ASSIST	FEDERAL EMERGENCY MANAGEMENT	N
14	EMERGENCY RELIEF	ACER	ACERZ	H240	ADV CON EMERGENCY REL H24	STP ANY AREA	N
14	EMERGENCY RELIEF	ACER	ACER	H240	ADV CON EMERGENCY REL H240	STP ANY AREA	N
14	EMERGENCY RELIEF	ACER	ACER8	H240	ADV CON EMERGENCY REL H240 80%	STP ANY AREA	N
14	EMERGENCY RELIEF	ER	ERLF	M9V0	EMERGENCY RELIEF	EMERGENCY REL 2014 SUPPLEMENT	M
14	EMERGENCY RELIEF	ERPR	ERLF8	M9V0	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY REL 2014 SUPPLEMENT	M
14	EMERGENCY RELIEF	ERPR	ER8	M9V0	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY REL 2014 SUPPLEMENT	M
14	EMERGENCY RELIEF	ERPR	ER9	M9V0	PERMANENT RESTORE ER FUNDS 90%	EMERGENCY REL 2014 SUPPLEMENT	M
14	EMERGENCY RELIEF	ERPR	ERLF9	M9V0	PERMANENT RESTORE ER FUNDS 90%	EMERGENCY REL 2014 SUPPLEMENT	M
14	EMERGENCY RELIEF	ERPR	ER8	M9VE	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY REL 2015 SUPPLEMENT	M
14	EMERGENCY RELIEF	ERPR	ERLF9	M9VE	PERMANENT RESTORE ER FUNDS 90%	EMERGENCY REL 2015 SUPPLEMENT	M
14	EMERGENCY RELIEF	ERPR	ERLF8	M9VE	PERMANENT RESTORE ER FUNDS 80%	EMERGENCY REL 2015 SUPPLEMENT	M
14	EMERGENCY RELIEF	ER	ERLF	M9VE	EMERGENCY RELIEF	EMERGENCY REL 2015 SUPPLEMENT	M
14	EMERGENCY RELIEF	ERPR	ER9	M9VE	PERMANENT RESTORE ER FUNDS 90%	EMERGENCY REL 2015 SUPPLEMENT	M
15	SAFETY	ACSTPHS	ACHS		ADCON HAZARD ELIMINATION		
15	SAFETY	RRS	RRSO	1380	RR-HWY XING OTHER	RR-HWY XING, ELIMINATION OF HAZARDS	N
15	SAFETY	RRP	RRPD	1390	RR-HWY XING PROT DEV	RR-HWY XING PRO DEV	N
15	SAFETY	HSR	HSRP0	13P0	HIGH SPEED RAIL(13P)	HIGH SPEED RAIL	T
15	SAFETY	PMS	PMSD	1400	PAVEMENT MARKING DEMO	PAVEMENT MARKING DEMO	N
15	SAFETY	HES	HESS	1410	HAZARD ELIM PROGRAM	HAZARD ELIMINATION PROGRAM	N
15	SAFETY	HHS	HHSL	1420	HIGH HAZARD LOCATION	HIGH HAZARD LOCATIONS	N
15	SAFETY	ROS	ROSL	1440	RDSIDE OBSTACLE ELIM	ROADSIDE OBSTICALE ELIMINATION	N
15	SAFETY	HHS	HHRO	1450	COMBINED HHS AND ROS	COMBINED HES AND ROS, HIGH HAZARD LOCATIONS	N
15	SAFETY	HHS	HHRO	1460	COMBINED HHS AND ROS	COMBINED HES AND ROS, ELIMINATION OF OBSITACLES	N
15	SAFETY	SRS	SRSD	1480	SAFER ROADS DEMO	SAFER ROADS DEMO	N
15	SAFETY	STPSA	STSA	33A0	ANY HAZARD	STP, ANY SAFETY	I
15	SAFETY	STPSA	STSAA	33A0	ANY HAZARD 33A0 TO REPLACE 33Q	STP, ANY SAFETY	I
15	SAFETY	STPRR	STRRM	33M0	RAIL-HWY DEV	STP, SAFETY, RAIL-HWY, PRO DEV	I
15	SAFETY	STPRR	STRR	33M0	RAIL-HWY DEV	STP, SAFETY, RAIL-HWY, PRO DEV	I
15	SAFETY	STPRH	STRH	33N0	RAIL-HWY HAZARD ELIM	STP, SAFETY, RAIL-HWY, HAZARD ELIMINATION	I
15	SAFETY	STPRH	STRHN	33N0	RAIL-HWY HAZARD ELIM	STP, SAFETY, RAIL-HWY, HAZARD ELIMINATION	I
15	SAFETY	STPHS	STHS	33P0	HAZARD ELM	STP, SAFETY, HAZARD ELIMINATION	I
15	SAFETY	STPSA	STSA	33Q0	ANY HAZARD	STP, ANY SAFETY	I
15	SAFETY	STPRR	STRR	33X0	RAIL-HWY DEV	STP, SAFETY, RAIL-HWY PRO DEV	I
15	SAFETY	STPRH	STRH	33Y0	RAIL-HWY HAZARD ELIM	STP, SAFETY. RAIL-HWY HAZARD ELIMINATION	I
15	SAFETY	STPHS	STHS	33Z0	HAZARD ELM	SAFETY, HAZARD ELIMINATION 100%	I
15	SAFETY	RRO	RROO	6850	RR-HWY OFF SYS OTHER	RR-HWY OFF SYSTEM OTHER	N
15	SAFETY	ROS	RROS	6860	RR-HY OFF SY PRO DEV	RR-HWY OFF SYSTEM PRO DEV	N
15	SAFETY	BAC	BACPH	H080	DUI .08 BLOOD ALCOHOL H080/HN1	DUI .08 H08	N
15	SAFETY	BELT	BELTH	H090	SFTY INCENT SEAT BELT H09	SAFT INCENT SEAT BELT H09	N
15	SAFETY		HSRPH	H1A0	HIGH SPEED RAIL H1A0 STEA03	HIGH SPEED RAIL STEA03	T
15	SAFETY	STPSA	STSAH	H210	ANY HAZARD	STP OPTIONAL SAFETY STEA03	N
15	SAFETY	STPRR	STRRH	H260	RAIL-HWY PROT DEV	STP SAFETY, RAIL-HWY, PROT DEV	N
15	SAFETY	STPRH	STR80	H270	RAIL-HWY HAZARD ELIM 80%	STP SAFETY, RAIL-HWY, HAZARD ELIM	N
15	SAFETY	STPRH	STRHH	H270	RAIL-HWY HAZARD ELIM	STP SAFETY, RAIL-HWY, HAZARD ELIM	N
15	SAFETY	STPHS	STHSH	H280	HAZARD ELIMINATION	STP SAFETY, HAZARD ELIMINATION	N
15	SAFETY	ASAP	ASAP5	H2J0	ACCELERATED SAFETY ACTIVITIES	ACCELERATED SAFETY ACTIVITIES PROG	N
15	SAFETY	BAC	BACPH	HN10	DUI .08 BLOOD ALCOHOL H080/HN1	DUI .08 HN10	N
15	SAFETY	SRTS	SRPH	HU10	SAFE ROUTES TO SCHOOL PROG HU1	SAFE ROUTES TO SCHOOL PROG	N
15	SAFETY	SRTS	SRIH	HU20	SAFE ROUTES TO SCHOOL INFR HU2	SAFE ROUTES TO SCHOOL INFR	N
15	SAFETY	SRTS	SREH	HU30	SAFE ROUTES TO SCHOOL EITH HU3	SAFE ROUTES TO SCHOOL EITHER	N
15	SAFETY	ASAP	ASAPX	HX60	TECH DEPL MARKETING TECH	TECH DEPL MARKETING TECH	N
15	SAFETY	BELT	BELTL	L090	SFTY INCENT SEAT BELT L09	SAFT INCENT SEAT BELT L09	N
15	SAFETY	STPSA	SASTR	L21R	STEA ANY HAZARD	STP ANY SAFETY TEA-21 RESTORE	T
15	SAFETY	STPRH	RRSTR	L26R	STEA RAIL-HWY PROT DEV	STP SAFETY, RAIL-HWY, PROT DEV TEA-21 RESTORE	T
15	SAFETY	STPRH	RHSTR	L27R	STEA RAIL-HWY HAZARD ELIM REST	STP SAFETY, RAIL-HWY, HAZARD ELIM TEA-21 RESTORE	T
15	SAFETY	STPHS	HSSTR	L28R	STEA HAZARD ELIMINATION	STP SAFETY, HAZARD ELIMINATION TEA-21 RESTORE	T
15	SAFETY	SBPG	SBPG	LA90	SAFETY BELT PROG GRANT '09 LA9	SAFETY BELT PROGRAM GRANT 2009	N
15	SAFETY	HSR	HSRPL	LE10	MW HIGH SPEED RAIL COOR LE10	MW HIGH SPEED RAIL COOR-FY06	L
15	SAFETY	HSIP	HSIP1	LS10	HWY SAFETY IMP PROG LS3 SUB	HIGHWAY SAFETY IMP PROGRAM LS3 SUB	L
15	SAFETY	HRRR	HSIPR	LS20	HWY SAFETY IMP PROG RURAL LU	HSIP-HIGH RISK RURAL ROAD LU	L
15	SAFETY	HRRR	HSIRE	LS2E	HWY SAFETY IMP PROG RUR LS2E	HSIP-HIGH RISK RURAL ROAD S-LU EXT	L
15	SAFETY	HRRR	HSIRR	LS2R	HWY SAFETY IMP PROG RUR LS2R	HSIP-HIGH RISK RURAL ROAD S-LU RESTORE	L
15	SAFETY	HSIP	HSIP	LS30	HIGHWAY SAFETY IMP PROG LS30	HIGHWAY SAFETY IMPROVEMENT PROGRAM	L
15	SAFETY	ACHSIP	ACS30	LS30	ADVANCE CN SAFETY LS30	HIGHWAY SAFETY IMPROVEMENT PROGRAM	L
15	SAFETY	HSIP	HSIPE	LS3E	HIGHWAY SAFETY IMP PROG LS3E	HIGHWAY SAFETY IMPROVEMENT PROGRAM S-LU EXT	L
15	SAFETY	HSIP	HSPR	LS3R	HWY SAFE IMP PROG RESTORE LS3R	HIGHWAY SAFETY IMPROVEMENT PROGRAM S-LU RESTORE	L
15	SAFETY	RHPD	STRRL	LS40	RAIL-HWY PROTECTION DEV	RAIL-HWY HAZARD ELIM LU	L
15	SAFETY	RHCH	RHE90	LS40	RAIL-HWY HAZARD ELIM LS4E 90%	RAIL-HWY HAZARD ELIM LU	L
15	SAFETY	RHPD	STRRE	LS40	RAIL-HWY PROTECTION DEV	RAIL-HWY HAZARD ELIM LU	L
15	SAFETY	RHCH	STRHL	LS40	RAIL-HWY HAZARD ELIM	RAIL-HWY HAZARD ELIM LU	L
15	SAFETY	RHCH	RHE90	LS4E	RAIL-HWY HAZARD ELIM LS4E 90%	RAIL-HWY HAZARD ELIM S-LU EXT	L
15	SAFETY	RHCH	STRHE	LS4E	RAIL-HWY HAZARD ELIM LS4E 100%	RAIL-HWY HAZARD ELIM S-LU EXT	L
15	SAFETY	RHCH	STRHL	LS4E	RAIL-HWY HAZARD ELIM	RAIL-HWY HAZARD ELIM S-LU EXT	L
15	SAFETY	RHPD	STRRE	LS4E	RAIL-HWY PROTECTION DEV	RAIL-HWY HAZARD ELIM S-LU EXT	L
15	SAFETY	RHPD	STRRL	LS4E	RAIL-HWY PROTECTION DEV	RAIL-HWY HAZARD ELIM S-LU EXT	L
15	SAFETY	RHCH	STRHR	LS4R	RAIL-HWY HAZARD ELIM LS4R 90%	RAIL-HWY HAZARD ELIM S-LU RESTORE	L
15	SAFETY	RHPD	STRRL	LS50	RAIL-HWY PROTECTION DEV	RAIL-HWY PROTECTION DEV	L
15	SAFETY	RHCH	STRHL	LS50	RAIL-HWY HAZARD ELIM	RAIL-HWY PROTECTION DEV	L
15	SAFETY	RHPD	STRRE	LS50	RAIL-HWY PROTECTION DEV	RAIL-HWY PROTECTION DEV	L
15	SAFETY	RHCH	RHE90	LS50	RAIL-HWY HAZARD ELIM LS4E 90%	RAIL-HWY PROTECTION DEV	L
15	SAFETY	RHCH	STRHL	LS5E	RAIL-HWY HAZARD ELIM	RAIL-HWY PROTECTION DEV S-LU EXT	L
15	SAFETY	RHPD	STRRE	LS5E	RAIL-HWY PROTECTION DEV	RAIL-HWY PROTECTION DEV S-LU EXT	L
15	SAFETY	RHPD	STRRR	LS5R	RAIL-HWY PROTECTION DEV LS5R	RAIL-HWY PROTECTION DEV S-LU RESTORE	L
15	SAFETY	SRTS	SRPL	LU10	SAFE ROUTES TO SCHOOL PROG LU1	SAFE ROUTES TO SCHOOL PROG	L
15	SAFETY	SRTS	SRPE	LU1E	SAFE ROUTES TO SCHOOL PRO LU1E	SAFE ROUTES TO SCHOOL PROG S-LU EXT	L
15	SAFETY	SRTS	SRPR	LU1R	SAFE ROUTES TO SCHOOL PRO LU1R	SAFE ROUTES TO SCHOOL PROG S-LU RESTORE	L
15	SAFETY	SRTS	SRIL	LU20	SAFE ROUTES TO SCHOOL INFR LU2	SAFE ROUTES TO SCHOOL INFR	L
15	SAFETY	SRTS	SRIE	LU2E	SAFE ROUTES TO SCHOOL INF LU2E	SAFE ROUTES TO SCHOOL INFR S-LU EXT	L
15	SAFETY	SRTS	SRIR	LU2R	SAFE ROUTES TO SCHOOL INF LU2R	SAFE ROUTES TO SCHOOL INFR S-LU RESTORE	L

FUNDING CODES

FED_CAT_ID	Cat Description	PREFIX ID	PGM_ID	FED_APPR_ID	PGM_NA	FED_APPR_DS	FED_ACT_CD
15	SAFETY	SRTS	SREL	LU30	SAFE ROUTES TO SCHOOL EITH LU3	SAFE ROUTES TO SCHOOL EITHER	L
15	SAFETY	SRTS	SREE	LU3E	SAFE ROUTES TO SCHOOL EIT LU3E	SAFE ROUTES TO SCHOOL EITHER S-LU EXT	L
15	SAFETY	SRTS	SRER	LU3R	SAFE ROUTES TO SCHOOL EIT LU3R	SAFE ROUTES TO SCHOOL EITHER S-LU RESTORE	L
15	SAFETY	HRRR	HSIRM	MS30	HWY SAFETY IMP PROG RUR MS30	HSIP MAP-21	M
15	SAFETY	HSIP	SAF1	MS30	HWY SAFETY IMPROVEMENT PROGRAM	HSIP MAP-21	M
15	SAFETY	ACHSIP	SAFA	MS30	HWY SAFETY IMPROVEMENT ADV CN	HSIP MAP-21	M
15	SAFETY	HSIP	S30AC	MS30	HSIP ADVANCE CONSTRUCTION	HSIP MAP-21	M
15	SAFETY	HSIP	SAF	MS30	HWY SAFETY IMPROVEMENT PROGRAM	HSIP MAP-21	M
15	SAFETY	HSIP	HSIPM	MS30	HWY SFTY IMP PROG MAP-21 MS30	HSIP MAP-21	M
15	SAFETY	HSIP	HS31M	MS31	HSIP SEC 154 PENALTIES MS31	HSIP SEC 154 PENALTIES	M
15	SAFETY	ACHSIP	SAFA	MS3E	HWY SAFETY IMPROVEMENT ADV CN	HSIP MAP-21 EXTENTION	M
15	SAFETY	HSIP	SAF1	MS3E	HWY SAFETY IMPROVEMENT PROGRAM	HSIP MAP-21 EXTENTION	M
15	SAFETY	HSIPR	HSRME	MS3E	HSIPR MAP-21 EXTENTION MS3E	HSIP MAP-21 EXTENTION	M
15	SAFETY	HSIP	HSME	MS3E	HSIP MAP-21 EXTENTION MS3E	HSIP MAP-21 EXTENTION	M
15	SAFETY	HSIP	S30AC	MS3E	HSIP ADVANCE CONSTRUCTION	HSIP MAP-21 EXTENTION	M
15	SAFETY	HSIP	SAF	MS3E	HWY SAFETY IMPROVEMENT PROGRAM	HSIP MAP-21 EXTENTION	M
15	SAFETY	RH**CH-PD	S130	MS40	SECTION 130 RAIL HAZRD & PRTCT	HSIP RAIL-HWY HAZARD ELIM MAP-21	M
15	SAFETY	RHCH	RH40M	MS40	RAIL-HWY HAZARD ELIM MS40	HSIP RAIL-HWY HAZARD ELIM MAP-21	M
15	SAFETY	RHPD	RH50M	MS40	RAIL-HWY PROTECTION DEV MS50	HSIP RAIL-HWY HAZARD ELIM MAP-21	M
15	SAFETY	RH**CH-PD	S130	MS4E	SECTION 130 RAIL HAZRD & PRTCT	HSIP RAIL-HWY HAZARD ELIM MAP-21 EXTENTION	M
15	SAFETY	RHPD	RH50M	MS4E	RAIL-HWY PROTECTION DEV MS50	HSIP RAIL-HWY HAZARD ELIM MAP-21 EXTENTION	M
15	SAFETY	RHCH	RH4ME	MS4E	RAIL-HWY HAZARD ELIM MS4E	HSIP RAIL-HWY HAZARD ELIM MAP-21 EXTENTION	M
15	SAFETY	RHPD	RH50M	MS50	RAIL-HWY PROTECTION DEV MS50	HSIP RAIL-HWY PROTECTIVE DEV MAP-21	M
15	SAFETY	RH**CH-PD	S130	MS50	SECTION 130 RAIL HAZRD & PRTCT	HSIP RAIL-HWY PROTECTIVE DEV MAP-21	M
15	SAFETY	RHPD	RH5ME	MS5E	RAIL-HWY PROTECTION DEV MS5E	HSIP RAIL-HWY PROTECTIVE DEV MAP-21 EXTENTION	M
15	SAFETY	RHPD	RH50M	MS5E	RAIL-HWY PROTECTION DEV MS50	HSIP RAIL-HWY PROTECTIVE DEV MAP-21 EXTENTION	M
15	SAFETY	RH**CH-PD	S130	MS5E	SECTION 130 RAIL HAZRD & PRTCT	HSIP RAIL-HWY PROTECTIVE DEV MAP-21 EXTENTION	M
15	SAFETY	BELT	BELT4	Q040	SFTY INCENT SEAT BELT APPORT	SFTY INCENT SEAT BELT APPORT	N
15	SAFETY	BAC	BACP	Q080	DUI. 08 BLOOD ALCOHOL	DUI. 08 Q08/QN1	T
15	SAFETY	BAC	BACPQ	Q080	DUI. 08 BLOOD ALCOHOL	DUI. 08 Q08/QN1	T
15	SAFETY	BELT	BELT9	Q090	SFTY INCENT SEAT BELT TEA21	SFTY INCENT SEAT BELT TEA21	T
15	SAFETY	STPSA	SAST	Q210	STEA ANY HAZARD	STP ANY SAFETY TEA-21	T
15	SAFETY	STPRH	RRST	Q260	STEA RAIL-HWY PROT DEV	STP SAFETY, RAIL-HWY, PROT DEV TEA-21	T
15	SAFETY	STPRR	RRST1	Q260	STEA RAIL-HWY PROT DEV 80%	STP SAFETY, RAIL-HWY, PROT DEV TEA-21	T
15	SAFETY	STPRH	RRST2	Q260	STEA RAIL-HWY PROT DEV 100%	STP SAFETY, RAIL-HWY, PROT DEV TEA-21	T
15	SAFETY	STPRH	RHST1	Q270	STEA RAIL-HWY HAZARD ELIM	STP SAFETY, RAIL-HWY, HAZARD ELIM TEA-21	T
15	SAFETY	STPRH	RHST	Q270	STEA RAIL-HWY HAZARD ELIM	STP SAFETY, RAIL-HWY, HAZARD ELIM TEA-21	T
15	SAFETY	STPHS	HSST	Q280	STEA HAZARD ELIMINATION	STP SAFETY, HAZARD ELIMINATION TEA-21	T
15	SAFETY	STPHS	HSST1	Q280	STEA HAZARD ELIMINATION	STP SAFETY, HAZARD ELIMINATION TEA-21	T
15	SAFETY	STPSA	SAST	Q330	STEA ANY HAZARD	STP ANY SAFETY 100% TEA-21	T
15	SAFETY	STPRH	RRST	Q380	STEA RAIL-HWY PROT DEV	STP SAFETY, RAIL-HWY, PROT DEV 100% TEA-21	T
15	SAFETY	STPRH	RHST	Q390	STEA RAIL-HWY HAZARD ELIM	STP SAFETY, RAIL-HWY, HAZARD ELIM 100% TEA-21	T
15	SAFETY	STPHS	HSST	Q430	STEA HAZARD ELIMINATION	STP SAFETY, HAZARD ELIMINATION 100% TEA-21	T
15	SAFETY	BAC	BACP	QN10	DUI. 08 BLOOD ALCOHOL	DUI. 08 Q08/QN1	T
15	SAFETY	ASAP	Z446	Z446	ASAP - SAFETY RESEARCH AND DEV	ASAP - SAFETY RESEARCH AND DEVELOPMENT	Z
15	SAFETY	HSIP	SAF1	ZS30	HWY SAFETY IMPROVEMENT PROGRAM	HSIP FAST	Z
15	SAFETY	ACHSIP	SAFA	ZS30	HWY SAFETY IMPROVEMENT ADV CN	HSIP FAST	Z
15	SAFETY	HSIP	SAF	ZS30	HWY SAFETY IMPROVEMENT PROGRAM	HSIP FAST	Z
15	SAFETY	RH**CH-PD	S130	ZS40	SECTION 130 RAIL HAZRD & PRTCT	HSIP RAIL-HWY HAZARD ELIM FAST	Z
15	SAFETY	RHCH	RH40M	ZS40	RAIL-HWY HAZARD ELIM MS40	HSIP RAIL-HWY HAZARD ELIM FAST	Z
15	SAFETY	RH**CH-PD	S130	ZS50	SECTION 130 RAIL HAZRD & PRTCT	HSIP RAIL-HWY PROTECTIVE DEV FAST	Z
15	SAFETY	RHPD	RH50M	ZS50	RAIL-HWY PROTECTION DEV MS50	HSIP RAIL-HWY PROTECTIVE DEV FAST	Z
15	SAFETY	HRRR	HRR	ZS60	HIGH RISK RURAL ROADS - FAST	HRRR SPECIAL RULE FAST	Z
16	MISC. FEDERAL AID	GDTE	GDTE		GOV DEATH TRAP ELIM		
16	MISC. FEDERAL AID	NFIU	NFIGU		NEW FREEDOM INIT URBAN 5317		
16	MISC. FEDERAL AID	HPR	HPRH	0800	HWY PLAN-RESEARCH	HIGHWAY PLANNING & RESEARCH	N
16	MISC. FEDERAL AID	HPR	HPR80	0800	HWY PLAN-RESEARCH	HIGHWAY PLANNING & RESEARCH	N
16	MISC. FEDERAL AID	SPR	HPR2	0810	HIGHWAY PLANNING & RESEARCH	STATE PLANNING AND RESEARCH	I
16	MISC. FEDERAL AID	PL	PLNG	0820	METRO PLANNING	METROPOLITAN PLANNING	N
16	MISC. FEDERAL AID	PL	PLN2	0850	METROPOLITAN PLANNING	METROPOLITAN PLANNING	I
16	MISC. FEDERAL AID	SPR	HPRR	0860	25% ASIDE(R&D/ TECH TRANS)	RESEARCH, DEVELOPMENT & TECHNOLOGY TRANSFER	I
16	MISC. FEDERAL AID	FAUP	FAUP	0EPA	FA UNIQUE PROJECTS	GRANT FOR EPA FUNDS	N
16	MISC. FEDERAL AID	DP	EGPA	1060	ECON GROWTH PRIM ADD	ECOMOMIC GROWTH CENTER HIGHWAYS	N
16	MISC. FEDERAL AID	DP	EGCR	1060	ECONOMIC GROWTH CNTR	ECOMOMIC GROWTH CENTER HIGHWAYS	N
16	MISC. FEDERAL AID	TBR	TMBR	11P0	TIMBER BRIDGE DEMO	TIMBER BRIDGE GRANTS	I
16	MISC. FEDERAL AID	MBE	MBES	1230	MBE SUPPORT SERVICES	MBE SUPPORTIVE SERVICES	N
16	MISC. FEDERAL AID	TQF	TQTR	1240	TRANSITION QUARTER	TRANSITION QUARTER	N
16	MISC. FEDERAL AID	DBE	MBE8L	12C0	MINORITY BUSINESS ENTERPRISE	DBE SUPPORTIVE SERVICES	N
16	MISC. FEDERAL AID	DBE	MBE8	12C0	MINORITY BUSINESS ENTERPRISE	DBE SUPPORTIVE SERVICES	N
16	MISC. FEDERAL AID	TCD	TCDO	1370	TRAFFIC SIGNAL DEMO	TRAFFIC SIGNAL DEMO	N
16	MISC. FEDERAL AID	FH	FORH	1510	FOREST HIGHWAY	FOREST HIGHWAY	N
16	MISC. FEDERAL AID	PLH	PLHY	1530	PUBLIC LANDS HIGHWAY	PUBLIC LANDS HIGHWAY	N
16	MISC. FEDERAL AID	NRD	RIDE	1720	RIDSHARE DEMO PROGRM	RIDESHARE DEMO PROGRAM	N
16	MISC. FEDERAL AID	FH	FH81	1810	FOREST HWY APPN 181	FOREST HIGHWAY	N
16	MISC. FEDERAL AID	PLH	PLHY	1830	PUBLIC LANDS HIGHWAY	PUBLIC LANDS HIGHWAY	N
16	MISC. FEDERAL AID	PLH	PL92	18E0	PUBLIC LANDS HIGHWAY	PUBLIC LANDS HIGHWAY	I
16	MISC. FEDERAL AID	FH	FH91	1910	FOREST HWY APPN 191	FOREST HIGHWAY	N
16	MISC. FEDERAL AID	PFH	FH92	19A0	FOREST HIGHWAY	FOREST HIGHWAY	I
16	MISC. FEDERAL AID	REST	R317	3170	FUND RESTOR APPN 317	RESTORATION FUNDS	I
16	MISC. FEDERAL AID	STPMB	REMB	3180	FUND RESTORATON MOBL	RESTORATION FUNDS, URBAN AREAS	I
16	MISC. FEDERAL AID	RESTMT	REMT	3180	FUND RESTORATON MONTGOMERY	RESTORATION FUNDS, URBAN AREAS	I
16	MISC. FEDERAL AID	RESTBH	REBH	3180	FUND RESTORATON BHAM	RESTORATION FUNDS, URBAN AREAS	I
16	MISC. FEDERAL AID	STPPC	REPC	3180	FUND RESTOR PHNX CTY	RESTORATION FUNDS, URBAN AREAS	I
16	MISC. FEDERAL AID	RESTF	R31J	31J0	FUND RESTOR APPN 31	RESTORATION ANY AREA	I

FUNDING CODES

FED_CAT_ID	Cat Description	PREFIX ID	PGM_ID	FED_APPR_ID	PGM_NA	FED_APPR_DS	FED_ACT_CD
16	MISC. FEDERAL AID	ACCMAQ	AC320	3200	ADVANCE CN CMAQ 3200	CONGESTION MITIGATION/AQ	I
16	MISC. FEDERAL AID	CMAQ	CMAQ	3200	CONGS MIT & AIR QUAL7162(600)	CONGESTION MITIGATION/AQ	I
16	MISC. FEDERAL AID	ITS	ITSF	3240	INTELIGENT TRANS SYS FUNDS	INTELLIGENT TRANS SYS PROGRAM	N
16	MISC. FEDERAL AID	CMAQ	CMAQ	32A0	CONGS MIT & AIR QUAL7162(600)	CONGESTION MITIGATION 100% SAFETY	I
16	MISC. FEDERAL AID	TCP	MFTC	3340	MOTOR FUEL TAX COMPLIANCE	MOTOR FUELTAX COMPLIANCE	I
16	MISC. FEDERAL AID	HDPC	HPCP	3720	HIGH PERFORMANCE CONCRETE	HIGH PERFORMANCE CONCRETE	N
16	MISC. FEDERAL AID	SPR	HPRR	3730	25% ASIDE(R&D/ TECH TRANS)	APPLIED RESEARCH AND TECHNOLOGY	I
16	MISC. FEDERAL AID	RTAP	RTAP	37A0	RUR TRANS ASST PROG	LOCAL TECHNICAL ASSISTANCE	N
16	MISC. FEDERAL AID	RTAP	RTAP	37B0	RUR TRANS ASST PROG	LOCAL TECHNICAL ASSISTANCE	N
16	MISC. FEDERAL AID	TE	WZSD	37T0	WORK ZONE SAFTEY TEST EVAL	WORK ZONE SAFETY TEST EVALUATION	I
16	MISC. FEDERAL AID	SPS	LTPP	3800	LONG TERM PAVEMENT PERFORMANCE	LONG TERM PAVEMENT PERFORMANCE	N
16	MISC. FEDERAL AID		ITSF9	3900	INTELLIGENT VEH. HWY SYS 390	INTELLIGENT VEH. HWY SYSTEM	N
16	MISC. FEDERAL AID	ITS	ITSF	3900	INTELIGENT TRANS SYS FUNDS	INTELLIGENT VEH. HWY SYSTEM	N
16	MISC. FEDERAL AID	CMAQ	CMAQ	3AZ0	CONGS MIT & AIR QUAL7162(600)	CMAQ ISTEA TRANSFER TO TRANSIT	I
16	MISC. FEDERAL AID	PLH	PLHY	4130	PUBLIC LANDS HIGHWAY	PUBLIC LANDS HIGHWAY	T
16	MISC. FEDERAL AID	PFH	FHT21	4150	FOREST HWY TEA-21	FOREST HIGHWAY	N
16	MISC. FEDERAL AID		41TE	41TE	F-SHRP RESEARCH PROGRAM HIF	F-SHRP RESEARCH PROGRAM HIF	N
16	MISC. FEDERAL AID	LTAP	LTAPC	4380	LOCAL TECH ASSIST PROGRAM 0438	LOCAL TECH ASSISTANCE PROG	L
16	MISC. FEDERAL AID	LTAP	LTAP6	4380	LOCAL TECH ASSIST PROG 4380	LOCAL TECH ASSISTANCE PROG	L
16	MISC. FEDERAL AID	LTAP	LTAPE	438E	LOCAL TECH ASSIST PROGRAM 438E	LOCAL TECH ASSISTANCE PROG	L
16	MISC. FEDERAL AID	SPS	LTPP	4L10	LONG TERM PAVEMENT PERFORMANCE	LONG-TERM PAVEMENT PERF PROG	L
16	MISC. FEDERAL AID	SPR	5L4E	5L4E	BRIDGE RESEARCH AND DEPLOY	BRIDGE RESEARCH & DEPLOY PR	M
16	MISC. FEDERAL AID	SPR	5L6E	5L6E	PAVEMENT RESEARCH & DEPLOY PR	PAVEMENT RESEARCH & DEPLOY PR	L
16	MISC. FEDERAL AID	FH	FHOA	6080	FOREST HWY OLD FUNDS	UNKNOWN	N
16	MISC. FEDERAL AID	FLH	PLOF	6100	PUB LANDS OLD FUNDS	PUBLIC LANDS OLD FUNDS	N
16	MISC. FEDERAL AID	RPT	RPTD	6160	RURAL PUB TRANS DEMO	RURAL PUB TRANS DEMO	N
16	MISC. FEDERAL AID	OS	OFFS	6270	OFF SYSTEM ROADS	OFF SYSTEM ROADS	N
16	MISC. FEDERAL AID	OS	OFFS	6290	OFF SYSTEM ROADS	OFF SYSTEM ROADS, G FUNDS	N
16	MISC. FEDERAL AID	CFP	HCFP	6430	HWY XING FED PROJECT	HIGHWAY XING FED PROJECT	N
16	MISC. FEDERAL AID	CA	AD49	6490	AD CONTROL APPN 649	CONTROL OF OUTDOOR ADVERTISING	N
16	MISC. FEDERAL AID	CJF	JCON	6590	JUNKYARD CONTROL	JUNKYARD CONTROL	N
16	MISC. FEDERAL AID	LSF	LSFI	6690	LANDSCAPING-SCENIC	LANDSCAPING SCENIC	N
16	MISC. FEDERAL AID	SOS	SOSR	6790	SAFER OFF SYSTEM RDS	SAFER OFF SYSTEM ROADS, BRIDGE INVENTORY	N
16	MISC. FEDERAL AID	SOS	SOSR	6800	SAFER OFF SYSTEM RDS	SAFER OFF SYSTEM ROADS, CONSTRUCTION	N
16	MISC. FEDERAL AID	CA	AD88	6880	AD CONTROL APPN 688	CONTROL OF OUTDOOR ADVERTISING	N
16	MISC. FEDERAL AID	CJF	JC89	6890	JNKYARD CONT APN 689	JUNKYARD CONTROL	N
16	MISC. FEDERAL AID	AAD	DFNS	7500	DEFENSE ACCESS	DEFENSE ACCESS	N
16	MISC. FEDERAL AID	AAD	DEFA	7500	DEFENSE ACCESS AC APN	DEFENSE ACCESS	N
16	MISC. FEDERAL AID	AAD	DEFA	7510	DEFENSE ACCESS AC APN	DEFENSE ACCESS	N
16	MISC. FEDERAL AID	AAD	DEFA	7520	DEFENSE ACCESS AC APN	DEFENSE ACCESS	N
16	MISC. FEDERAL AID	A-AD	DA55	7550	DEFENSE ACCESS ROAD PROJECT	DEFENSE ACCESS ROAD	I
16	MISC. FEDERAL AID	A-AD	DA56	7560	DEFENSE ACCESS ROAD PROGRAM	DEFENSE ACCESS	I
16	MISC. FEDERAL AID	A-AD	DA57	7570	DEFENSE ACCESS ROAD PROJ	DEFENSE ACCESS	I
16	MISC. FEDERAL AID	RPTO	RPTO	7700	FTA SECTION 5311	NON URBAN PUBLIC TRANSPORTATION(EXPENSES)	N
16	MISC. FEDERAL AID	SPR	77C0	77C0	FTA HIGHWAY PROJECT TRANSFER	FTA HIGHWAY PROJECT TRANSFER	Z
16	MISC. FEDERAL AID	SPR	77E0	77E0	FTA ST PLANNING AND RESEARCH	FTA ST PLANNING AND RESEARCH	Z
16	MISC. FEDERAL AID	PL	FTATF	77F0	FTA CONSOLID PLAN TRF TO FHWA	FTA CONSOLID PLAN TRF TO FHWA METRO	N
16	MISC. FEDERAL AID	PL	FTATE	77FE	FTA CONSOLID PLAN TRF TO FHWA	FTA CONSOLID PLAN TRF TO FHWA	N
16	MISC. FEDERAL AID	SPR	FTATG	77G0	FTA CONSOLID PLANNING FUNDS77G	FTACONSOLID PLANNING FUNDS PLAN AND RES	N
16	MISC. FEDERAL AID	AAD	DFNS	8340	DEFENSE ACCESS	DEFENSE ACCESS	N
16	MISC. FEDERAL AID	RPTO	RPTO	8810	FTA SECTION 5311	NON URBAN PUBLIC TRANSPORTATION(EXPENSES	N
16	MISC. FEDERAL AID	RPTO	RPTO	8820	FTA SECTION 5311	NON URBAN PUBLIC TRANSPORTATION(ADMIN)	N
16	MISC. FEDERAL AID	SPR	HPRR	9420	25% ASIDE(R&D/ TECH TRANS)	FHWA OPERATING FUNDS(VARIOUS RESEARCH PROJECTS)	N
16	MISC. FEDERAL AID	DE	CSIP	9420	CORR SAFTY	FHWA OPERATING FUNDS(VARIOUS RESEARCH PROJECTS)	N
16	MISC. FEDERAL AID	RTAP	RTAP	9450	RUR TRANS ASST PROG	RURAL TRANS ASST PROGRAM	N
16	MISC. FEDERAL AID	RTAP	RTAP	94A0	RUR TRANS ASST PROG	LOCAL TECHNICAL ASSISTANCE	N
16	MISC. FEDERAL AID	RTAP	RTAP	94B0	RUR TRANS ASST PROG	LOCAL TECHNICAL ASSISTANCE	N
16	MISC. FEDERAL AID	RTAP	RTAP	96D0	RUR TRANS ASST PROG	LOCAL TECHNICAL ASSISTANCE	N
16	MISC. FEDERAL AID	RTAP	RTAP	96G0	RUR TRANS ASST PROG	DBE- SUPPORTIVE SERVICES	N
16	MISC. FEDERAL AID	LTAP	LTAP	96M0	LOCAL TECH TRANS Q89	LOCAL TECHNOLOGY TRANSFER PROGRAM	T
16	MISC. FEDERAL AID	DBE	MBE8	96S0	MINORITY BUSINESS ENTERPRISE	DBE SUPPORT	T
16	MISC. FEDERAL AID	RTAP	RTAP	9AC0	RUR TRANS ASST PROG	RURAL TRANS ASSIST TECH TRANSFER	N
16	MISC. FEDERAL AID	DBE	MBE8	9AH0	MINORITY BUSINESS ENTERPRISE	DBE-SUPPORTIVE SERVICES	T
16	MISC. FEDERAL AID	SPS	LTPP	9AN0	LONG TERM PAVEMENT PERFORMANCE	LONG TERM PAVEMENT PERFORMANCE	N
16	MISC. FEDERAL AID	DBE	MBE8	9AV0	MINORITY BUSINESS ENTERPRISE	DBE (DISADVANTAGED BUISINESS ENTERPRISE)	T
16	MISC. FEDERAL AID	STMOJT	OJTPC	C490	STP SUPPORTIVE SRVC ARRA	STP SUPPORTIVE SRVC ARRA	N
16	MISC. FEDERAL AID	UMPL	UMPL	CT03	FTA SECTION 5303	FED TRANSIT AUTHORITY UMPL ARRA	N
16	MISC. FEDERAL AID	FTA9	FTA9	CT07	FTA SECTION 5307	FED TRANSIT AUTHORITY FTA9 ARRA	N
16	MISC. FEDERAL AID	FTA9C	FTA9C	CT07	CAPITAL PROGRAMS FOR >50K	FED TRANSIT AUTHORITY FTA9 ARRA	N
16	MISC. FEDERAL AID	STMFTA9C	FT9CA	CT07	CAPITAL PROGRAMS FOR >50K ARRA	FED TRANSIT AUTHORITY FTA9 ARRA	N
16	MISC. FEDERAL AID	STMFTA9	FT9A	CT07	FTA SECTION 5307 ARRA	FED TRANSIT AUTHORITY FTA9 ARRA	N
16	MISC. FEDERAL AID	FTA3C	FTA3C	CT09	CAPITAL NEW STARTS/FED EARMARK	FED TRANSIT AUTHORITY FTA3 ARRA	N
16	MISC. FEDERAL AID	FTA3	FTA3	CT09	FTA SECTION 5309	FED TRANSIT AUTHORITY FTA3 ARRA	N
16	MISC. FEDERAL AID	UMTA	UMTA	CT10	FTA SECTION 5310	FED TRANSIT AUTHORITY UMTA ARRA	N
16	MISC. FEDERAL AID	UMTAC	UMTAC	CT10	CAPITAL ELDERLY/HANDICAPPED	FED TRANSIT AUTHORITY UMTA ARRA	N
16	MISC. FEDERAL AID	RPTOC	RPTOC	CT11	CAPITAL PROGRAMS FOR NON-URBAN	FED TRANSIT AUTHORITY RPTO ARRA	N
16	MISC. FEDERAL AID	STMFTA3C	RPTCA	CT11	CAPITAL PROGS NON-URBAN ARRA	FED TRANSIT AUTHORITY RPTO ARRA	N
16	MISC. FEDERAL AID	RPTO	RPTO	CT11	FTA SECTION 5311	FED TRANSIT AUTHORITY RPTO ARRA	N
16	MISC. FEDERAL AID	UWRG	UWRG	CT14	UNITED WE RIDE GRANT 5314	TRANSIT UNITED WE RIDE 5314A ARRA	N
16	MISC. FEDERAL AID	JARC	JARC	CT16	JOB ACCESS AND REVERSE COMMUTE	FED TRANSIT AUTHORITY JARC ARRA	N
16	MISC. FEDERAL AID	NFIG	NFIGR	CT17	NEW FREEDOM INIT RURAL 5317	TRANSIT FREEDOM INITIATIVE 5317 ARRA	N
16	MISC. FEDERAL AID	STMNFIU	NFGUA	CT17	NEW FREEDOM INIT URB 5317 ARRA	TRANSIT FREEDOM INITIATIVE 5317 ARRA	N
16	MISC. FEDERAL AID	JARC	JARC	CT37	JOB ACCESS AND REVERSE COMMUTE	FEDERAL TRANSIT AUTHORITY JARC ARRA	N
16	MISC. FEDERAL AID	CTGR	CTGR	CTGR	FED TRANSIT AUTH TIGER GRANT	FED TRANSIT AUTH TIGER GRANT	N
16	MISC. FEDERAL AID	STMFH	PFHDC	D180	FOREST HIGHWAY ARRA	FOREST HIGHWAY ARRA	N
16	MISC. FEDERAL AID	PLH	PLH04	F130	PUBLIC LANDS HIGHWAY 2004	PUBLIC LANDS HIGHWAY 2004	N
16	MISC. FEDERAL AID	PLH	PLH04	F13E	PUBLIC LANDS HIGHWAY 2004	PUBLIC LANDS HIGHWAY	N
16	MISC. FEDERAL AID	PFH	PFH04	F150	FOREST HIGHWAY 2004	FOREST HIGHWAY 2004	N
16	MISC. FEDERAL AID	PFH	PFH4E	F15E	FOREST HIGHWAY 2004 EXT	FOREST HIGHWAY EXT	N
16	MISC. FEDERAL AID	FAUP	FAUP	FRA0	FA UNIQUE PROJECTS	FEDERAL RAIL ADMINISTRATION FAUP	N

FUNDING CODES

FED_CAT_ID	Cat Description	PREFIX ID	PGM_ID	FED_APPR_ID	PGM_NA	FED_APPR_DS	FED_ACT_CD
16	MISC. FEDERAL AID	FAUP	FAUPS	FWFF	FA UNIQUE PROJECTS	FEDERAL WITHOUT FEDERAL FUNDS FAUP	N
16	MISC. FEDERAL AID	FAUP	FAUP	FWFF	FA UNIQUE PROJECTS	FEDERAL WITHOUT FEDERAL FUNDS FAUP	N
16	MISC. FEDERAL AID	FLAP	G200	G200	FOREST HWY TEA-21	FLAP FEDERAL LANDS	M
16	MISC. FEDERAL AID	ASD01	ASD01	G610	ALABAMA STATE DOCKS	ALABAMA STATE DOCKS	N
16	MISC. FEDERAL AID	STRGB	STRGB	H2X0	SURF TRANS RSCH GSB-88 BND H2X	SURF TRANS RSCH GSB-88 BINDER	N
16	MISC. FEDERAL AID	CMAQ	CMAQH	H400	CONGS MIT & AIR QUALITY	CMAQ FY 04	N
16	MISC. FEDERAL AID	PL	PLN8H	H450	METRO PLANNING	1% METRO PLANNING	N
16	MISC. FEDERAL AID	DBE	DBE04	H480	MINORITY BUS ENTERPRISE 2004	DBE 2004	N
16	MISC. FEDERAL AID		OJTPH	H490	ON JOB TRAINING STEA03	ON JOB TRAINING PROGRAM STEA03	N
16	MISC. FEDERAL AID	SPR	HPR8H	H550	HWY PLAN & REASEARCH	2% HWY PLNG & RESEARCH	N
16	MISC. FEDERAL AID	SPR	RRHPH	H560	MAND 25% STUDIES - HPR-STEA03	MAND 25% STUDIES - HPR-STEA03	N
16	MISC. FEDERAL AID	SPR	RHPCH	H560	MAND 25% PLNG CONST H56	MAND 25% STUDIES - HPR-STEA03	N
16	MISC. FEDERAL AID	TCSP	TCSPH	H680	TRAN COMM SYS PRES STEA03	TRANS & COMM & SYST PRESERVATION STEA3	N
16	MISC. FEDERAL AID	LTAP	LTAPH	H890	LOCAL TECH TRANS H89	LOC TECH ASSIST PGM STEA03	N
16	MISC. FEDERAL AID	LTAP	LTAPB	H890	LOCAL TECH TRANS H89	LOC TECH ASSIST PGM STEA03	N
16	MISC. FEDERAL AID	TCP	HUTE	H960	HWY USE TAX EVASION PROJ	HWY USE TAX EVASION PROJ	N
16	MISC. FEDERAL AID	FLAP	K200	K200	FOREST HWY FAST	FLAP FEDERAL LANDS	Z
16	MISC. FEDERAL AID	EOAP	EOAP	L00E	EXT OF ALLOCATED PROGRAMS L00E	EXT OF ALLOCATED PROG	L
16	MISC. FEDERAL AID	CMAQ	CMAQL	L400	CONGS MIT &AIR QUALITY L400	CMAQ LU	L
16	MISC. FEDERAL AID	CMAQ	CMAQE	L40E	CONGS MIT & AIR QUALITY L40E	CMAQ S-LU EXT	L
16	MISC. FEDERAL AID	CMAQ	CMAQR	L40R	CONGS MIT & AIR QUALITY L40R	CMAQ S-LU RESTORE	L
16	MISC. FEDERAL AID	PL	PLN8L	L450	METRO PLNG 1.25% TAKEDOWN LU	METRO PLANNING LU	L
16	MISC. FEDERAL AID	PL	PLN8E	L45E	METRO PLNG 1.25% TAKEDWN LU EX	METRO PLANNING S-LU EXT	L
16	MISC. FEDERAL AID	PL	PLN8R	L45R	METRO PLNG 1.25% TAKEDWN LU RE	METRO PLANNING S-LU RESTORE	L
16	MISC. FEDERAL AID	DBE	DBEL	L480	MINORITY BUS ENTERPRISE L480	STP DBE TRAINING LU	L
16	MISC. FEDERAL AID	DBE	DBELE	L48E	MINORITY BUS ENTERPRISE L48E	STP DBE TRAINING LU EXT	L
16	MISC. FEDERAL AID	OJT	OJTPL	L490	STP SUPPORTIVE SERVICES LU	STP SUPPORTIVE SERVICES LU	L
16	MISC. FEDERAL AID	OJT	OJTPE	L49E	STP SUPPORTIVE SRVC S-LU L49E	STP SUPPORTIVE SRVC S-LU EXT	L
16	MISC. FEDERAL AID	SPR	HPR8L	L550	2% HWY PLNG & RESEARCH L55	2% HWY PLNG & RESEARCH LU	L
16	MISC. FEDERAL AID	SPR	HPRCL	L550	STATEWIDE PLANNING CONST L55	2% HWY PLNG & RESEARCH LU	L
16	MISC. FEDERAL AID	SPR	HPR8E	L55E	2% HWY PLNG & RESEARCH L55E	2% HWY PLNG & RESEARCH S-LU EXT	L
16	MISC. FEDERAL AID	SPR	RRHPL	L560	MAND 25% PLNG LU	MAND 25% PLNG LU	L
16	MISC. FEDERAL AID	SPR	RRHPC	L560	MAND 25% PLNG CONST LU	MAND 25% PLNG LU	L
16	MISC. FEDERAL AID	SPR	RHPLE	L56E	MAND 25% PLNG LUEXT L56E	MAND 25% PLNG S-LU EXT	L
16	MISC. FEDERAL AID	TCSP	TCSPL	L680	TRANS COMM SYS PRES L680	TRANS & COMM & SYS PRES LU	L
16	MISC. FEDERAL AID	TCSP	TCSAC	L680	TRANS COMM SYS PRES L680 AC	TRANS & COMM & SYS PRES LU	L
16	MISC. FEDERAL AID	TCSP	TCSPL	L68E	TRANS COMM SYS PRES L680	TRANS & COMM & SYS PRES LU EXT	L
16	MISC. FEDERAL AID	TCP	HUTE	L960	HWY USE TAX EVASION PROJ	HWY USE TAX EVASION PROJ	N
16	MISC. FEDERAL AID	TCP	HUTE	L96E	HWY USE TAX EVASION PROJ	HWY USE TAX EVASION PROJ	N
16	MISC. FEDERAL AID	HWYP	LHIP	LHIP	HIGHWAY INFRASTRUCTURE	HIGHWAY INFRASTRUCTURE	N
16	MISC. FEDERAL AID	PRHP	PRHPE	LP1E	PUERTO RICO HWY PROGRAM LP1E	PUERTO RICO HIGHWAY PROGRAM	L
16	MISC. FEDERAL AID	ACIMF	CBD1	M001	CBD BOND 1 AC	NHPP MAP-21	M
16	MISC. FEDERAL AID	CMAQ	CMA1	M003	CMAQ AND PM 2.5	CMAQ PM 2.5 MAP-21	M
16	MISC. FEDERAL AID	CMAQ	CMA	M003	CMAQ AND PM 2.5	CMAQ PM 2.5 MAP-21	M
16	MISC. FEDERAL AID	CMAQ	CMAC	M003	CMAQ AND PM 2.5 ADV CN	CMAQ PM 2.5 MAP-21	M
16	MISC. FEDERAL AID	TIFIA	TIFIA	M040	TIFIA REDISTRIBUTION	TIFIA REDISTRIBUTION MAP-21	M
16	MISC. FEDERAL AID	ACIMF	CBD1	M0E1	CBD BOND 1 AC	NHPP MAP-21 EXTENTION	M
16	MISC. FEDERAL AID	IMF	CBD1C	M0E1	CBD BOND 1 AC CONVERTED	NHPP MAP-21 EXTENTION	M
16	MISC. FEDERAL AID	ACIMF	CBD2	M0E1	CBD BOND 2 PHASE 3	NHPP MAP-21 EXTENTION	M
16	MISC. FEDERAL AID	IMF	CBD2C	M0E1	CBD BOND 2 PHASE 3 CONVERTED	NHPP MAP-21 EXTENTION	M
16	MISC. FEDERAL AID	CMAQ	CMA	M0E3	CMAQ AND PM 2.5	CMAQ PM 2.5 MAP-21 EXTENTION	M
16	MISC. FEDERAL AID	CMAQ	CMAC	M0E3	CMAQ AND PM 2.5 ADV CN	CMAQ PM 2.5 MAP-21 EXTENTION	M
16	MISC. FEDERAL AID	CMAQ	CMA1	M0E3	CMAQ AND PM 2.5	CMAQ PM 2.5 MAP-21 EXTENTION	M
16	MISC. FEDERAL AID	TISP	M376	M376	TECH INNOV SAFETY	TECH INNOW DEPLOY FAST	Z
16	MISC. FEDERAL AID	TIDP	M378	M378	TECH INNOV DEPLOY MAP-21 TIDP	TECH INNOW DEPLOY MAP-21 TIDP	M
16	MISC. FEDERAL AID	STIC	STICM	M37B	ST INNOVATION COUNCIL MAP-21	STATE TRANS INNOVATION COUNCIL MAP-21	M
16	MISC. FEDERAL AID	STIC	STICF	M37E	ST INNOVATION COUNCIL FAST	STATE TRANS INNOVATION COUNCIL FAST	Z
16	MISC. FEDERAL AID	CMAQ	CMA	M400	CMAQ AND PM 2.5	CMAQ MAP-21	M
16	MISC. FEDERAL AID	CMAQ	CMA1	M400	CMAQ AND PM 2.5	CMAQ MAP-21	M
16	MISC. FEDERAL AID	CMAQ	CMAQM	M400	CONGS MIT & AIR QUALITY M400	CMAQ MAP-21	M
16	MISC. FEDERAL AID	CMAQ	CMAC	M400	CMAQ AND PM 2.5 ADV CN	CMAQ MAP-21	M
16	MISC. FEDERAL AID	CMAQ	CMA1	M40E	CMAQ AND PM 2.5	CMAQ MAP-21 EXTENTION	M
16	MISC. FEDERAL AID	CMAQ	CMAC	M40E	CMAQ AND PM 2.5 ADV CN	CMAQ MAP-21 EXTENTION	M
16	MISC. FEDERAL AID	CMAQ	CMAME	M40E	CONG MIT & AIR M40E MAP-21 EXT	CMAQ MAP-21 EXTENTION	M
16	MISC. FEDERAL AID	CMAQ	CMA	M40E	CMAQ AND PM 2.5	CMAQ MAP-21 EXTENTION	M
16	MISC. FEDERAL AID	LTAP	LTAPM	M438	LOCAL TECH ASSIST PROGRAM M438	LOCAL TECH ASSISTANCE PROG	M
16	MISC. FEDERAL AID	LTAP	LTAPM	M441	LOCAL TECH ASSIST PROGRAM M438	LOCAL TECH ASSISTANCE PROG	M
16	MISC. FEDERAL AID	PL	PL45M	M450	MAP-21 METRO PLANNING M450	METROPOLITAN PLANNING MAP-21	M
16	MISC. FEDERAL AID	PL	P45ME	M45E	MAP-21 EXT METRO PLANNING M45E	METROPOLITAN PLANNING MAP-21 EXT	M
16	MISC. FEDERAL AID	DBE	DBEM	M480	MINORITY BUS ENTERPRISE M480	STP DBE TRAINING MAP-21	M
16	MISC. FEDERAL AID	DBE	DBEM	M48E	MINORITY BUS ENTERPRISE M480	STP DBE TRAINING MAP-21 EXT	M
16	MISC. FEDERAL AID	DBE	DBEME	M48E	MINORITY BUS ENTERPRISE M48E M	STP DBE TRAINING MAP-21 EXT	M
16	MISC. FEDERAL AID	OJT	OJTM	M490	STP SUPPORTIVE SERVICES MAP-21	STP SUPPORTIVE SERVICES MAP-21	M
16	MISC. FEDERAL AID	OJT	OJT	M490	STP SUPPORTIVE SERVICES	STP SUPPORTIVE SERVICES MAP-21	M
16	MISC. FEDERAL AID	OJT	OJTME	M49E	NATL SUMMER TRAIN. MAP-21 EXT	STP SUPPORTIVE SERVICES MAP-21 EXT	M
16	MISC. FEDERAL AID	OJT	OJTM	M49E	STP SUPPORTIVE SERVICES MAP-21	STP SUPPORTIVE SERVICES MAP-21 EXT	M
16	MISC. FEDERAL AID	OJT	OJT	M49E	STP SUPPORTIVE SERVICES	STP SUPPORTIVE SERVICES MAP-21 EXT	M
16	MISC. FEDERAL AID	OJT	OJT	M49S	STP SUPPORTIVE SERVICES	NATL SUMMER TRAINING MAP-21	M
16	MISC. FEDERAL AID	OJT	OJTMS	M49S	NATL SUMMER TRAINING MAP-21	NATL SUMMER TRAINING MAP-21	M
16	MISC. FEDERAL AID	OJT	OJT	M4SE	STP SUPPORTIVE SERVICES	NATL SUMMER TRAINING MAP-21 EXT	M
16	MISC. FEDERAL AID	OJT	OJTME	M4SE	NATL SUMMER TRAIN. MAP-21 EXT	NATL SUMMER TRAINING MAP-21 EXT	M
16	MISC. FEDERAL AID	SPR	SP55M	M550	STATE PLANNING & RESEARCH M550	STATE PLANNING RESEARCH MAP-21	M
16	MISC. FEDERAL AID	SPR	P55ME	M55E	STATE PLANNING & RESEARCH M55E	STATE PLANNING RESEARCH MAP-21 EXT	M
16	MISC. FEDERAL AID	SPR	SP56M	M560	RD&T MAP-21 M560	RESEARCH DEVELOPMENT &TRANSFER MAP-21	M
16	MISC. FEDERAL AID	SPR	P56ME	M56E	RD&T MAP-21 EXT M56E	RESEARCH DEVELOPMENT &TRANSFER MAP-21 EXT	M
16	MISC. FEDERAL AID	SHRP2	M6T0	M6T0	FUTURE STRAT HWY (F-SHRP) HIF	FUTURE STRAT HWY (F-SHRP) HIF	M
16	MISC. FEDERAL AID	SPR	FTADM	M77D	FTA CONSOLID PLANNING FUNDS77D	FTA CONSOLID PLANNING FUNDS77D	N
16	MISC. FEDERAL AID	PL	FTAFM	M77F	FTA CONSOLID PLAN TRF TO FHWA	FTA CONSOLID PLAN TRF TO FHWA METRO	N
16	MISC. FEDERAL AID	MTDG	MTDG	MTDG	FED HIGHWAY AUTH TIGER GRANT	FED HIGHWAY AUTH TIGER GRANT	N
16	MISC. FEDERAL AID	SPGT	SPGT	OHT0	OHTS SEC. 402 GRANTS	OFFICE HIGHWAY TRAFFIC SAFETY	N
16	MISC. FEDERAL AID	CMAQ	AQCM	Q400	STEA CONGESTION MGT & AIR QU	CMAQ FY 98	T
16	MISC. FEDERAL AID	PL	PLN8	Q450	STEA METRO PLANNING	1% METRO PLANNING	T
16	MISC. FEDERAL AID	FAUP	FAUP	Q460	FA UNIQUE PROJECTS	LTPP-RESEARCH-2000	T
16	MISC. FEDERAL AID	DBE	MBE8	Q480	MINORITY BUSINESS ENTERPRISE	DBE	T
16	MISC. FEDERAL AID	OJT	OJTP	Q490	ON THE JOB TRAINING PROGRAM	ON JOB TRAINING PROGRAM	T
16	MISC. FEDERAL AID	RESTF	RQ50	Q500	FUNDING RESTORATION APPN31	REST STATE FLEX-98	T
16	MISC. FEDERAL AID	RESTPC	PCRE	Q510	STEA FUNDING RESTOR PHENIX	RESTORATION URBAN >200K-98	T
16	MISC. FEDERAL AID	RESTBH	BHRE	Q510	STEA FUNDING RESTORATION B'HAM	RESTORATION URBAN >200K-98	T

FUNDING CODES

FED_CAT_ID	Cat Description	PREFIX ID	PGM_ID	FED_APPR_ID	PGM_NA	FED_APPR_DS	FED_ACT_CD
16	MISC. FEDERAL AID	RESTMT	MTRE	Q510	STEA FUNDING RESTORATION MONTG	RESTORATION URBAN >200K-98	T
16	MISC. FEDERAL AID	STPMB	MBRE	Q510	STEA FUNDING RESTOR MOBILE	RESTORATION URBAN >200K-98	T
16	MISC. FEDERAL AID	SPR	HPR8	Q550	STEA HWY PLAN & RESEARCH	2% HWY PLNG & RESEARCH	T
16	MISC. FEDERAL AID	SPR	RHPCQ	Q560	MAND 25% PLNG CONST Q56	MANDATORY 25% STUDIES HPR	T
16	MISC. FEDERAL AID	SPR	RRHP	Q560	STEA 25% ASIDE(R&D/TECH TRANS)	MANDATORY 25% STUDIES HPR	T
16	MISC. FEDERAL AID	TCSP	TCSPE	Q680	TCSP EARMARKED GRANT	TRANS & COMM & SYST PRESERVATION EARMARKED GRANT	T
16	MISC. FEDERAL AID	LTAP	LTAP	Q890	LOCAL TECH TRANS Q89	LOCAL TECHNOLOGY TRANSFER	T
16	MISC. FEDERAL AID	LTAP	LTAPA	Q890	LOCAL TECH TRANS Q89	LOCAL TECHNOLOGY TRANSFER	T
16	MISC. FEDERAL AID	CMAQ	AQCM	QC10	STEA CONGESTION MGT & AIR QU	AQCM TEA21 TRANSFER TO TRANSIT	T
16	MISC. FEDERAL AID	ITS	ITS03	QT20	ITS PROGRAM 2003	ITS PROGRAM 2003	T
16	MISC. FEDERAL AID	ITS	ITSF	QT70	INTELIGENT TRANS SYS FUNDS	ITS PROGRAM	T
16	MISC. FEDERAL AID	ITS	IT58	QT70	ITS PROGRAM	ITS PROGRAM	T
16	MISC. FEDERAL AID	ITS	IT58	QT80	ITS PROGRAM	ITS PROGRAM	T
16	MISC. FEDERAL AID	FAUP	FAUP	RSDV	FA UNIQUE PROJECTS	FHWA-DEMO PROJECTS FAUP	N
16	MISC. FEDERAL AID	UMPL	UMPL	TR03	FTA SECTION 5303	FEDERAL TRANSIT AUTHORITY UMPL	N
16	MISC. FEDERAL AID	FTA9C	FTA9C	TR07	CAPITAL PROGRAMS FOR >50K	FEDERAL TRANSIT AUTHORITY FTA9	N
16	MISC. FEDERAL AID	FTA9	FTA9	TR07	FTA SECTION 5307	FEDERAL TRANSIT AUTHORITY FTA9	N
16	MISC. FEDERAL AID	FTA3	FTA3	TR09	FTA SECTION 5309	FEDERAL TRANSIT AUTHORITY FTA3	N
16	MISC. FEDERAL AID	FTA3C	FTA3C	TR09	CAPITAL NEW STARTS/FED EARMARK	FEDERAL TRANSIT AUTHORITY FTA3	N
16	MISC. FEDERAL AID	UMTA	UMTA	TR10	FTA SECTION 5310	FEDERAL TRANSIT AUTHORITY UMTA	N
16	MISC. FEDERAL AID	UMTAC	UMTAC	TR10	CAPITAL ELDERLY/HANDICAPPED	FEDERAL TRANSIT AUTHORITY UMTA	N
16	MISC. FEDERAL AID	RPTO	RPTO	TR11	FTA SECTION 5311	FEDERAL TRANSIT AUTHORITY RPTO	N
16	MISC. FEDERAL AID	RPTOC	RPTOC	TR11	CAPITAL PROGRAMS FOR NON-URBAN	FEDERAL TRANSIT AUTHORITY RPTO	N
16	MISC. FEDERAL AID	UWRG	UWRG	TR14	UNITED WE RIDE GRANT 5314	TRANSIT UNITED WE RIDE 5314A	N
16	MISC. FEDERAL AID	JARC	JARC	TR16	JOB ACCESS AND REVERSE COMMUTE	FEDERAL TRANSIT AUTHORITY JARC 07	N
16	MISC. FEDERAL AID	JARC	JARCC	TR16	JOB ACCS & RVRSE CMUTE CAPITOL	FEDERAL TRANSIT AUTHORITY JARC 07	N
16	MISC. FEDERAL AID	NFIG	NFIGR	TR17	NEW FREEDOM INIT RURAL 5317	TRANSIT FREEDOM INITIATIVE 5317	N
16	MISC. FEDERAL AID	NFIG	NFIGC	TR17	NEW FREEDOM RURAL 5317 CAPITOL	TRANSIT FREEDOM INITIATIVE 5317	N
16	MISC. FEDERAL AID	JARC	JARC	TR37	JOB ACCESS AND REVERSE COMMUTE	FEDERAL TRANSIT AUTHORITY JARC	N
16	MISC. FEDERAL AID	JARC	JARCC	TR37	JOB ACCS & RVRSE CMUTE CAPITOL	FEDERAL TRANSIT AUTHORITY JARC	N
16	MISC. FEDERAL AID	FTA3C	FTA3C	TR39	CAPITAL NEW STARTS/FED EARMARK	FEDERAL TRANSIT AUTHORITY FTA3 MAP-21	N
16	MISC. FEDERAL AID	TTDG	TTDG	TTDG	FED HIGHWAY AUTH TIGER GRANT	FEDERAL TRANSIT AUTHORITY TIGER GRANT	N
16	MISC. FEDERAL AID	FAUP	FAUP	USGS	FA UNIQUE PROJECTS	FAUP - USGS GRANT FUNDING	M
16	MISC. FEDERAL AID	IMF	CBD2C	Z001	CBD BOND 2 PHASE 3 CONVERTED	NHPP FAST	Z
16	MISC. FEDERAL AID	ACIMF	CBD1	Z001	CBD BOND 1 AC	NHPP FAST	Z
16	MISC. FEDERAL AID	IMF	CBD1C	Z001	CBD BOND 1 AC CONVERTED	NHPP FAST	Z
16	MISC. FEDERAL AID	ACIMF	CBD2	Z001	CBD BOND 2 PHASE 3	NHPP FAST	Z
16	MISC. FEDERAL AID	CMAQ	CMA	Z003	CMAQ AND PM 2.5	CMAQ PM 2.5 FAST	Z
16	MISC. FEDERAL AID	CMAQ	CMA1	Z003	CMAQ AND PM 2.5	CMAQ PM 2.5 FAST	Z
16	MISC. FEDERAL AID	CMAQ	CMAC	Z003	CMAQ AND PM 2.5 ADV CN	CMAQ PM 2.5 FAST	Z
16	MISC. FEDERAL AID		Z37D	Z37D	TECH INNOV DEPLOY	TECH INNOVAT DEPLOY AID FAST	Z
16	MISC. FEDERAL AID	STIC	STICZ	Z37E	TECH INNOVA DEPLOY STIC FAST	TECH INNOVAT DEPLOY STIC FAST	Z
16	MISC. FEDERAL AID	CMAQ	CMA	Z400	CMAQ AND PM 2.5	CMAQ FAST	Z
16	MISC. FEDERAL AID	CMAQ	CMAC	Z400	CMAQ AND PM 2.5 ADV CN	CMAQ FAST	Z
16	MISC. FEDERAL AID	CMAQ	CMA1	Z400	CMAQ AND PM 2.5	CMAQ FAST	Z
16	MISC. FEDERAL AID	LTAP	LTAPZ	Z438	LOCAL TECH ASSIST PROGRAM Z438	LOCAL TECH ASSIST PROGRAM Z438	Z
16	MISC. FEDERAL AID	LTAP	Z441	Z441	LOCAL TECH ASSIST PROGRAM Z441	LOCAL TECH ASSIST PROGRAM Z441	Z
16	MISC. FEDERAL AID		Z444	Z444	OPERATIONS ACADEMY	OPERATIONS ACADEMY	Z
16	MISC. FEDERAL AID	PL	PLSH	Z450	PLANNING SHOALS	METROPOLITAN PLANNING FAST	Z
16	MISC. FEDERAL AID	PL	PLTL	Z450	PLANNING TUSCALOOSA	METROPOLITAN PLANNING FAST	Z
16	MISC. FEDERAL AID	PL	PLPC	Z450	PLANNING PHENIX CITY	METROPOLITAN PLANNING FAST	Z
16	MISC. FEDERAL AID	PL	Z450	Z450	PL METRO PLANNING FAST	METROPOLITAN PLANNING FAST	Z
16	MISC. FEDERAL AID	DBE	DBEM	Z480	MINORITY BUS ENTERPRISE M480	STP DBE TRAINING FAST	Z
16	MISC. FEDERAL AID	OJT	OJT	Z490	STP SUPPORTIVE SERVICES	STP SUPPORTIVE SERVICES FAST	Z
16	MISC. FEDERAL AID	OJT	OJTZ	Z490	STP SUPPORTIVE SERVICES FAST	STP SUPPORTIVE SERVICES FAST	Z
16	MISC. FEDERAL AID	OJT	OJT	Z49A	STP SUPPORTIVE SERVICES	NATL SUMMER TRAINING FAST	Z
16	MISC. FEDERAL AID	OJT	OJT	Z49B	STP SUPPORTIVE SERVICES	NATL SUMMER TRAINING FAST	Z
16	MISC. FEDERAL AID	OJT	OJT	Z49S	STP SUPPORTIVE SERVICES	NATL SUMMER TRAINING FAST	Z
16	MISC. FEDERAL AID	SPR	Z550	Z550	SPR STATE PLANNING & RESEARCH	STATE PLANNING RESEARCH FAST	Z
16	MISC. FEDERAL AID	SPR	Z560	Z560	SPR RD&T FAST Z560	RESEARCH DEVELOPMENT &TRANSFER FAST	Z
16	MISC. FEDERAL AID	SPR	Z77D	Z77D	FTA CONSOLID PLANNING FUNDS77D	FTA CONSOLID PLANNING FUNDS77D	Z
16	MISC. FEDERAL AID	PL	Z77F	Z77F	FTA CONSOLID PLAN TRAF TO FHWA	FTA CONSOLID PLAN TRAF TO FHWA	Z
16	MISC. FEDERAL AID	PRHP	ZP10	ZP10	PUERTO RICO HIGHWAY 25%	PUERTO RICO HWY 25%	Z
17	STATE		STATH		STATE PROGRAM - RESEARCH SURVE		
17	STATE		IARA		INDUSTRIAL ACCESS		
17	STATE	GPER	GPER		GOVS PROG,ENRGY RFND		
17	STATE		IARB		INDUSTRIAL ACCESS		
17	STATE		STATF		STATE PROGRAM - STATE FORCE CO		
17	STATE		STATS		STATE PROGRAM - SPECIAL AID		
17	STATE		STATR		STATE PROGRAM - RIGHT OF WAY		
17	STATE	OLC	OILC		OIL BOND COUNTY PROG		
17	STATE	OLB	OLAB		OIL BOND, HWY BLDGS		
17	STATE		STRP		ST REVENUE SHARING		
17	STATE	PLR	SPAR		ST PLAN AND RESEARCH		
17	STATE		SOLB		OPER LAND & BLDGS.		
17	STATE		STATO		STATE PROGRAM - OTHER		
17	STATE	OLB	OILB		OIL BOND HWY PROG		
17	STATE		STATP		STATE PROGRAM - PE		
17	STATE		STAT		STATE PROGRAM		
17	STATE		STATC		STATE PROGRAM - CONTRACT CONST		
17	STATE		STATE		STATE PROGRAM - STATE		
17	STATE	BP	BP		BP SETTLEMENT FUNDS		
18	MAINTENANCE		MAIN		MAINTENANCE PROJECTS		
18	MAINTENANCE		99007		G.O. MAINTENANCE EMERGENCY FUN		
18	MAINTENANCE	99*	99003		STATE MAINTENANCE RESURFACING		
18	MAINTENANCE		99004		G.O. ROADWAY SHOULDER REPAIR		
18	MAINTENANCE		99006		G.O. TRAFFIC SIGNAL UPGRADING		
18	MAINTENANCE		99903		9TH DIV RESURFACING		
18	MAINTENANCE		99045		G.O. BRIDGE MANAGEMENT		
18	MAINTENANCE		99803		8TH DIV RESURFACING		
18	MAINTENANCE		99703		7TH DIV RESURFACING		
18	MAINTENANCE		99603		6TH DIV RESURFACING		
18	MAINTENANCE		99503		5TH DIV RESURFACING		
18	MAINTENANCE		99403		4TH DIV RESURFACING		
18	MAINTENANCE		99303		3RD DIV RESURFACING		
18	MAINTENANCE		99203		2ND DIV RESURFACING		
18	MAINTENANCE		99103		1ST DIV RESURFACING		
18	MAINTENANCE		99075		G.O. BRIDGE OTHER		

FUNDING CODES							
FED_CAT_ID	Cat Description	PREFIX ID	PGM_ID	FED_APPR_ID	PGM_NA	FED_APPR_DS	FED_ACT_CD
18	MAINTENANCE		99065		G.O. BRIDGE RATING		
18	MAINTENANCE		99055		G.O. BRIDGE SCOUR		
18	MAINTENANCE		99005		G.O. BRIDGE PAINTING		
18	MAINTENANCE		99046		G.O. TRAFFIC OTHER		
18	MAINTENANCE		99044		G.O. ROADWAY OTHER		
18	MAINTENANCE		99016		G.O. TRAFFIC SIGN UPGRADING		
18	MAINTENANCE		99008		G.O. STATE PARK PROJECTS		
18	MAINTENANCE		99009		G.O. MISCELLANEOUS		
18	MAINTENANCE		99014		G.O. ROADWAY PAVED SHOULDER RE		
18	MAINTENANCE		99054		G.O. ROADWAY CONTRACT MOWING		
18	MAINTENANCE		99015		G.O. BRIDGE REPAIR		
18	MAINTENANCE		99024		G.O. ROADWAY CONCRETE REHAB		
18	MAINTENANCE		99025		G.O. BRIDGE STRENGTHEING		
18	MAINTENANCE		99026		G.O. TRAFFIC LOGO PROJECTS		
18	MAINTENANCE		99034		G.O. ROADWAY ROADSIDE LANDSCAP		
18	MAINTENANCE		99035		G.O. BRIDGE INSPECTION		
18	MAINTENANCE		99036		G.O. TRAFFIC ADOPT-A-MILE		
19	MISC. NON-FEDERAL AID		DSTR		ST DISASTER FUNDS		
19	MISC. NON-FEDERAL AID		COUN		COLLEGE & UNIVERSITY		
19	MISC. NON-FEDERAL AID	BP	BPF	FWFF	BP FUNDS FOR FEDERAL PROJECTS	FEDERAL WITHOUT FEDERAL FUNDS FAUP	N
19	MISC. NON-FEDERAL AID	HFL	HFLE	LV5E	HIGHWAY FOR LIFE LV5E	HIGHWAYS FOR LIFE SAFETEA-LU EXT	L
19	MISC. NON-FEDERAL AID	TCP	M96E	M96E	HWY USE TAX EVASION PROJ	HWY USE TAX EVASION PROJ	N
19	MISC. NON-FEDERAL AID	FAUP	WKORD	RSDV	FEDERAL WORK ORDERS	FHWA-DEMO PROJECTS FAUP	N
20	AERONAUTICS	SMFF	SMFF	0000	SURPLUS MILITARY FIELD FUND	H	N
20	AERONAUTICS	APSP	APSP	AIP0	AIRPORT PROJECT SPONSORSHIP PR	AIRPORT IMPROVEMENT PROGRAM FEDERAL	N
20	AERONAUTICS	SMFF	SMFF	AIP0	SURPLUS MILITARY FIELD FUND	AIRPORT IMPROVEMENT PROGRAM FEDERAL	N
20	AERONAUTICS	AEROF	AEROF	AIP0	FEDERAL AERONAUTICS	AIRPORT IMPROVEMENT PROGRAM FEDERAL	N
20	AERONAUTICS	AEROF	AEROC	AIPC	FEDERAL AERONAUTICS ARRA	AIRPORT IMPROVEMENT PROGRAM ARRA	N
20	AERONAUTICS	AEROS	AEROS	AIPS	STATE AERONAUTICS	AIRPORT IMPROVEMENT PROGRAM STATE	N
20	AERONAUTICS	APSP	APSP	APSP	AIRPORT PROJECT SPONSORSHIP PR	AIRPORT PROJECT SPONSORSHIP PROGRAM	N
20	AERONAUTICS	SMFF	SMFF	SMFF	SURPLUS MILITARY FIELD FUND	SURPLUS MILITATRY FIELD FUND	N
21	LEVEL OF EFFORT		LVOE	0000	LEVEL OF EFFORT	H	N
22	TRANSPORTATION ALTERNATIVES	TAPNU	TNUME		TAP NON URBAN MAP-21 EXT M3E3		
22	TRANSPORTATION ALTERNATIVES	TAP**	TA	M300	TAP ALDOT AWARDS	TAP ANY AREA MAP-21	M
22	TRANSPORTATION ALTERNATIVES	TAPAA	TAAAM	M300	TAP ANY AREA MAP-21 M300	TAP ANY AREA MAP-21	M
22	TRANSPORTATION ALTERNATIVES	TAPBH	TABHM	M301	TAP >200K MAP-21 BIRMINGHAM	TAP >200K MAP-21	M
22	TRANSPORTATION ALTERNATIVES	TAPPC	TAPC	M301	TAP>200K PHENIX CITY	TAP >200K MAP-21	M
22	TRANSPORTATION ALTERNATIVES	TAPCM	TAPCM	M301	TAP >200K MAP-21 PHENIX CITY	TAP >200K MAP-21	M
22	TRANSPORTATION ALTERNATIVES	TAPMB	TAMBM	M301	TAP >200K MAP-21 MOBILE	TAP >200K MAP-21	M
22	TRANSPORTATION ALTERNATIVES	TAPMN	TAMNM	M301	TAP >200K MAP-21 MONTGOMERY	TAP >200K MAP-21	M
22	TRANSPORTATION ALTERNATIVES	TAPBH	TABH	M301	TAP >200K BIRMINGHAM	TAP >200K MAP-21	M
22	TRANSPORTATION ALTERNATIVES	TAPHV	TAHV	M301	TAP >200K HUNTSVILLE	TAP >200K MAP-21	M
22	TRANSPORTATION ALTERNATIVES	TAPHV	TAHVM	M301	TAP >200K MAP-21 HUNTSVILLE	TAP >200K MAP-21	M
22	TRANSPORTATION ALTERNATIVES	TAPMB	TAMB	M301	TAP >200K MOBILE	TAP >200K MAP-21	M
22	TRANSPORTATION ALTERNATIVES	TAPLL	TALL	M301	TAP >200K LILLIAN	TAP >200K MAP-21	M
22	TRANSPORTATION ALTERNATIVES	TAPLL	TALLM	M301	TAP >200K MAP-21 LILLIAN	TAP >200K MAP-21	M
22	TRANSPORTATION ALTERNATIVES	TAPMN	TAMN	M301	TAP >200K MONTGOMERY	TAP >200K MAP-21	M
22	TRANSPORTATION ALTERNATIVES	TAP**	TA	M302	TAP ALDOT AWARDS	TAP <200K MAP-21	M
22	TRANSPORTATION ALTERNATIVES	TAPOA	TAOAM	M302	TAP <200K MAP-21 M302	TAP <200K MAP-21	M
22	TRANSPORTATION ALTERNATIVES	TAPNU	TANUM	M303	TAP NON URBAN MAP-21 M303	TAP NON-URBAN AREAS MAP-21	M
22	TRANSPORTATION ALTERNATIVES	TAP**	TA	M303	TAP ALDOT AWARDS	TAP NON-URBAN AREAS MAP-21	M
22	TRANSPORTATION ALTERNATIVES	TAP**	TA	M30E	TAP ALDOT AWARDS	TAP ANY AREA MAP-21 EXTENTION	M
22	TRANSPORTATION ALTERNATIVES	TAPAA	TAAME	M30E	TAP ANY AREA MAP-21 EXT M30E	TAP ANY AREA MAP-21 EXTENTION	M
22	TRANSPORTATION ALTERNATIVES	TAPBH	TABH	M3E1	TAP >200K BIRMINGHAM	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION ALTERNATIVES	TAPHV	TAHV	M3E1	TAP >200K HUNTSVILLE	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION ALTERNATIVES	TAPLL	TALL	M3E1	TAP >200K LILLIAN	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION ALTERNATIVES	TAPBH	TBHME	M3E1	TAP>200K MAP-21 EXT BIRMINGHAM	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION ALTERNATIVES	TAPMB	TAMB	M3E1	TAP >200K MOBILE	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION ALTERNATIVES	TAPPC	TPCME	M3E1	TAP>200K MAP-21 EX PHENIX CITY	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION ALTERNATIVES	TAPMN	TMNME	M3E1	TAP>200K MAP-21 EXT MONTGOMERY	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION ALTERNATIVES	TAPMB	TMBME	M3E1	TAP >200K MAP-21 EXT MOBILE	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION ALTERNATIVES	TAPLL	TLLME	M3E1	TAP >200K MAP-21 EXT LILLIAN	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION ALTERNATIVES	TAPHV	THVME	M3E1	TAP>200K MAP-21 EXT HUNTSVILLE	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION ALTERNATIVES	TAPMN	TAMN	M3E1	TAP >200K MONTGOMERY	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION ALTERNATIVES	TAPPC	TAPC	M3E1	TAP>200K PHENIX CITY	TAP >200K MAP-21 EXTENTION	M
22	TRANSPORTATION ALTERNATIVES	TAP**	TA	M3E2	TAP ALDOT AWARDS	TAP <200K MAP-21 EXTENTION	M

FUNDING CODES							
FED_CAT_ID	Cat Description	PREFIX ID	PGM_ID	FED_APPR_ID	PGM_NA	FED_APPR_DS	FED_ACT_CD
22	TRANSPORTATION ALTERNATIVES	TAPOA	TOAME	M3E2	TAP <200K MAP-21 EXT M3E2	TAP <200K MAP-21 EXTENTION	M
22	TRANSPORTATION ALTERNATIVES	TAP**	TA1	M3E3	TAP ALDOT AWARDS	TAP NON-URBAN AREAS MAP-21 EXTENTION	M
22	TRANSPORTATION ALTERNATIVES	TAP**	TA	M3E3	TAP ALDOT AWARDS	TAP NON-URBAN AREAS MAP-21 EXTENTION	M
22	TRANSPORTATION ALTERNATIVES	TAP**	TA	Z300	TAP ALDOT AWARDS	TAP ANY AREA FAST	Z
22	TRANSPORTATION ALTERNATIVES	TAPLL	TALL	Z301	TAP >200K LILLIAN	TAP >200K FAST	Z
22	TRANSPORTATION ALTERNATIVES	TAPHV	TAHV	Z301	TAP >200K HUNTSVILLE	TAP >200K FAST	Z
22	TRANSPORTATION ALTERNATIVES	TAPPC	TAPC	Z301	TAP>200K PHENIX CITY	TAP >200K FAST	Z
22	TRANSPORTATION ALTERNATIVES	TAPBH	TABH	Z301	TAP >200K BIRMINGHAM	TAP >200K FAST	Z
22	TRANSPORTATION ALTERNATIVES	TAPMB	TAMB	Z301	TAP >200K MOBILE	TAP >200K FAST	Z
22	TRANSPORTATION ALTERNATIVES	TAPMN	TAMN	Z301	TAP >200K MONTGOMERY	TAP >200K FAST	Z
22	TRANSPORTATION ALTERNATIVES	TAP**	TA	Z302	TAP ALDOT AWARDS	TAP <200K FAST	Z
22	TRANSPORTATION ALTERNATIVES	TAP**	TA1	Z303	TAP ALDOT AWARDS	TAP NON-URBAN AREAS FAST	Z
22	TRANSPORTATION ALTERNATIVES	TAP**	TA	Z303	TAP ALDOT AWARDS	TAP NON-URBAN AREAS FAST	Z
23	NATIONAL FREIGHT NETWORK	FRT	FR	Z460	NATIONAL FREIGHT SYSTEM FAST	NATIONAL FREIGHT SYSTEM FAST	Z
23	NATIONAL FREIGHT NETWORK	FRT	FR	Z470	NATIONAL FREIGHT SYSTEM FAST	NATIONAL FREIGHT SYSTEM FAST 10%	Z

ALABAMA STATE FUNDING CODES	
Code	**Description**
IAR	Industrial Access Roads
ST	State Funds
99	99 Maintenance Funds

Appendix C

Status Report for On-going Projects

Florida Projects

Project ID	Project	From	To	Improvement	Phase	2015-2020	2021-2025	2026-2030	2031-2040	Totals	Beyond 2040
2186053	Nine Mile Road (ESC)	Pine Forest Road (SR 297)	US 29 (SR 95)	Widen to 4 Lanes	CST	$ 13,679,054				$ 13,679,054	-
					PE	$ 331,192				$ 331,192	-
					ROW	$ 2,520,000				$ 2,520,000	-
					ENV	$ 113,135				$ 113,135	-
2186056	Nine Mile Road (ESC)	Beulah Road (CR 99)	I-10 (SR 8)	Widen to 4 Lane	DSB	$ 20,114,256				$ 20,114,256	-
					ENV	$ 135,135				$ 135,135	-
2186057	Nine Mile Road (ESC)	I-10 (SR 8)	Pine Forest Road (SR 297)	Widen to 4 Lane	DSB	$ 4,715,606				$ 4,715,606	-
				Provide multimodal	PE	$ 2,454,758				$ 2,454,758	-
4210111	Perdido Key (SR 292)	Alabama State Line	Innerarity Point Road	Improvement	ENV	$ 85,584				$ 85,584	-
					PE	$ 1,095,848				$ 1,095,848	-
					ROW		$ 1,708,150			$ 1,708,150	-
2186055	Nine Mile Road (ESC)	Mobile Highway	Beulah Road	Widen to 4 Lanes	CST/CEI			$ 16,961,910		$ 16,961,910	-
					ROW	$ 1,000,000				$ 1,000,000	-
					ROW	$ 3,248,000	$ -			$ 3,248,000	
					ENV	$ 222,864				$ 222,864	-
2184291	Burgess Road (ESC)	US29	Hilburn Road	Widen to 4 Lanes	CST/CEI		$ 22,860,000			$ 22,860,000	-
					ROW	$ 3,828,980				$ 3,828,980	-
2204401	US98 (SR30) (SRC)	Bayshore Drive	Portside Drive	Widen to 6 lanes	CST/CEI		$ 28,469,754			$ 28,469,754	-
					PE		$ 1,900,000			$ 1,900,000	-
					ROW		$ 400,000			$ 400,000	-
N/A	US 29 Connector (ESC)	Nine Mile Road (US90A)	Just North of I-10	Widen to 4 Lanes	CST/CEI		$ 10,200,000			$ 10,200,000	-
					PE		$ 4,980,432			$ 4,980,432	-
					ROW			$ 19,608,000		$ 19,608,000	-
2204364	US 90 (SRC)	Glover Lane / Old Highway 90	SR87 South	Widen to 4 lanes	CST/CEI					-	$30,065,800 (2041-2045)
					ROW		$ 15,000,000			$ 15,000,000	-
4210121	Blue Angel Parkway (ESC)	Sorrento Road	US98	Widen to 4 Lanes	CST/CEI			$ 23,650,000		$ 23,650,000	-
					PE	$ 793,940	$ 2,189,480			$ 2,983,420	-
					ROW			$ 7,844,793	$ 11,460,000	$ 19,304,793	-
2184932	Gulf Beach Highway (ESC)	Fairfield Drive	Navy Boulevard	Widen to 4 Lanes	CST/CEI				$ 32,888,521	$ 32,888,521	-
					PE	$ 1,657,349	$ 3,810,000			$ 5,467,349	-
					ROW			$ 1,190,409	$ 10,893,030	$ 12,083,439	-
2184933	Gulf Beach Highway (ESC)	Blue Angel Parkway	Fairfield Drive	Widen to 4 Lanes	CST/CEI						$9,914,040 (2046-2050)
					PE		$ 635,000			$ 635,000	-
N/A	Main Street (ESC)	Tarragona Street	Chase Street	2 Lane Improvement	CST/CEI		$ 2,910,156			$ 2,910,156	-
					PE		$ 317,500			$ 317,500	-
N/A	Main Street (ESC)	Barrancas Avenue	Clubbs Street	2 Lane Improvement	CST/CEI		$ 2,413,366		,	$ 2,413,366	-
N/A	Express Bus - Northeast (ESC/SRC)	Milton	Navy Federal Credit Union	New Bus Route/ Service	Capital			$ 5,100,000	$ 12,988,000	$ 18,088,000	-
N/A	Express Bus - Northwest (ESC/SRC)	Pensacola	Navy Federal Credit Union	New Bus Route/ Service	Capital			$ 3,000,000	$ 8,174,800	$ 11,174,800	-
				Major Intersection	ROW			$ 6,000,000		$ 6,000,000	-
2186202	Langley Avenue/Tippen (ESC)			Improvement	CST/CEI			$ 20,000,000		$ 20,000,000	-
					ROW				$ 5,000,000	$ 5,000,000	-
4210141	Pinestead Drive (ESC)	Wymart Road	US29	Widen to 4 Lanes	CST/CEI				$ 15,000,000	$ 15,000,000	-
					ROW			$ 3,000,000		$ 3,000,000	-
4210143	Longleaf Drive (ESC)	Pine Forest Drive	Wymart Road	Widen to 4 Lanes	CST/CEI				$ 8,200,000	$ 8,200,000	-
					PE			$ 675,000		$ 675,000	-
					ROW					-	$3,882,545 (2046-2050)
2204362	US90 (ESC)	Scenic Highway	Santa Rosa County Line	Widen to 6 lanes	CST/CEI					-	$8,929,853 (2046-2050)
					PE	$ 2,549,999		$ 10,500,000		$ 13,049,999	-
					ROW					-	$13,479,310 (2041-2045)
2204363	US90 (SRC)	Escambia County Line	Glover Lane / Old Highway 90	Widen to 6 lanes	CST/CEI					-	$31,002,413 (2046-2050)
					PE	$ 2,828,000	$ 3,556,000			$ 6,384,000	-
					ROW					-	$28,410,238 (2051-2055)
2204262	US98 (SR30) (SRC)	Portside Drive	SR87	Widen to 6 lanes	CST/CEI					-	$65,343,547 (2056-2060)
					PE		$ 3,810,000			$ 3,810,000	-
					ROW					-	$2,695,862 (2046-2050)
2204262	US98 (SR30) (SRC)	SR87	Okaloosa County Line	Widen to 6 lanes	CST/CEI					-	$6,200,483 (2051-2055)
				Major Intersection	PE	$ 1,254,675				$ 1,254,675	-
4378441	17th Avenue (ESC)	at Bayfront Parkway		Improvement	DSB	$ 24,371,000				$ 24,371,000	-

Florida Projects

Project ID	Project	From	To	Improvement	Phase	2015-2020	2021-2025	2026-2030	2031-2040	Totals	Beyond 2040
					PE			$ 1,950,000		$ 1,950,000	-
					ROW				$ 4,584,000	$ 4,584,000	-
N/A	Pine Forest Road (ESC)	I-10	Nine Mile Road	Widen to 4 Lanes	CST/CEI				$ 6,685,000	$ 6,685,000	-
					PE			$ 10,345,086		$ 10,345,086	-
					ROW					$ -	$17,241,808 (2056-2060)
N/A	Mobile Highway (ESC)	Nine Mile Road (US90A)	Godwin Lane	Widen to 4 Lanes	CST/CEI					$ -	$39,656,000 (2056-2060)
					PE			$ 1,650,000		$ 1,650,000	-
					ROW					$ -	$20,000,000 (2051-2055)
4210112	Sorrento Road (ESC)	Innerarity Point Road	Blue Angel Parkway	Widen to 4 Lanes	CST/CEI					$ -	$43,700,000 (2051-2055)
				Major Intersection	PE			$ 1,500,000		$ 1,500,000	-
					ROW					$ -	$3,750,000 (2051-2055)
N/A	US98 (SR30) (SRC)	At SR 399		Improvement	CST/CEI					$ -	$5,750,000 (2051-2055)
					PE				$ 6,797,690	$ 6,797,690	-
					ROW					$ -	$8,897,500 (2051-2055)
N/A	US98 (SR30) (ESC)	Florida-Alabama State Line	Blue Angel Parkway	Widen to 4 Lanes	CST/CEI					$ -	$20,400,000 (2051-2055)
					PE				$ 5,376,354	$ 5,376,354	-
					ROW					$ -	$9,400,000 (2056-2060)
N/A	Fairfield Drive (ESC)	Mobile Highway	Lillian Highway	Widen to 4 Lanes	CST/CEI					$ -	$10,790,250 (2056-2060)
					PE				$ 4,572,991	$ 4,572,991	-
					ROW					$ -	$5,985,590 (2061-2065)
N/A	Woodbine Road (SRC)	US90	Berryhill Road	Widen to 4 Lanes	CST/CEI					$ -	$13,766,857 (2061-2065)
					PE				$ 2,471,924	$ 2,471,924	-
					ROW					$ -	$3,354,454 (2061-2065)
N/A	Berryhill Road (SRC)	Woodbine Road	West Spencer Field Road	Widen to 3 Lanes	CST/CEI					$ -	$7,441,500 (2061-2065)
					PE	$ 500,000			$ 4,499,102	$ 4,999,102	-
					ROW					$ -	$1,177,753 (2056-2060)
4369021	Navarre Community Access Road (SRC)	Edgewood Drive	Whispering Pines Road	Construct new 2 lane facility	CST/CEI					$ -	$27,088,831 (2061-2065)
					PE				$ 303,690	$ 303,690	-
					ROW					$ -	$400,000 (2061-2065)
N/A	East Bay Boulevard (SRC)	SR87	Edgewood Drive	Enhanced 2 lane facility	CST/CEI					$ -	$915,000 (2061-2065)
					RRU	$ 762,650				$ 762,650	-
2204427	SR 87 (SRC)	2 Miles South of the Yellow River	CR 184	Widen to 4 Lanes	CST	$ 31,694,323				$ 31,694,323	-
					ROW	$ 2,620,416				$ 2,620,416	-
					RRU	$ 100,000				$ 100,000	-
2186031	US 29 (SR95) (ESC)	I-10 (SR 8)	North of Nine Mile Road (US90A)	Widen to 6 Lanes	CST	$ 36,719,640				$ 36,719,640	-
				Major Intersection							
2224762	I-10 (ESC)	At US29 (SR95)		Improvement (Phase 1)	CST	$ 7,723,800				$ 7,723,800	-
				Major Intersection	ROW		$ 1,922,780			$ 1,922,780	-
2224761	I-10 (ESC)	At US29 (SR95)		Improvement (Phase 2)	CST			$ 116,640,000		$ 116,640,000	-
					PE	$ 496,556	$ 3,175,000			$ 3,671,556	-
				Construction of new	ROW			$ 14,250,000		$ 14,250,000	-
4331131	Beulah Road Interchange (ESC)	At I-10		interchange	CST			$ 232,424,456		$ 232,424,456	-
					PE	$ 1,525,000	$ 5,461,000			$ 6,986,000	-
					ROW					$ -	$5,500,000 (2041-2045)
4379051	I-10 (ESC)	Alabama State Line	US29 (SR95)	Widen to 6 lanes	CST					$ -	$64,200,000 (2041-2045)
					ROW					$ -	$9,221,044 (2041-2045)
4167482	SR87 North (SRC)	CR87A (Langley Street)	TPO Boundary	Widen to 4 lanes	CST					$ -	$18,442,088 (2041-2045)
					PE	$ 2,783,075	$ 7,874,240			$ 10,657,315	-
					ROW					$ -	$5,626,000 (2046-2050)
4167483	SR87 Connector (SRC)	US90	SR87 North	Construct new facility	CST					$ -	$120,410,000 (2046-2050)
					PE		$ 2,540,000			$ 2,540,000	-
					ROW					$ -	$7,922,248 (2056-2060)
N/A	I-10 (ESC)	US29	Davis Highway	Widen to 8 lanes	CST					$ -	$9,110,585 (2056-2060)
					PE			$ 4,650,000		$ 4,650,000	-
					ROW					$ -	$6,125,379 (2046-2050)
N/A	Blue Angel Parkway (ESC)	US98	Saufley Field Road	Widen to 4 lanes	CST					$ -	23,480,621 (2046-2050)
					PE			$ 3,000,000		$ 3,000,000	-
				Construction of new 4 lane	ROW					$ -	$19,156,621 (2041-2045)
N/A	US29 Connector (ESC)	Beulah Road Interchange	US29 (SR95)	facility	CST					$ -	$44,060,229 (2041-2045)
					DSB	$ 496,915,198				$ 496,915,198	-
4093341	SR 30 (US 98)	Phillip D. Beal Sr. Bridge Replacment over Pensacola Bay		Widen to 6 lanes	INC	$ 15,000,000				$ 15,000,000	-

Florida Projects

Project ID	Project	From	To	Improvement	Phase	2015-2020	2021-2025	2026-2030	2031-2040	Totals	Beyond 2040
					PE				$ 15,280,000	$ 15,280,000	
					ROW					$ -	$30,000,000 (2056-2060)
N/A	Nine Mile Road (ESC)	Vicinity of Beulah Road	East of I-10	Corridor Improvements	CST					$ -	$28,300,000 (2056-2060)
					PE	$ 3,800,000		32,869,500		$ 36,669,500	-
					ROW					$ -	-
N/A	1-10 (SRC)	Avalon Boulevard	Okaloosa County Line	Widen to 6 lanes	CST					$ -	$233,241,000 (2061-2065)

$0,000.00 = State and Federal Funds

$0,000.00 = PE Funds

$0,000.00 = Local Funds

Please note this status report will only be updated after the next Long Range Transportation Plan is adopted in November 2020.

Alabama Projects outside the TIP

Project ID	Project	From	To	Improvement	Phase	2015-2020	2021-2025	2026-2030	2031-2040	Totals
100040588	SR180 (Canal Road) (BAL)	Foley Beach Express	SR161	Widen to 5 lanes	ROW		$ 2,700,000			$ 2,700,000
100040589					UT		$ 7,515,430			$ 7,515,430
					CN		$ 6,543,111			$ 6,543,111
100063635	US98 (SR42) (BAL)	Hillcrest Road	Barclay Avenue	Add paved shoulders	PE		$ 20,000			$ 20,000
100063641					CN			$ 167,648		$ 167,648
N/A	US98 (SR42) (BAL)	Barclay Avenue	Alabama State Line	Add sidewalk	PE		$ 20,000			$ 20,000
N/A					CN				$ 472,563	$ 472,563
	CR99 (BAL)	Carrier Drive	Spanish Cove Drive	Add paved shoulders	PE					$ -
100063404					CN		$ 407,970			$ 407,970
N/A	CR99 (BAL)	Carrier Drive	Spanish Cove Drive	Add sidewalk	PE			$ 20,000		$ 20,000
N/A					CN				$ 735,690	$ 735,690
10063634	CR99 (BAL)	CR91	Carrier Drive	Add paved shoulders	PE		$ 20,000			$ 20,000
100063640					CN			$ 463,273		$ 463,273
100040568	SR180 (Canal Road) (BAL)	SR 59	Foley Beach Express	Widen to 5 lanes	CN		$ 12,954,947			$ 12,954,947
Local	Wolf Bay Bridge and Connector Roads (BAL)	SR 180 (Canal Road)	CR 20	Construct 2 lanes	CN		$ 64,800,000			$ 64,800,000

$0,000.00 = State and Federal Funds
$0,000.00 = PE Funds
$0,000.00 = Local Funds

Please note this status report will only be updated after the next Long Range Transportation Plan is adopted in November 2020.

Appendix D

Federally Obligated Projects for Fiscal Year 2019

Florida DOT federally authorized projects in FY 2019.

ITEM NUMBER:218603 1 PROJECT DESCRIPTION:SR 95 (US 29) FROM SR 8 (I-10) TO N OF SR 10 (US 90A) 9 MILE ROAD *SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:ADD LANES & RECONSTRUCT
ROADWAY ID:48040000 PROJECT LENGTH: 2.632MI LANES EXIST/IMPROVED/ADDED: 3/ 3/ 1

FUND CODE	2019
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHPP	43,113
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHPP	1,720,980
TOTAL 218603 1	**1,764,093**
TOTAL 218603 1	**1,764,093**

ITEM NUMBER:218605 5 PROJECT DESCRIPTION:SR 10 (US 90A) 9 MILE ROAD FROM SR 10A (US 90) TO CR 99 BEULAH ROAD *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:ADD LANES & RECONSTRUCT
ROADWAY ID:48010000 PROJECT LENGTH: 1.785MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 2

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	-286,075
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	211,246
TOTAL 218605 5	**-74,829**
TOTAL 218605 5	**-74,829**

ITEM NUMBER:222476 1 PROJECT DESCRIPTION:SR 8 (I-10) @ SR 95 (US 29) INTERCHANGE *SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:INTERCHANGE - ADD LANES
ROADWAY ID:48260000 PROJECT LENGTH: 5.816MI LANES EXIST/IMPROVED/ADDED: 3/ 3/ 1

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHPP	1,133,438
TOTAL 222476 1	**1,133,438**
TOTAL 222476 1	**1,133,438**

ITEM NUMBER:222476 2 PROJECT DESCRIPTION:SR 8 (I-10) @ SR 95 (US 29) PH I IMPROVEMENTS *SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:INTERCHANGE - ADD LANES
ROADWAY ID:48260000 PROJECT LENGTH: 2.936MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 1

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
IM	7,744
NHPP	1,218,039
TOTAL 222476 2	**1,225,783**
TOTAL 222476 2	**1,225,783**

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ITEM NUMBER:409334 1 PROJECT DESCRIPTION:SR 30 (US 98) PENSACOLA BAY BRIDGE NO. 480035 *SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48100000 PROJECT LENGTH: 4.172MI LANES EXIST/IMPROVED/ADDED: 4/ 2/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHBR	2,429,618
TOTAL 409334 1	**2,429,618**
TOTAL 409334 1	**2,429,618**

ITEM NUMBER:409792 7 PROJECT DESCRIPTION:SR 292 GULF BEACH HIGHWAY FROM MERRITT STREET TO SOUTH 3RD STREET *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:ADD THRU LANE(S)
ROADWAY ID:48050000 PROJECT LENGTH: .429MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 1

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	-10,284
TOTAL 409792 7	**-10,284**
TOTAL 409792 7	**-10,284**

ITEM NUMBER:413479 1 PROJECT DESCRIPTION:CR 97A OVER BOGGY CREEK BRIDGE NO. 480105 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48503000 PROJECT LENGTH: .256MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	93,895
TOTAL 413479 1	**93,895**
TOTAL 413479 1	**93,895**

ITEM NUMBER:416940 1 PROJECT DESCRIPTION:SR 10 (US 90A) 9 MI FROM W OF PINE CONE DRIVE TO ESCAMBIA RIVER BRIDGE *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RESURFACING
ROADWAY ID:48010000 PROJECT LENGTH: 8.466MI LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
EB	-3
TOTAL 416940 1	**-3**
TOTAL 416940 1	**-3**

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ITEM NUMBER:425519 2 PROJECT DESCRIPTION:SR 97 OVER SANDY HOLLOW CREEK BRIDGE NO. 480018 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48130000 PROJECT LENGTH: .008MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHBR	2,194,387
TOTAL 425519 2	**2,194,387**
TOTAL 425519 2	**2,194,387**

ITEM NUMBER:425745 5 PROJECT DESCRIPTION:CR 295A FROM SR 30 (US 98) W NAVY TO CR 298A W JACKSON ST *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:SIDEWALK
ROADWAY ID:48560000 PROJECT LENGTH: .850MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	5,116
TOTAL 425745 5	**5,116**
TOTAL 425745 5	**5,116**

ITEM NUMBER:428846 1 PROJECT DESCRIPTION:SR 296 BAYOU BLVD FROM BAISDEN ROAD TO SR 10A (US 90) *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RESURFACING
ROADWAY ID:48012000 PROJECT LENGTH: 2.212MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SA	-10,058
TOTAL 428846 1	**-10,058**
TOTAL 428846 1	**-10,058**

ITEM NUMBER:430003 1 PROJECT DESCRIPTION:CR 292A SUNSET AVE BAYOU GRANDE BRIDGE BRIDGE NO. 480096 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48650000 PROJECT LENGTH: .248MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	-45,241
TOTAL 430003 1	**-45,241**
TOTAL 430003 1	**-45,241**

ITEM NUMBER:430465 1 PROJECT DESCRIPTION:CR 196 OVER JACKS BRANCH BRIDGE NO. 480088 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48643000 PROJECT LENGTH: .021MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	-19,089
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	1,989,601

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SL	-452
TOTAL 430465 1	**1,970,060**
TOTAL 430465 1	**1,970,060**

ITEM NUMBER:430466 1 PROJECT DESCRIPTION:CR 99 OVER PINE BARREN CREEK BRIDGE NO. 480098 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48520000 PROJECT LENGTH: .200MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	26,288
TOTAL 430466 1	**26,288**
TOTAL 430466 1	**26,288**

ITEM NUMBER:430467 1 PROJECT DESCRIPTION:DORTCH ROAD OVER BEAVER DAM CREEK BRIDGE NO. 484017 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48000136 PROJECT LENGTH: .105MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	51
TOTAL 430467 1	**51**
TOTAL 430467 1	**51**

ITEM NUMBER:430468 1 PROJECT DESCRIPTION:O C PHILLIPS ROAD OVER BRUSHY CREEK BRIDGE NO. 484029 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48000079 PROJECT LENGTH: .015MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	67,143
TOTAL 430468 1	**67,143**
TOTAL 430468 1	**67,143**

ITEM NUMBER:430469 1 PROJECT DESCRIPTION:CR 99A OVER BOGGY CREEK BRIDGE NO. 484030 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48000003 PROJECT LENGTH: .228MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	-65,294
TOTAL 430469 1	**-65,294**
TOTAL 430469 1	**-65,294**

ITEM NUMBER:430472 1 PROJECT DESCRIPTION:PATRICIA DRIVE OVER BAYOU MARCUS CREEK BRIDGE NO. 484069 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48000021 PROJECT LENGTH: .208MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	52,157
TOTAL 430472 1	**52,157**
TOTAL 430472 1	**52,157**

ITEM NUMBER:430785 1 PROJECT DESCRIPTION:SR 10A (US 90) MOBILE HWY FROM EDISON DRIVE TO LYNCH STREET *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RESURFACING
ROADWAY ID:48020000 PROJECT LENGTH: 1.717MI LANES EXIST/IMPROVED/ADDED: 6/ 6/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
HSP	-53,001
SA	-77,823
TOTAL 430785 1	**-130,824**
TOTAL 430785 1	**-130,824**

ITEM NUMBER:431785 1 PROJECT DESCRIPTION:SR 742 CREIGHTON RD @ SR 289 9TH AVENUE INTERSECTION *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:ADD TURN LANE(S)
ROADWAY ID:48013000 PROJECT LENGTH: .189MI LANES EXIST/IMPROVED/ADDED: 4/ 0/ 1

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	-14,732
TOTAL 431785 1	**-14,732**
TOTAL 431785 1	**-14,732**

ITEM NUMBER:431785 2 PROJECT DESCRIPTION:SR 289 9TH AVENUE @ CR 742 CREIGHTON RD INTERSECTION *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:ADD TURN LANE(S)
ROADWAY ID:48003000 PROJECT LENGTH: .145MI LANES EXIST/IMPROVED/ADDED: 4/ 4/ 1

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	16,727
TOTAL 431785 2	**16,727**
TOTAL 431785 2	**16,727**

ITEM NUMBER:432286 1 PROJECT DESCRIPTION:HANKS ROAD OVER BREASTWORKS CREEK BRIDGE NO. 484020 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48000122 PROJECT LENGTH: .225MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	6,275

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PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT

FUND CODE	2019
BRTZ	846,980
TOTAL 432286 1	**853,255**
TOTAL 432286 1	**853,255**

ITEM NUMBER:432288 1 PROJECT DESCRIPTION:CRARY ROAD OVER PRITCHETT MILL CREEK BRIDGE NO. 484048 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48000084 PROJECT LENGTH: .161MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT

FUND CODE	2019
BRTZ	13,974

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT

BRTZ	999,243
TOTAL 432288 1	**1,013,217**
TOTAL 432288 1	**1,013,217**

ITEM NUMBER:432539 1 PROJECT DESCRIPTION:SR 10A (US 90) FROM V STREET TO SR 292 PACE BLVD *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RESURFACING
ROADWAY ID:48020000 PROJECT LENGTH: .453MI LANES EXIST/IMPROVED/ADDED: 4/ 4/ 0

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT

FUND CODE	2019
SA	-27,358
TOTAL 432539 1	**-27,358**
TOTAL 432539 1	**-27,358**

ITEM NUMBER:432562 1 PROJECT DESCRIPTION:SR 750 AIRPORT BLVD FROM SR 291 DAVIS HWY TO SR 289 9TH AVE *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RESURFACING
ROADWAY ID:48116000 PROJECT LENGTH: 1.059MI LANES EXIST/IMPROVED/ADDED: 4/ 4/ 0

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT

FUND CODE	2019
CM	40,676
NHPP	238,666
TOTAL 432562 1	**279,342**
TOTAL 432562 1	**279,342**

ITEM NUMBER:433113 1 PROJECT DESCRIPTION:SR 8 (I-10) @ CR 99 BEULAH ROAD *SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:INTERCHANGE JUSTIFICA/MODIFICA
ROADWAY ID:48260000 PROJECT LENGTH: 3.087MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT

FUND CODE	2019
GFSU	371,577
NHPP	373,828
SU	367,542
TOTAL 433113 1	**1,112,947**
TOTAL 433113 1	**1,112,947**

ITEM NUMBER:433113 2 PROJECT DESCRIPTION:CR 99 BEULAH ROAD FROM SR 10 (US 90A) 9 MI RD TO FRANK REEDER ROAD *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:PD&E/EMO STUDY
ROADWAY ID:48509000 PROJECT LENGTH: 1.204MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
GFSU	227,681
TOTAL 433113 2	**227,681**
TOTAL 433113 2	**227,681**

ITEM NUMBER:433113 3 PROJECT DESCRIPTION:CR 99 BEULAH ROAD FROM FRANK REEDER ROAD TO ISAAC LANE *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:PD&E/EMO STUDY
ROADWAY ID:48509000 PROJECT LENGTH: .420MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 2

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
GFSU	100,623
TOTAL 433113 3	**100,623**
TOTAL 433113 3	**100,623**

ITEM NUMBER:433577 1 PROJECT DESCRIPTION:SR 296 MICHIGAN AVE FROM SR 10A (US 90) MOBILE HWY TO DENVER AVENUE *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:SIDEWALK
ROADWAY ID:48012000 PROJECT LENGTH: .162MI LANES EXIST/IMPROVED/ADDED: 4/ 0/ 0

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
TALU	97,652
TOTAL 433577 1	**97,652**
TOTAL 433577 1	**97,652**

ITEM NUMBER:433904 1 PROJECT DESCRIPTION:CR 182 OVER PENASULA CREEK BRIDGE NO. 480115 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48640000 PROJECT LENGTH: .113MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	694
TOTAL 433904 1	**694**
TOTAL 433904 1	**694**

ITEM NUMBER:433905 1 PROJECT DESCRIPTION:BRATT ROAD OVER CANOE CREEK BRIDGE NO. 484050 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48512000 PROJECT LENGTH: .023MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
BRTZ	8,475

PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT

BRTZ	1,558,742
TOTAL 433905 1	**1,567,217**
TOTAL 433905 1	**1,567,217**

ITEM NUMBER:434611 1 PROJECT DESCRIPTION:SR 95 (US 29) FROM N OF SR 10 (US 90) TO S OF CR 184 MUSCOGEE ROAD *SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RESURFACING
ROADWAY ID:48040000 PROJECT LENGTH: 5.313MI LANES EXIST/IMPROVED/ADDED: 4/ 4/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHRE	276,981
SA	462,745
TOTAL 434611 1	**739,726**
TOTAL 434611 1	**739,726**

ITEM NUMBER:436252 2 PROJECT DESCRIPTION:EAST JOHNSON AVE FROM M.P. .703 TO 1.178 SPRING FLOOD APRIL 2014 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:EMERGENCY OPERATIONS
ROADWAY ID:48000011 PROJECT LENGTH: .475MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
ER14	-8,594
TOTAL 436252 2	**-8,594**
TOTAL 436252 2	**-8,594**

ITEM NUMBER:436272 1 PROJECT DESCRIPTION:SR30/298 (US 98) LILLIAN HWY FROM PERDIDO BAY BR TO CR 297 DOG TRK RD *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RESURFACING
ROADWAY ID:48110000 PROJECT LENGTH: 3.412MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
CM	10,743
NHRE	140,940
SA	155,779
TOTAL 436272 1	**307,462**
TOTAL 436272 1	**307,462**

ITEM NUMBER:436614 1 PROJECT DESCRIPTION:SR 298 LILIAN HWY FROM SR 727 N FAIRFIELD TO SR 295 NEW WARRINGTON *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:LIGHTING
ROADWAY ID:48110000 PROJECT LENGTH: 2.819MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
HSP	-6,698
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE	
HSP	-25,378
TOTAL 436614 1	**-32,076**
TOTAL 436614 1	**-32,076**

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ITEM NUMBER:436719 1 PROJECT DESCRIPTION:SR 295 NEW WARRINGTON RD @ CR 298A JACKSON ST INTERSECTION *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:ADD TURN LANE(S)
ROADWAY ID:48080000 PROJECT LENGTH: .228MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 1

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	-30,292
TOTAL 436719 1	**-30,292**
TOTAL 436719 1	**-30,292**

ITEM NUMBER:436720 1 PROJECT DESCRIPTION:SR 292 GULF BEACH HWY @ SR 727 FAIRFIELD DR INTERSECTION *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:ADD TURN LANE(S)
ROADWAY ID:48050000 PROJECT LENGTH: .082MI LANES EXIST/IMPROVED/ADDED: 1/ 0/ 1

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
CM	-4,948
SU	-19,814
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	318,780
TOTAL 436720 1	**294,018**
TOTAL 436720 1	**294,018**

ITEM NUMBER:437085 1 PROJECT DESCRIPTION:BAUER ROAD FROM CR 292A GULF BEACH HWY TO SR 292 SORRENTO ROAD *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:PAVE SHOULDERS
ROADWAY ID:48000128 PROJECT LENGTH: 1.306MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
TALT	5,000
TALU	81
TOTAL 437085 1	**5,081**
TOTAL 437085 1	**5,081**

ITEM NUMBER:437178 1 PROJECT DESCRIPTION:SR 289 9TH AVENUE OVER CARPENTERS CREEK BRIDGE 480092 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:48003000 PROJECT LENGTH: .009MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHBR	16,681
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHBR	990,600
TOTAL 437178 1	**1,007,281**
TOTAL 437178 1	**1,007,281**

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ITEM NUMBER:437746 1 PROJECT DESCRIPTION:SR 95 (US 29) FROM S OF CR 184 MUSCOGEE RD TO SR 97 ATMORE HWY *SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RESURFACING
ROADWAY ID:48040000 PROJECT LENGTH: 9.007MI LANES EXIST/IMPROVED/ADDED: 4/ 4/ 0

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SA	7,451
TOTAL 437746 1	**7,451**
TOTAL 437746 1	**7,451**

ITEM NUMBER:439561 2 PROJECT DESCRIPTION:SR 289 N 9TH AVE FROM SACRED HEART ENTRANCE TO SR 742 CREIGHTON RD *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:LIGHTING
ROADWAY ID:48003000 PROJECT LENGTH: 1.842MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
HSP	5,000
TOTAL 439561 2	**5,000**
TOTAL 439561 2	**5,000**

ITEM NUMBER:439573 2 PROJECT DESCRIPTION:SR 292 BARRANCAS AVE FROM S 2ND ST TO W HERMAN AVE *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:LIGHTING
ROADWAY ID:48050000 PROJECT LENGTH: 6.615MI LANES EXIST/IMPROVED/ADDED: 4/ 2/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
RED	5,000
TOTAL 439573 2	**5,000**
TOTAL 439573 2	**5,000**

ITEM NUMBER:439584 2 PROJECT DESCRIPTION:SR 295 S NAVY BLVD FROM SUNSET AVE TO SR 294 CHIEFS WAY *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:LIGHTING
ROADWAY ID:48080000 PROJECT LENGTH: 1.721MI LANES EXIST/IMPROVED/ADDED: 3/ 3/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
HSP	5,000
TOTAL 439584 2	**5,000**
TOTAL 439584 2	**5,000**

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ITEM NUMBER:439585 2 PROJECT DESCRIPTION:SR 298 LILLIAN HWY FROM N 69TH AVE TO N 57TH AVE *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:LIGHTING
ROADWAY ID:48110000 PROJECT LENGTH: .831MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: RESPONSIBLE AGENCY NOT AVAILABLE	
RED	-47,094
TOTAL 439585 2	**-47,094**
TOTAL 439585 2	**-47,094**

ITEM NUMBER:441593 1 PROJECT DESCRIPTION:SR 8 (I-10) ESCAMBIA COUNTY WELCOME CENTER *SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:RESURFACING
ROADWAY ID:48260058 PROJECT LENGTH: .357MI LANES EXIST/IMPROVED/ADDED: 1/ 1/ 0

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHPP	420,975
TOTAL 441593 1	**420,975**
TOTAL 441593 1	**420,975**

ITEM NUMBER:443769 1 PROJECT DESCRIPTION:SR 10A (US 90) W CERVANTES ST FROM DOMINGUEZ ST TO A STREET *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:PEDESTRIAN SAFETY IMPROVEMENT
ROADWAY ID:48020000 PROJECT LENGTH: 2.248MI LANES EXIST/IMPROVED/ADDED: 4/ 4/ 0

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	815,912
TOTAL 443769 1	**815,912**
TOTAL 443769 1	**815,912**

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ITEM NUMBER:220440 1 PROJECT DESCRIPTION:SR 30 (US 98) FROM BAYSHORE ROAD TO PORTSIDE DRIVE *SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:ADD LANES & RECONSTRUCT
ROADWAY ID:58030000 PROJECT LENGTH: 5.140MI LANES EXIST/IMPROVED/ADDED: 4/ 4/ 2

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SA	-8,772
TOTAL 220440 1	**-8,772**
TOTAL 220440 1	**-8,772**

ITEM NUMBER:416748 8 PROJECT DESCRIPTION:SR 87A NEW CONNECTOR FROM SR 10 (US 90) TO CR 191 MUNSON HWY *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:NEW ROAD CONSTRUCTION
ROADWAY ID:58045000 PROJECT LENGTH: 3.339MI LANES EXIST/IMPROVED/ADDED: 0/ 0/ 4

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	199,626
TOTAL 416748 8	**199,626**
TOTAL 416748 8	**199,626**

ITEM NUMBER:431883 2 PROJECT DESCRIPTION:SR 10 (US 90) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:MISCELLANEOUS CONSTRUCTION
ROADWAY ID:58010000 PROJECT LENGTH: 7.823MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2019
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SA	-35,665
SU	-11,800
TOTAL 431883 2	**-47,465**
TOTAL 431883 2	**-47,465**

ITEM NUMBER:431883 3 PROJECT DESCRIPTION:SR 30 (US 98) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS *SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:MISCELLANEOUS CONSTRUCTION
ROADWAY ID:58030000 PROJECT LENGTH: 2.837MI LANES EXIST/IMPROVED/ADDED: 4/ 0/ 0

FUND CODE	2019
PHASE: RIGHT OF WAY / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	13,786
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	-210,148
TOTAL 431883 3	**-196,362**
TOTAL 431883 3	**-196,362**

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ITEM NUMBER:431883 4 PROJECT DESCRIPTION:SR 10 (US 90) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:MISCELLANEOUS CONSTRUCTION
ROADWAY ID:58010000 PROJECT LENGTH: 6.503MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	2,940
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	518,709
TOTAL 431883 4	**521,649**
TOTAL 431883 4	**521,649**

ITEM NUMBER:431883 5 PROJECT DESCRIPTION:SR 30 (US 98) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS *SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:MISCELLANEOUS CONSTRUCTION
ROADWAY ID:58030000 PROJECT LENGTH: 15.302MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	3,396
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	1,309,564
TOTAL 431883 5	**1,312,960**
TOTAL 431883 5	**1,312,960**

ITEM NUMBER:431883 6 PROJECT DESCRIPTION:SR 30 (US 98) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS *SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:MISCELLANEOUS CONSTRUCTION
ROADWAY ID:58030000 PROJECT LENGTH: 12.253MI LANES EXIST/IMPROVED/ADDED: 2/ 0/ 0

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	303,719
TOTAL 431883 6	**303,719**
TOTAL 431883 6	**303,719**

ITEM NUMBER:435816 1 PROJECT DESCRIPTION:SR 10 (US 90) OVER SIMPSON RIVER BRIDGE NO. 580056 & 580108 *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:BRIDGE REPLACEMENT
ROADWAY ID:58010000 PROJECT LENGTH: .553MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 1

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHBR	160,620
TOTAL 435816 1	**160,620**
TOTAL 435816 1	**160,620**

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ITEM NUMBER:436985 1 PROJECT DESCRIPTION:KING MIDDLE SCHOOL SIDEWALK CONNECTION *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:SIDEWALK
ROADWAY ID:58900001 PROJECT LENGTH: 1.150MI LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
TALT	-3,475
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
TALT	53
TOTAL 436985 1	**-3,422**
TOTAL 436985 1	**-3,422**

ITEM NUMBER:437087 1 PROJECT DESCRIPTION:HAMILTON BRIDGE ROAD FROM E SPENCER FIELD ROAD TO JIM DANDY LANE *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:SIDEWALK
ROADWAY ID:58000022 PROJECT LENGTH: 1.035MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
TALU	4,261
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY SANTA ROSA COUNTY BOCC	
TALU	7,203
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
TALU	1,000
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY SANTA ROSA COUNTY BOCC	
TALT	9,052
TALU	83,340
TOTAL 437087 1	**104,856**
TOTAL 437087 1	**104,856**

ITEM NUMBER:437091 1 PROJECT DESCRIPTION:CR 197A JAY/SPRING STREET FROM SCHOOL STREET TO MILDRED STREET *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:SIDEWALK
ROADWAY ID:58580000 PROJECT LENGTH: .522MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 0

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
TALU	2,087
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY FDOT	
TALT	2,000
PHASE: CONSTRUCTION / RESPONSIBLE AGENCY: MANAGED BY SANTA ROSA COUNTY BOCC	
TALT	67,451
TALU	247,024
TOTAL 437091 1	**318,562**
TOTAL 437091 1	**318,562**

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ITEM NUMBER:440915 1 PROJECT DESCRIPTION:SR 10 (US 90) CAROLINE ST FROM E OF GLOVER LANE TO SR 87N STEWART ST *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:ADD LANES & RECONSTRUCT
ROADWAY ID:58010000 PROJECT LENGTH: 1.214MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 2

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
EB	2,325
SU	817,150
TOTAL 440915 1	**819,475**
TOTAL 440915 1	**819,475**

ITEM NUMBER:440915 3 PROJECT DESCRIPTION:SR 10 (US 90) CAROLINE ST FROM CR 89 WARD BASIN RD TO WEST OF SR 87S *NON-SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:ADD LANES & RECONSTRUCT
ROADWAY ID:58010000 PROJECT LENGTH: 2.675MI LANES EXIST/IMPROVED/ADDED: 2/ 2/ 2

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
SU	795,400
TOTAL 440915 3	**795,400**
TOTAL 440915 3	**795,400**

ITEM NUMBER:441588 1 PROJECT DESCRIPTION:SR 8 (I-10) E OF SR 281 AVALON BLVD TO E OF SR 87 *SIS*
DISTRICT:03 COUNTY:SANTA ROSA TYPE OF WORK:RESURFACING
ROADWAY ID:58002000 PROJECT LENGTH: 14.355MI LANES EXIST/IMPROVED/ADDED: 4/ 4/ 0

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY FDOT	
NHPP	535,065
TOTAL 441588 1	**535,065**
TOTAL 441588 1	**535,065**
TOTAL DIST: 03	**24,163,522**
TOTAL HIGHWAYS	**24,163,522**

FLORIDA DEPARTMENT OF TRANSPORTATION
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PLANNING

ITEM NUMBER:439321 1 PROJECT DESCRIPTION:FLORIDA-ALABAMA TPO FY 2016/2017-2017/2018 *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:TRANSPORTATION PLANNING
ROADWAY ID: PROJECT LENGTH: .000 LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY WEST FLORIDA REGIONAL PLANNING	
PL	-64,828
SU	41,859
TOTAL 439321 1	**-22,969**
TOTAL 439321 1	**-22,969**

ITEM NUMBER:439321 2 PROJECT DESCRIPTION:FLORIDA-ALABAMA TPO FY 2018/2019-2019/2020 UPWP *NON-SIS*
DISTRICT:03 COUNTY:ESCAMBIA TYPE OF WORK:TRANSPORTATION PLANNING
ROADWAY ID: PROJECT LENGTH: .000 LANES EXIST/IMPROVED/ADDED: 0/ 0/ 0

FUND CODE	2019
PHASE: PRELIMINARY ENGINEERING / RESPONSIBLE AGENCY: MANAGED BY WEST FLORIDA REGIONAL PLANNING	
PL	1,241,883
TOTAL 439321 2	**1,241,883**
TOTAL 439321 2	**1,241,883**
TOTAL DIST: 03	**1,218,914**
TOTAL PLANNING	**1,218,914**

GRAND TOTAL 25,382,436

Alabama DOT authorized project in FY 2019.

Authorized Projects

Sponsor: ALDOT

Program	Table No.	FA Nbr.	Project Number	Scope	Project Description	Project Length (miles)	Start Date	Type of Work	Estimated Cost
ST	2	BP-STPAA 0180(501)	100040588	UT	SR-180 WIDENING FR FOLEY BEACH EXPRESS TO SR-161 IN ORANGE BEACH	2.869	12/01/2018	ADDITIONAL ROADWAY LANES	$7,962,900
ST	2	BP-STPAA 0180(501)	100040589	CN	SR-180 WIDENING FROM FOLEY BEACH EXPRESS TO SR-161 IN ORANGE BEACH	2.323	06/28/2019	ADDITIONAL ROADWAY LANES	$9,423,413

Public Transportation federally authorized projects in FY 2019.

Quarterly FTA reporting - 4th quarter, 2019

Grant #	Unliquidated Balance
5307-grants	
X759 - FY2011	$ 12,438
X804 - FY2012	$ 151,824
X825 - FY2013	$ 12,275
X848 - FY2014	$ 156,920
X877 - FY2015	$ 1,182,907
X919 - FY2016	$ 31,678
X938 - FY2017	$ 151,838
X088 - FY2018	$ 99,264
FL-2019-059	$ 100,022
FL16-X015	$ 25,476
FLX938	$ 148,413
FL-34-0030-00	$ 317,639
FL-2017-005-00	$ 500,484

The Florida-Alabama TPO had the following obligated public transportation projects at the end of Federal Fiscal Year 2019

5305:	$185,279
5316:	$286,674
5317:	$101,249

Appendix E

FLORIDA-ALABAMA TPO Project Priorities
FY 2020-24

FY 2020 - FY 2024 Florida-Alabama TPO Project Priorities

Prepared for

Florida-Alabama Transportation Planning Organization;
Florida Department of Transportation, District Three; and
Alabama Department of Transportation

Prepared by

West Florida Regional Planning Council
Staff to the Florida-Alabama Transportation Planning Organization

Adopted: September 12, 2018

Amended:

This report was financed in part by the U.S. Department of Transportation, the Federal Highway Administration, the Federal Transit Administration, the Florida Department of Transportation, the Alabama Department of Transportation, and local participating governments, in partial fulfillment of UPWP Work Task C.1. This document does not necessarily reflect the official reviews or policies of the U.S. Department of Transportation.

Florida-Alabama Transportation Planning Organization

FY 2020 - 2024 Project Priorities Document

Prepared by

West Florida Regional Planning Council
Staff to the Florida-Alabama Transportation Planning Organization

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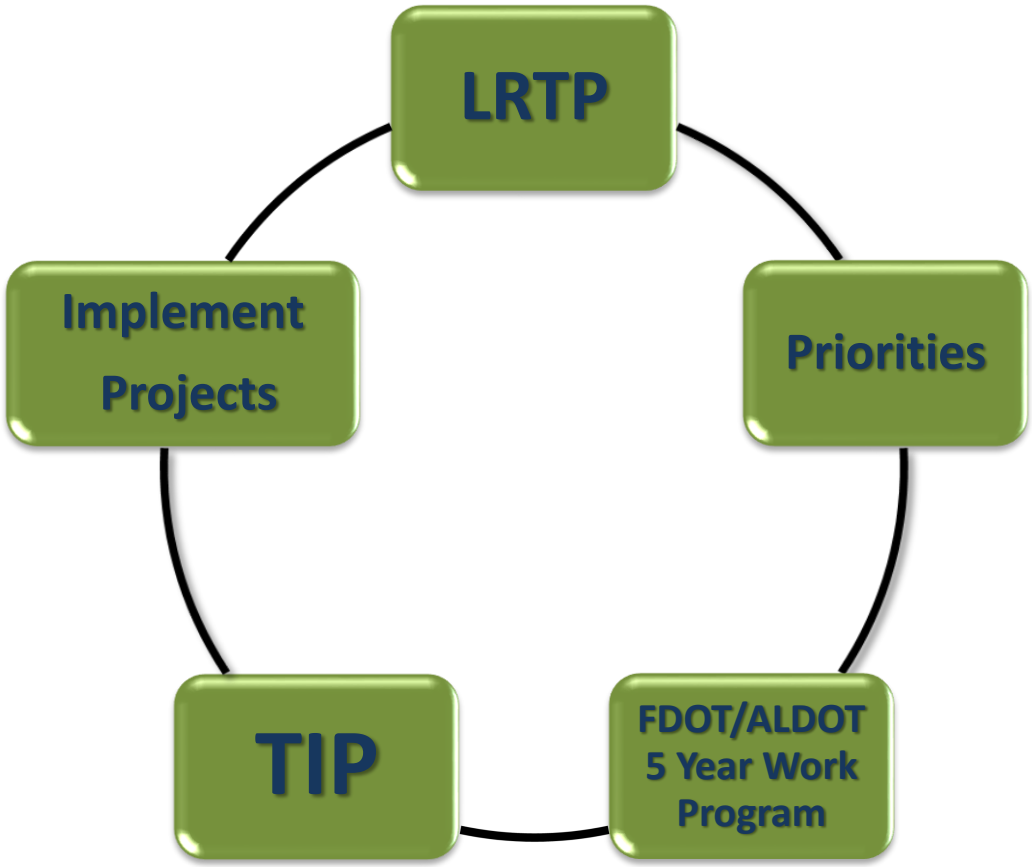
INTRODUCTION

The Florida-Alabama Transportation Planning Organization (TPO), staffed by the West Florida Regional Planning Council, is tasked with developing Project Priorities. Project Priorities, which are essentially the Cost Feasible Plan element of the Long Range Transportation Plan (LRTP), are usually approved in September each year and are due to the State Departments of Transportation by October 1st. The adopted Project Priorities are used by the State Departments of Transportation to develop a five-year Work Program. This five-year Work Program is then used by the TPO to develop its five-year Transportation Improvement Program (TIP). The TIP is adopted by the TPO at its June meeting each year. The chart below explains the process identified above.



The projects listed in this Project Priorities document are identified by the following tables:

- Capacity Projects (Tables 1-5).
- Transportation System Management Projects (Tables 6-7).
- Transportation Alternatives Program Projects (Tables 8-11).
- Bicycle/Pedestrian Projects (Tables 12-15).
- Public Transportation Related Projects (Tables 16-17).
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- Congestion Mitigation Air Quality Projects (Table 23).

METHODOLOGY

- Capacity projects are based on the 2040 LRTP. Completed projects are removed from the list, projects that are scheduled for construction in the first three years are moved to the committed list, and new projects are placed at the end of the priorities list and ranked by cost of the funding set asides and construction projects. There are two capacity projects in Alabama.
- Transportation System Management Projects are ranked based on TPO approved criteria. Projects were provided by the Florida Department of Transportation.
- Transportation Alternatives Program Projects are ranked based on TPO approved criteria. There is one Transportation Alternatives Program project identified in Alabama.
- The Bicycle/Pedestrian Projects are ranked by the Benefit/Cost Ratio in the Bicycle/Pedestrian Plan. Alabama Department of Transportation allocation is $148,476 per year for the TPO. This money is for Bicycle/Pedestrian projects. Priorities are ranked from a public workshop in Lillian a few years ago.
- Public Transportation Related Projects are listed by potential grants and are furnished by the TPO's Public Transportation Staff in consultation with the region's public transportation providers.
- Aviation Project Priorities are furnished by the Pensacola International Airport and Peter Prince Field/Santa Rosa County Staffs.
- Port Project Priorities are provided by the Port of Pensacola.
- The Bridge Replacement Projects are provided by the Florida Department of Transportation and Escambia County.
- Congestion Mitigation Air Quality Priorities are ranked by the TPO's Air Quality Planner.

The Capacity, Transportation System Management, Bicycle/Pedestrian, and Transportation Alternatives Program Projects have listed Committed Projects in addition to the Project Priorities. Committed Projects are projects that are scheduled for construction in the first three years of the Work Program or

are currently under construction. These projects are considered Committed so the projects get completed and are not assigned a Project Priority. However, it is understood that these projects are to continue to be funded by the Departments of Transportation until the projects are completed.

The statuses of the phases for the Capacity Projects have been color coded to indicate funding. Phases in **GREEN** are considered Cost Feasible with State and/or Federal funds. This funding coding is based on the current 2040 LRTP Cost Feasible Plan. If the phase is currently scheduled for completion in the FDOT Five Year Work Program, the fiscal year of funding and the project number are noted. Phases in **RED** are not considered cost feasible with State and/or Federal funds based on the currently adopted 2040 LRTP Cost Feasible Plan. In addition, projects shaded in yellow are the next phases to be funded.

The Capacity, Transportation System Management, Transportation Alternatives Program, and Bicycle/Pedestrian Projects have separate Evaluation Criteria to rank projects. The Evaluation Criteria for these four categories are listed in Appendix B. However, **the TPO has the final decision on how the Project Priorities are ranked.**

PUBLIC INVOLVEMENT

Three non-traditional public outreach events occurred during development of the FY 2020-2024 Project Priorities. The first such event happened on June 21, 2018 at the Escambia County Area Transit for Dump the Pump. The second event took place on June 21, 2018 on Navarre Beach for Tunes by the Dunes. The last event transpired on June 23, 2018 at the Palafox Market in downtown Pensacola. In addition, two TPO and Advisory Committee workshops were held as part of the development of the FY 2020-2024 Project Priorities. The first workshop was on July 11, 2018 at the Pensacola City Hall whereas the August 20, 2018 workshop occurred at the Navarre Visitors Center. A public workshop was also held on July 11, 2018 at the Pensacola City Hall but no members from the public spoke at the Public Workshop. Each of the workshops were advertised in the Pensacola News Journal. An e-mail notice was also sent to the TPO and Advisory Committee Members. News releases were distributed to media outlets and meeting information was promoted through social media sites. Flyers were created and emailed to members of the TPO and advisory committees.

Comments from the public involvement opportunities were identified in the TPO and Advisory Committee Members August and September agenda enclosures and are included in Appendix C. A Public Forum was also held at the TPO meeting in September. However, no individuals spoke during the Public Forum regarding Project Priorities. The Project Priorities Tables from drafts through adoption were posted on the web site for review and comment. The Project Priorities were a review item at the August TPO Meeting and were approved at the September TPO Meeting (see Resolution FL-AL 18-23 in Appendix D) with the following changes:

- Table 2, Non-SIS Priority 1. Obligate 90% of the Federal Urbanized (SU) funds in FY 2023-2024 towards the development of the RTMC and on-system Regional Advanced Traffic Management System improvements.
- Table 2, Non-SIS. Table 2 – Non-SIS. Change Priority #25 Pinestead-Longleaf Connector to Priority #38. Change Priority #27 Sorrento Road to Priority #25. Change Priority #38 Fairfield Drive to Priority #27.

Table 1: FY 20 - 24 Committed Non-Strategic Intermodal System (Non-SIS) Capacity Project Priorities – Florida Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Project Name	From	To	Project Phase Status	Improvement
2186053	Nine Mile Road (ESC)	Pine Forest Road	US 29	PD&E Study – Complete	Widen to 4 Lanes
				Design – Complete	
				ROW – Complete	
				Construction – Underway	
2186057	Nine Mile Road (ESC)	I-10	Pine Forest Road	PD&E Study – Complete	Widen to 4 Lanes
				Design – Underway	
				ROW – Complete	
				Construction – Underway	
2186056	Nine Mile Road (ESC)	Beulah Road	I-10	PD&E – Complete	Widen to 4 Lanes
				Design – Underway	
				ROW – Complete	
				Construction – Underway	
4378441	17th Avenue (ESC)	At Bayfront Parkway		PD&E – Underway	Interchange
				Design – Underway	
				ROW – No Significant Cost	
				Construction – Funded FY 18/19	

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Table 2: FY 20 - 24 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 20-24 Priority Ranking
NA	Regional ITS Plan Projects[1]	Obligate up to 90% of the Federal Urbanized (SU) funds in FY 2023-2024 towards the development of the RTMC and on-system Regional Advanced Traffic Management System improvements. $28,000,000 in the 2040 Long Range Transportation Plan for ITS. $10,000,000 Annual Request.				1A
4125452	Regional ITS Plan Projects	$400,000 Annual Maintenance for ITS				1B
4371151	East Bay Boulevard (CR 399)[2] (SRC)	US 98	SR 87	Mobility Management Program $150,000		2A
4371151	Glover Lane[2] (SRC)	US 90	Berryhill Road			2B
4371151	West Spencer Field Road[2] (SRC)	US 90	Berryhill Road			2C
4371151	Chumuckla Highway/ US 90[2] (SRC)	Intersection Improvements				2D
N/A	Chemstrand Road (ESC)	Johnson Avenue	Old Chemstrand Road			2E
4437691	West Cervantes Street (ESC)	North A Street	Dominguez Street	Mobility Management Projects $1,500,000 (Recommend Design be funded two years prior to the $1,500,000 in Construction)		3A
4388836	US 90 and US 98 (SRC)					3B
4409041	Main Street (ESC)	Barrancas Avenue	Clubbs Street			3C
4318837	Fairfield Drive (ESC)	US 90 (Mobile Highway)	Lillian Highway			3D
4217331	Public Transportation Capital Improvements Flex Funds[3]			$300,000		4

[1] *Regional ITS Plan projects are listed in Appendix A.*

[2] *Projects are funded.*

[3] *See Project 421733-1 in Table 16 on page 28.*

Table 2: FY 20 - 24 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 20-24 Priority Ranking
4389081	SR 292 (Perdido Key Drive) (ESC)	West State Park Boundary	Gongora	Bicycle Pedestrian Projects $350,000[2]		5
4409041	W. Main Street (ESC)	Barrancas Avenue	Clubbs Street	Complete Streets Program $250,000		6A
N/A	US 90 (SRC)	Willing Street	Stewart Street			6B
N/A	West Cervantes Street (ESC)	North A Street	Dominguez Street			6C
4389081	SR 292 Perdido Key Drive (ESC)	West State Park Boundary	Gongora	Regional Trail Program $250,000		7A
N/A	University of West Florida's Scenic Bluff's Corridor Connection on University of West Florida Campus and along Ten Mile Road/Greenbrier Road (ESC)					7B
NA	Safety Education Program	$300,000 once every five years				8
NA	Compress Natural Gas (CNG) Program	$300,000 once every five years				9
2186055	Nine Mile Road (ESC)	Mobile Highway	Beulah Road	Widen to 4 lanes	PD&E – Complete Design – Underway ROW – Funded FY 19/20 and FY 20/21 Construction[1]	10
2184291	Burgess Road (ESC)	US 29	Hilburn Road	Widen to 4 lanes	PD&E – Complete Design – Complete ROW – Funded FY 17/18 with Local and State funds and FY 20/21 with State funds Construction[1]	11
2204401	US 98 (SRC)	Bayshore Drive	Portside Drive	Widen to 6 lanes	PD&E – Complete Design – Complete ROW – Underway Construction[1]	12

[1]Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

[2] Starting in FY 21/22 funds go to Santa Rosa County for five years.

Table 2: FY 20 - 24 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 20-24 Priority Ranking
433113	US 29 Connector (ESC)[2]	Nine Mile Road	US 29	New 4 lane facility	PD&E – Underway Design – Cost Feasible with Local funds[1] ROW – Cost Feasible with Local funds[1] Construction	13
	FDOT is currently administering a PD&E Study for a new interchange at 1-10 in the Beulah Road area. As this study progresses, it is the Department's intent to consider adding the Beulah area interchange to the Strategic Intermodal System (SIS) by evaluating information obtained from the study to determine if the facility will function as a SIS corridor. If the information supports the need to add the US 29 Connector to the SIS, phases beyond the PD&E phase would be eligible for SIS funds					
4409151	US 90 (SRC)	Glover Lane / Old Highway 90	SR 87N Stewart Street	Widen to 6 lanes	PD&E – Underway Design – Funded FY17/18 ROW[1] Construction	14
4409152	US 90 (SRC)	SR 87N Stewart Street	CR 89 / Ward Basin Road	Widen to 4 lanes	PD&E – Underway Design – Funded FY22/23 ROW[1] Construction	15
4409153	US 90 (SRC)	CR 89 / Ward Basin Road	SR 87S	Widen to 4 lanes	PD&E – Underway Design – Funded FY18/19 and FY 19/20 ROW[1] Construction	16
2204363	US 90 (SRC)	Escambia County Line	Glover Lane / Old Highway 90	Widen to 6 lanes	PD&E – Underway Design[1] ROW Construction.	17
N/A	Pine Forest Road (ESC)	I-10	CR 297A	Widen to 4 lanes	PD&E[1] Design[1] ROW[1] Construction[1]	18

[1]*Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.*
[2]*The PD&E Study for the Beulah Road Interchange is funded under project #4331131with state and federal SIS funds.*

Table 2: FY 20 - 24 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 20-24 Priority Ranking
2184932	Gulf Beach Highway (ESC)	Fairfield Drive	Navy Boulevard	Widen to 4 lanes	PD&E – Funded FY17/18 and FY18/19 Design[1] ROW[1] Construction[1]	19
2184933	Sorrento Road/Gulf Beach Highway (ESC)	Blue Angel Parkway	Fairfield Drive	Widen to 4 lanes	PD&E – Funded FY17/18 and FY18/19 Design[1] ROW[1] Construction	20
NA	Bayfront Parkway (PNS)	Tarragona Street	Chase Street	2 Lane Improvement	PD&E[1] Design[1] ROW – Not Required Construction[1]	21
4409041	Main Street (PNS)[3]	Barrancas Avenue	Clubbs Street	2 Lane Improvement	PD&E[1] Design[1] ROW – Not Required Construction[1]	22
NA	Express Bus Service (ESC/SRC)	Milton	Beulah	New Bus Route Capital Purchase	n/a	23
4210121	Blue Angel Parkway (ESC)	Sorrento Road	US 98	Widen to 4 lanes	PD&E – Complete Design – Underway ROW – Partially Funded in FY 20/21 with local funds Construction – Cost Feasible with local funds[1]	24
4210112	Sorrento Road (ESC)	Gulf Beach Highway/Innerarity Point Road	Blue Angel Parkway	Widen to 4 lanes	PD&E – On Hold[2] Design[1] ROW Construction	25

[1]Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

[2] To complete the PD&E additional funds would need to be programmed. This phase will stay on hold until Escambia County and TPO advise FDOT that they would like FDOT to proceed with finishing the PD&E.

[3]Project also included under Priority 6A for Complete Streets.

Table 2: FY 20 - 24 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 20-24 Priority Ranking
2186202	Langley Avenue/Tippin Avenue/9th Avenue (ESC)	Major Intersection Improvement			PD&E – Complete Design is at 30% and on hold pending future funding ROW Construction	26
NA	Fairfield Drive (ESC)	Mobile Highway	Lillian Highway	Widen to 4 lanes	PD&E[1] Design[1] ROW Construction	27
2204362	US 90 (ESC)	Scenic Highway	Santa Rosa County Line	Widen to 6 lanes	PD&E – Underway Design[1] ROW Construction	28
2204265	US 98 (SR 30) (SRC)	East of Ortega Street	Okaloosa County Line	Widen to 6 lanes	PD&E – Underway Design – Funded FY 21/22 ROW Construction	29
2204266	US 98 (SR 30) (SRC)	East of Ramble Bay Lane	East of Ortega Street	Widen to 6 lanes	PD&E – Underway Design[1] ROW Construction	30
4210111	SR 292 Perdido Key Drive (ESC)	Alabama State Line	Gulf Beach Highway/ Innerarity Point Road	Provide multimodal Improvement	PD&E – Complete Design ROW Construction	31
NA	US98 (SR30) (SRC)	At SR 399		Major intersection improvement	PD&E[1] Design[1] ROW Construction	32

[1]Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

[2]To complete the PD&E additional funds would need to be programmed. This phase will stay on hold until Escambia County and TPO advise FDOT that they would like FDOT to proceed with finishing the PD&E.

Table 2: FY 20 - 24 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 20-24 Priority Ranking
2204263	US98 (SR30) (SRC)	Portside Drive	Bergren Road	Widen to 6 lanes	PD&E – Underway Design – Funded FY22/23 ROW Construction	33
2204264	US98 (SR30) (SRC)	Bergren Road	East of Ramble Bay Lane	Widen to 6 lanes	PD&E – Underway Design[1] ROW Construction	34
NA	Express Bus - Northwest (ESC/SRC)	Pensacola	Beulah	New Bus Route Capital Purchase	NA	35
NA	Mobile Highway (ESC)	Nine Mile Road (US 90A)	Godwin Lane	Widen to 4 lanes	PD&E[1] Design[1] ROW Construction	36
4369021	Navarre Community Access Road (SRC)[2]	Edgewood Drive	Whispering Pines Road	Construct 2 lane Connectivity	PD&E[1] Design[1] ROW Construction	37
4210141 4210143	Pinestead-Longleaf Connector (ESC)[3]	Pine Forest Road	US 29	Widen to 4 lanes	PD&E – Complete Design – Underway ROW[1] Construction	38
NA	Berryhill Road (SRC)	Woodbine Road	West Spencer Field Road	Widen to 3 lanes	PD&E[1] Design[1] ROW Construction	39

[1]Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

[2]Santa Rosa County is in the process of completing a Feasibility Study for this project.

[3] Project on-hold by FDOT pending feedback from Escambia County on how they want the funds spent. Escambia County has 60 percent Design Funds spent from Pine Forest Road to Kemp.

Table 2: FY 20 - 24 Non-Strategic Intermodal System (Non-SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Improvement	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	FY 20-24 Priority Ranking
NA	Woodbine Road (SRC)	US 90	Berryhill Road	Widen to 4 lanes	PD&E[1]	40
					Design[1]	
					ROW	
					Construction	
NA	East Bay Boulevard (SRC)	SR 87	Edgewood Drive	Enhanced 2 lane facility	PD&E[1]	41
					Design[1]	
					ROW	
					Construction	
2185192	Nine Mile Road (ESC)	Foxtail Loop	East of I-10	Corridor Improvements	PD&E – Complete	42
					Design – Funded FY22/23	
					ROW	
					Construction	

[1]*Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.*

Table 3: FY 20 - 24 Committed Strategic Intermodal System (SIS) Project Priorities – Florida Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Project Name	From	To	Project Phase Status	Improvement
2204424	SR 87 (SRC)	Eglin AFB Boundary	2 miles south of the Yellow River	PD&E Study – Complete	Widen to 4 Lanes
				Design – Complete	
				ROW – Complete	
				Construction – Underway	
4130623	I-10 (ESC)	Escambia Bay Bridge	Avalon Boulevard	PD&E – Complete	Widen to 6 Lanes
				Design – Complete	
				ROW – Not Required	
				Construction – Underway	
2186031	US 29 (ESC)	I-10	9 1/2 Mile Road	PD&E – Complete	Widen to 6 Lanes
				Design – Complete	
				ROW – Complete	
				Construction – Underway	
2204427	SR 87 (SRC)	2 miles south of the Yellow River	CR 184	PD&E – Complete	Widen to 4 Lanes
				Design – Complete	
				ROW – Complete	
				Construction – Underway	
2224762	I-10 (ESC)	at US 29 (SR 95) Phase I		PD&E – Complete	Modify Interchange
				Design – Complete	
				ROW not Required	
				Construction – Underway	

Table 4: FY 20 - 24 Strategic Intermodal System (SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement	FY 20-24 Priority Ranking
2224761	I-10 (ESC)	at US 29 (SR 95)		PD&E – Complete Design – Underway ROW – Funded FY 20/21, FY 21/22, FY 22/23 Construction – Funded in FY 22/23	Interchange	1
4331131	Beulah Interchange (ESC)	at I-10 (SR 8)		PD&E– Underway Design –Funded in FY 17/18 ROW Construction	New Interchange	2
2186056	I-10 (ESC)[2]	at Nine Mile Road		PD&E Design ROW Construction	Safety/Operation Improvement West Bound Nine Mile Road	3A
4379051	I-10 (ESC)	Alabama Line	West of SR 95 (US 29)	PD&E – Underway Design[1] ROW[1] Construction[1]	Widen to 6 lanes	3B
433113	US 29 Connector (ESC)	Nine Mile Road	US 29	PD&E – Underway Design[1] ROW Construction	New 4 lane facility	4
	FDOT is currently administering a PD&E Study for a new interchange at 1-10 in the Beulah area. As this study progresses, it is the Department's intent to consider adding the Beulah area interchange to the Strategic Intermodal System (SIS) by evaluating information obtained from the study to determine if the facility will function as a SIS corridor. If the information supports the need to add the US 29 Connector to the SIS, phases beyond the PD&E phase would be eligible for SIS funds					
4167482	SR 87 North (SRC)	CR 87A (Langley Street)	Neal Kennington Road[3]	PD&E – Complete Design – Complete ROW Construction	Widen to 4 lanes	5

[1]*Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.*
[2]*Wiill be funded under a supplemental to 2186057 Nine Mile Road Widening from I-10 to Pine Forest Road.*
[3]*The portion from Neal Kennington Road to Coldwater Church Road is outside the TPO Boundary.*

Table 4: FY 20 - 24 Strategic Intermodal System (SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement	FY 20-24 Priority Ranking
4210121	Blue Angel Parkway (ESC)	Sorrento Road	US 98	PD&E – Complete Design – Underway ROW Partially Funded in FY 20/21 Construction	Widen to 4 lanes	6
4167488 4167489	SR 87 Connector (SRC)	SR 87 South	SR 87 North	PD&E – Complete Design – Funded FY 18/19 ROW Construction	Widen to 4 lanes	7
NA	Blue Angel Parkway (ESC)	US 98	Saufley Field Road	PD&E – Complete Design[1] ROW Construction	Widen to 4 lanes	8
2204265	US 98 (SR 30) (SRC)	East of Ortega Street	Okaloosa County Line	PD&E – Underway Design – Funded FY 21/22 ROW Construction	Widen to 6 lanes	9
2204266	US 98 (SR 30) (SRC)	East of Ramble Bay Lane	East of Ortega Street	PD&E – Underway Design[1] ROW Construction	Widen to 6 lanes	10
NA	US 98 (SR 30) (ESC)	Florida-Alabama State Line	Blue Angel Parkway	PD&E[1] Design[1] ROW Construction	Widen to 4 lanes	11
NA	US 98 (SR 30) (SRC)	At SR 399		PD&E[1] Design[1] ROW Construction	Major Intersection Improvement	12

[1]Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.

Table 4: FY 20 - 24 Strategic Intermodal System (SIS) Project Priorities – Florida

FDOT Item-Segment	Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement	FY 20-24 Priority Ranking
2204263	US 98 (SR 30) (SRC)	Portside Drive	Bergren Road	PD&E – Underway Design – Funded FY 22/23 ROW Construction	Widen to 6 lanes	13
2204264	US 98 (SR 30) (SRC)	Bergren Road	East of Ramble Bay Lane	PD&E – Underway Design[1] ROW Construction	Widen to 6 lanes	14
NA	I-10 (ESC)	US 29	Davis Highway	PD&E[1] Design[1] ROW Construction	Widen to 8 lanes	15

[1]*Phase NOT currently funded in the Transportation Improvement Program (TIP) or FDOT Five Year Work Program.*

Table 5: FY 20 - 24 Capacity Project Priorities – Alabama

ALDOT Item-Segment	Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement	FY 20-24 Priority Ranking
100066601 100040566 100040567 100040568	SR 180 (Canal Road)[1]	SR 59	Foley Beach Expressway	Design – Underway ROW– Funded FY 18/19 Utilities – Funded FY 19/20 Construction – Funded in FY 20/21	Widen to 5 lanes	1
100066422 100040588 100040589	SR 180 (Canal Road)[1]	Foley Beach Expressway	SR 161 (Orange Beach Boulevard)	Design –Underway Utilities – Funded FY 18/19 Construction – Funded in FY 21/22	Widen to 5 lanes	2

[1]*British Petroleum funds were used as a funding source for these projects.*

Table 6: FY 20 - 24 Committed Transportation Systems Management (TSM) Project Priorities Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Construction Scheduled	Project Description/Limits	Improvement
4367191 (ESC)	FY 17/18	SR 295 (New Warrington Rd) @ CR 298A (Jackson Street)	Construct Northbound right turn lane and Southbound right turn lane on SR 295; Redesign the existing northbound and southbound left-turn lanes on SR 295; and extend eastbound and westbound left-turn lanes on W. Jackson to provide at least 150 feet of storage
4367241 (ESC)	FY 17/18	SR 10A (US 90) Mobile Highway @ CR 99 (Beulah Road)	Construct turn lane and Traffic Signal Cross Drain improvements on Mobile Highway
4381501 (ESC)	FY 17/18	Escambia County Video Camera Vehicle Detection	Installation of Video Detection Equipment at a total of nine intersections on SR 10A (Nine Mile Road), SR 295 (New Warrington Road), and SR 95 (US 29)
4367201 (ESC)	FY 18/19	SR 292 (Gulf Beach Highway) @ SR 727 (Fairfield Drive)	Construct Westbound right turn lane channelized and Southbound left turn lane with 100 feet of storage, signalization upgrade
4406581 (ESC)	FY 19/20	SR 292 (Gulf Beach Highway) @ Patton Drive SR 292 (Gulf Beach Highway) @ Sunset Avenue	1 - Signalize Patton Drive and Sunset Avenue 2 - Access management to intersection turn lanes 3 - Widen road to facilitate turn lane improvements
4417381 (ESC)	FY 19/20	SR 10 (US 90) Nine Mile Road from N. Palafox Street to Chemstrand Road	Upgrade Traffic Signals, Modify Medians, Remove Acceleration Tapers, and left turn lanes at Unsignalized Intersections
4399641	FY 20/21	SR 292 (Sorrento Road) @ CR 292A (Innerarity Point Road)	1 – Construct Southbound Right Turn Lane 2 – Construct Westbound Right Turn Lane 3 – Extend Eastbound Left Turn Lane

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Table 7: FY 20 - 24 Transportation Systems Management (TSM) Project Priorities

FDOT Item-Segment	FY 20-24 Priority Ranking	Major Street	Minor Street	Description	Estimated Costs
4418821	1	SR 292 (Sorrento Road) (ESC)	CR 293 (Bauer Road)	1 - Construct Eastbound Right Turn Lane 2 - Construct Northbound Right Turn Lane 3 - Extend Westbound Left Turn Lane 4 - Extend Westbound Right Turn Lane 5 - Reconfigure Signal Hardware	$804,274 for Construction $111,400 for ROW
N/A	2	SR 30 (US 98) (SRC)	Luneta Prado	1 - Access Management 2 - Additional Turn Lanes	$463,147 for Construction $100,000 for ROW
N/A	3	SR 30 (US 98)	Little Creek Lane	1 – Add Northbound Right Turn Lane	Estimate in Progress
N/A	4	SR 10 (US 90) (ESC)	Klondike Road	1 – Add Traffic Signal 2 – Add Turn Lanes	Estimate in Progress
N/A	5	SR 10 (US 90) (SRC)	West Spencer Field Road	1 – Upgrade signals to mast arm configuration	$250,000 for Construction
N/A	6	State System wide		1 - Uninterrupted Power Supply Upgrades to Intersections	Estimate in Progress

Note: The TPO is actively seeking additional projects for the TSM project priority list. These projects may come from existing and future corridor studies as well as requests from the TPO or the general public.

Table 8: FY 20 - 24 Committed Transportation Alternatives Program (TAP) Project Priorities – Florida

Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Project Name	From	To	Description
4370851	Bauer Road (ESC)	Sorrento Rd	Gulf Beach Hwy	This project will install paved shoulders along both sides of Bauer Rd in Escambia County. The project length is approximately 1.29 miles and begins at Sorrento Rd (SR-292) and ends at Gulf Beach Hwy (CR-292A). This project will connect to existing paved shoulders on Gulf Beach Hwy and will terminate at the entrance to Big Lagoon State Park. Funded in FY 16/17.
4370872	Glover Lane	Hobbs Middle School	Hamilton Bridge Road	Project will install 2,800 feet of sidewalk on the west side of Glover Lane connecting Hobbs Middle School to Hamilton Bridge Road. Funded in FY 17/18.
4369851	King Middle School Sidewalks (SRC)	Stewart St	Dogwood Dr	Project is located between SR87 (Stewart St) and SR89 (Dogwood Dr) with 5,945 feet of sidewalk installation. On the east side of Byrom St, north of Magnolia St, 2,640 feet of sidewalk will connect Magnolia St and Rosasco St. The 505 foot, north side of the King St sidewalk will connect SR87 (Stewart St) to Byrom St. Rosasco St is a connector between SR87 (Stewart St) and SR89 (Dogwood Dr). A 2,800 foot sidewalk will be located on the north side of Rosasco St. Funded in FY 17/18
4335752	Blackwater Heritage Trail Connector (SRC)	Blackwater Heritage Trail	Walker Street	Construction of sidewalk filling in gaps from Blackwater Heritage Trail east on Jane Street, south on Susan Street, and east on Walker Street. Funded in FY 17/18
4370871	Hamilton Bridge Road (SRC)	East Spencer Field Rd	Jim Dandy Lane	Design and construction of 5,500 feet of sidewalk on the north side of Hamilton Bridge Rd. from East Spencer Field to Crystal Creek subdivision. Funded in FY 18/19.
4407411	Tom King Bayou Pedestrian Bridge (SRC)	East Bayou Blvd CR 399		The East Bay Boulevard, CR 399 multi-use path is approximately 10 miles long stretching from US 98 on the southwest boundary to SR 87 on the northeast boundary. The Tom King Bayou Pedestrian Bridge is the last connection that will allow a safer interaction between the two sides for all disabled, elderly and youth populations. Construction funded in FY 20/21

Table 9: FY 20 - 24 Transportation Alternatives Program (TAP) Project Priorities – Florida

FDOT Item-Segment	FY 20-24 Priority Ranking	Project Name	From	To	Description
4381142	1	Old Bagdad Highway (SRC)	Avalon Boulevard on the west to the entrance of County Optimist Park	East Side of Parkmore Plaza Drive to Highway 90	Project will construct 4,470 ft of 5 ft sidewalk on the north side of Old Bagdad Highway from Avalon Boulevard on the west to the entrance of County Optimist Park on the east. A 5 ft sidewalk will also go from Old Bagdad Highway south along the east side of Parkmore Plaza Drive to Highway 90. Construction funded in FY 21/22.
4335772	2	Saufley Field Road (ESC)	Mobile Highway	Saufley Field Gate	Project will construct sidewalks on both sides of Saufley Field Rd, CR-296. The project length is approximately 2.1 miles and begins at Mobile Hwy. SR-10A, and ends at the front gate of Naval Air Station Saufley Field. Construction Funded in FY 21/22.
NA	3	Chemstrand Road #2 (ESC)	Lowell Lane	Ten Mile Road	Install sidewalks along both sides of Chemstrand Rd from Lowell Lane to 440' south of Ten Mile Road. The project length is approximately 0.754 miles.
NA	4	Perdido Key Drive (ESC)	West State Park Boundary	Gongora Drive	This project will provide for construction of a 10 ft wide multi-use path on the north side of Perdido Key Dr. (SR 292) along with 5 ft concrete sidewalks on the south side connecting heavily developed areas on Perdido Key. 4.263 miles
NA	5	Olive Road Phases I and II (ESC)	Old Palafox	Davis Highway	This project will install sidewalks on the north side of Olive Rd (CR-290) in Escambia County. The project length is approximately 2.18 miles and begins at Old Palafox and ends at Davis Hwy (SR-291). Escambia County has recently completed construction on Olive Rd which included resurfacing, miscellaneous drainage and water main upgrades. Sidewalks were not included in the project due to budget constraints.
NA	6	Chemstrand Road #1 (ESC)	Johnson Avenue	Nine Mile Road	This project will install sidewalks along Chemstrand Rd in Escambia County. The project length is approximately 1.0 miles and begins at Johnson Ave and ends at Nine Mile Rd (SR-10). This project will provide a connection to sidewalks on Johnson Ave.
NA	7	Panhandle Trail (SRC)	US 98	East River Drive	This project will install 5,350 ft bike trail lanes on Panhandle Trail.

Table 9: FY 20 - 24 Transportation Alternatives Program (TAP) Project Priorities – Florida

FDOT Item-Segment	FY 20-24 Priority Ranking	Project Name	From	To	Description
NA	8	Dog Track Road (Esc)	Blue Angel Pkwy	SR 30 (US 98)	This project will install paved shoulders along both sides of Dog Track Rd (CR-297) in Escambia County.
NA	9	Stefani Road and Nine ½ Mile Road (ESC)	Pine Forest Road and Stefani Road	Stefani Road and Nine Mile Road	This project will install sidewalks on the east side of Stefani Rd between Nine Mile Rd and Nine & ½ Mile Rd (0.5 miles). Sidewalks are also proposed along the north side of Nine & ½ Mile Rd between Pine Forest Rd and Stefani Rd (0.75 miles).

Table 10: FY 20 - 24 Committed Transportation Alternatives Program (TAP) Project Priorities – Alabama
Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

ALDOT Item-Segment	Project Name	From	To	Description
NA	NA	NA		NA

Table 11: FY 20 - 24 Transportation Alternatives Program (TAP) Project Priorities – Alabama

ALDDOT Item-Segment	FY 20-24 Priority Ranking	Project Name	From	To	Description
NA	1	Orange Beach Canal Road District Project (BAL)	SR 161	Foley Beach Express	Project will consist of two sections of new concrete sidewalk. Section One will construct 12,532 linear feet of concrete sidewalk along SR 180 and the West Florida Avenue right-of-way. Section Two will construct 1,223 linear feet of concrete sidewalk along the south side of SR 180 from West Florida Avenue to tie into an existing 6-foot wide concrete sidewalk.

Table 12: FY 20 - 24 Committed Bicycle & Pedestrian Projects – Florida

Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

FDOT Item-Segment	Road Name	From	To	Mode	Recommended Facility Type/Improvement
4389082	SR 292 Perdido Key Dr. (ESC)	Alabama State Line	West State Park Boundary	Bike/Ped	Multi-Use Path

Table 13: FY 20 - 24 Bicycle & Pedestrian Project Priorities – Florida

FDOT Item-Segment	FY 20-24 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
4389081	1	SR 292 Perdido Key Dr. (ESC)	West State Park Boundary	Gongora Drive	Bike/Ped	Multi-Use Path
4257455	2	Old Corry Field Road (CR 295A) Navy Blvd Alt. Bike Route (ESC)	SR 292 Barrancas Avenue	SR 30 (N. Navy Blvd.)	Bike/Ped	1.217 miles of Paved Shoulders
2186302	3	US 98 (ESC)	New Warrington Road	Bayou Chico Bridge	Pedestrian	1.326 miles of Bicycle/Pedestrian Features
NA	4	Davis Highway (ESC)	Fairfield Drive	Schubert Drive	Bicycle	2.785 miles, Designated bike lane if possible or re-stripe for wide outside lane
NA	5	9th Avenue (ESC)	Creighton Road	Bayou Boulevard	Bicycle	2.041 miles, Designated bike lane if possible or re-stripe for wide outside lane
NA	6	9th Avenue (ESC)	Cervantes Street	Bayfront Parkway	Bicycle	0.858 miles Designated bike lane if possible or re-stripe for wide outside lane
NA	7	Sorrento Road/ Gulf Beach Highway (ESC)	CR 297	Patton Drive	Pedestrian	3.75 miles Sidewalks both sides
NA	8	Johnson Avenue (ESC)	US 29	Olive Road	Bicycle	6.135 miles Paved Shoulders
NA	9	Langley Avenue (ESC)	Scenic Heights Elementary School	Leesway Boulevard	Pedestrian	Medians and pedestrian crossing
NA	10	US 98 Gulf Islands National Seashore Eastbound alternative route (SRC)	3 Mile Bridge	Fairpoint Drive	Bicycle	2.07 miles Paved with shoulders and signage
			Fairpoint Drive	Sunset Drive		
			Sunset Drive	Shoreline Drive		
			Shoreline Drive	US 98		
NA	11	US 98 Gulf Islands National Seashore Westbound alternative route (SRC)	McClure	Joachim	Bicycle	0.931 miles Paved with shoulders and signage
			Joachim	Daniel		
			N. on Daniel / Kenilworth	Northcliff		
			Northcliff	US 98		
NA	12	Park Ave (SRC)	SR 89	Byrom Street	Pedestrian	.505 miles sidewalks north side
			Byrom Street	SR 87	Pedestrian	0.27 miles Sidewalks south side
			SR 87	Blackwater Heritage Trail	Pedestrian	.073 miles Sidewalks on both sides

Table 13: FY 20 - 24 Bicycle & Pedestrian Project Priorities – Florida

FDOT Item-Segment	FY 20-24 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
N/A	13	Creighton Road SR 742 (ESC)	Plantation Road	Davis Highway	Bicycle	Restripe Candidate
NA	14	Garden/Alcaniz SR 30 (US 98) (ESC)	Tarragona Street	Gregory Street	Bicycle	Road Diet Candidate
NA	15	12th Avenue (ESC)	Fairfield Drive	Bayou Boulevard	Bicycle	Restripe Candidate
NA	16	E Street CR 443 (ESC)	Cross Street	Texar Drive	Bicycle	Restripe Candidate
NA	17	SR 95 (US 29) (ESC)	Pace Boulevard/SR 292	Brent Lane/SR 296	Bicycle	Restripe Candidate
NA	18	Saufley Field Road CR 296 (ESC)	Muldoon Road	Mobile Highway	Bicycle	Restripe Candidate
NA	19	Gulf Beach Highway SR 292 (ESC)	Fairfield Drive/SR 727	Navy Boulevard/SR 295	Bicycle	Restripe Candidate
NA	20	9th Avenue (SR 289) (ESC)	Bayou Boulevard/SR 296	Langley Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	21	17th Avenue (ESC)	Bayfront Parkway	South of RR Tracks	Pedestrian	Add Sidewalk (Minor Regrading)
NA	22	Fairfield Drive (SR 295) (ESC)	New Warrington Road	"W" Street/CR 453	Pedestrian	Add Sidewalk (Minor Regrading)
NA	23	Scenic Highway SR 10A(US 90) (ESC)	Strong Street	Hyde Park Road	Pedestrian	Add Sidewalk (Minor Regrading)
NA	24	SR 10 (US 90) (SRC)	SR 281/Avalon Boulevard	SR 87/Stewart Street	Bicycle	Restripe Candidate
NA	25	Chiefs Way (SR 294) (ESC)	SR 295/New Warrington Road	US 98/Navy Boulevard	Bicycle	Add Paved Shoulders - Minor
NA	26	Garden Street/Alcaniz SR 30 (US 98) (ESC)	Tarragona Street	Gregory Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	27	Chiefs Way (SR 294) (ESC)	SR 295/New Warrington Road	US 98/Navy Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)
NA	28	Chase Street/1 Way EB (Bus US 98) (ESC)	North Palafox Street	9th Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	29	E Burgess Road (SR 742) (ESC)	Plantation Road	Davis Highway/SR 291	Bicycle	Add Paved Shoulders - Major
NA	30	Bayou Boulevard & Perry Avenue (ESC)	Hyde Park Road	Baldwin Avenue	Bicycle	Add Paved Shoulders - Minor
NA	31	Bayou Boulevard & Perry Avenue (ESC)	Hyde Park Road	Baldwin Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	32	17th Avenue (ESC)	Bayfront Parkway	South of RR Tracks	Bicycle	DCSN
NA	33	Fairfield Drive (SR 727) (ESC)	Bruce St	Mobile Highway/US 90	Bicycle	Add Paved Shoulders – Minor

Table 13: FY 20 - 24 Bicycle & Pedestrian Project Priorities – Florida

FDOT Item-Segment	FY 20-24 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
NA	34	17th Avenue (ESC)	S of RR Tracks	Cervantes Street/US 90	Bicycle	DCSN
NA	35	W Burgess Road (SR 742) (ESC)	SR 95/Pensacola Boulevard	CR 95A/Old Palafox Highway	Bicycle	Add Paved Shoulders - Major
NA	36	Navy Boulevard (SR 295) (ESC)	Bayou Grande Bridge NE	SR 292/Barrancas Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	37	12th Avenue (ESC)	Fairfield Drive	Bayou Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)
NA	38	Bayou Boulevard & Perry Avenue (ESC)	Baldwin Avenue	DuPont Drive	Bicycle	Add Paved Shoulders - Minor
NA	39	Davis Highway (SR 291) (ESC)	University Parkway	Nine Mile Road/US 90A	Pedestrian	Add Sidewalk (Minor Regrading)
NA	40	Lillian Highway (SR 298) (ESC)	Blue Angel Parkway/SR 173	Fairfield Drive/SR 727	Bicycle	Add Paved Shoulders - Major
NA	41	9th Avenue (SR 289) (ESC)	Dunmire Street	Beau Terra Lane	Bicycle	DCSN
NA	42	Jackson Street (CR 298A) (ESC)	"W" Street	Pace Boulevard	Bicycle	Add Paved Shoulders - Minor
NA	43	Fairfield Drive (SR 727) (ESC)	Bruce Street	Mobile Highway/US 90	Pedestrian	Add Sidewalk (Minor Regrading)
NA	44	Saufley Field Road (CR 296) (ESC)	Blue Angel Parkway	Muldoon Road	Pedestrian	Add Sidewalk (Minor Regrading)
NA	45	Oriole Beach Road (SRC)	Palm Rd	US 98	Bicycle	DCSN
NA	46	Scenic Highway SR 10A(US 90) (ESC)	I-10/SR 8	Baybrook Drive	Pedestrian	Add Sidewalk (Major Regrading)
NA	47	Bayou Boulevard & Perry Avenue (ESC)	Baldwin Avenue	DuPont Drive	Pedestrian	Add Sidewalk (Minor Regrading)
NA	48	Sorrento Road (SR 292) (ESC)	Gulf Beach Highway	Doug Ford Drive	Bicycle	Add Paved Shoulders - Major
NA	49	Main Street (ESC)	Baylen Street	Tarragona Street	Bicycle	DCSN
NA	50	E Street (CR 443) (ESC)	Yonge Street	Cross Street	Bicycle	DCSN
NA	51	Fairfield Drive (SR 295) (ESC)	Davis Highway	SR 289/9th Avenue	Bicycle	DCSN
NA	52	E Burgess Road (SR 742) (ESC)	Plantation Road	Davis Highway/SR 291	Pedestrian	Add Sidewalk (Major Regrading)
NA	53	Gregory Street/1 Way WB (US 98) (ESC)	9th Avenue	Bayfront Parkway/Chase Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	54	Olive Road (SR 290) (ESC)	9th Avenue/SR 289	Scenic Highway/SR 10A	Pedestrian	Add Sidewalk (Minor Regrading)
NA	55	Navy Boulevard (SR 295) (ESC)	US 98	SR 295/New Warrington Road	Bicycle	DCSN
NA	56	W Street (CR 453) (ESC)	Cervantes Street	Fairfield Drive	Pedestrian	Add Sidewalk (Minor Regrading)

Table 13: FY 20 - 24 Bicycle & Pedestrian Project Priorities – Florida

FDOT Item-Segment	FY 20-24 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
NA	57	Bauer Road (CR 293) (ESC)	Sorrento Road	Meadson Road	Pedestrian	Add Sidewalk (Major Regrading)
NA	58	New Warrington Road (SR 295) (ESC)	US 98/Navy Boulevard	Martha Lane	Bicycle	Add Paved Shoulders - Minor
NA	59	Mobile Highway SR 10A (US 90) (ESC)	Bellview Avenue	Pine Forest Road/CR 297	Pedestrian	Add Sidewalk (Major Regrading)
NA	60	Sorrento Rd /Gulf Beach Hwy SR 292 (ESC)	Blue Angel Parkway/SR 173	Dog Track Road	Bicycle	Add Paved Shoulders - Major
NA	61	SR 30 (US 98) (SRC)	Fairpoint Drive	Bay Bridge Drive	Bicycle	DCSN
NA	62	Main Street (ESC)	"A" Street	Baylen Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	63	Bayou Boulevard & Perry Avenue (ESC)	Cervantes Street/US 90	Hyde Park Road	Pedestrian	Add Sidewalk (Minor Regrading)
NA	64	New Warrington Spur (SR 295) (ESC)	Martha Lane	Mobile Highway Interchange	Pedestrian	Add Sidewalk (Minor Regrading)
NA	65	Jackson Street (CR 298A) (ESC)	"W" Street	Pace Boulevard	Pedestrian	Add Sidewalk (Minor Regrading)
NA	66	SR 95 (US 29) (ESC)	Tree Street	Morris Avenue	Pedestrian	Add Sidewalk (Minor Regrading)
NA	67	Olive Road (SR 290) (ESC)	Davis Highway/SR 291	Kipling Street	Pedestrian	Add Sidewalk (Major Regrading)
NA	68	Mobile Highway SR 10A (US 90) (ESC)	Massachusetts Avenue	Saufley Field Road/CR 296	Pedestrian	Add Sidewalk (Major Regrading)
NA	69	Jackson Street(CR 298A) (ESC)	Pace Boulevard	"A" Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	70	Pensacola Beach Boulevard CR 399 (ESC)	North end of Bob Sikes Bridge	Via de Luna Drive	Pedestrian	Add Sidewalk (Minor Regrading)
NA	71	W Burgess Road (SR 742) (ESC)	SR 95/Pensacola Boulevard	CR 95A/Old Palafox Highway	Pedestrian	Add Sidewalk (Major Regrading)
NA	72	E Burgess Road (SR 742) (ESC)	Confederate Drive	Creighton Road	Pedestrian	Add Sidewalk (Major Regrading)
NA	73	Davis Highway (SR 291) (ESC)	Brent Lane/SR 296	Burgess Road/SR 742	Pedestrian	Add Sidewalk (Minor Regrading)
NA	74	Fairfield Drive (SR 727) (ESC)	65th Avenue	Bruce Street	Pedestrian	Add Sidewalk (Minor Regrading)
NA	75	E Burgess Road (SR 742) (ESC)	Sanders Street	Lanier Drive	Pedestrian	Add Sidewalk (Major Regrading)

Table 14: FY 20 - 24 Committed Bicycle & Pedestrian Project Priorities – Alabama

Not Subject to Priority Ranking

Construction funded in the first three years of the Transportation Improvement Program or Underway

ALDOT Item-Segment	Road Name	From	To	Mode	Recommended Facility Type/Improvement
100060029	SR 42 (Alabama US 98) (BAL)	Barclay Avenue	Alabama State Line	Bicycle	Add Paved Shoulders – Major Funded FY 18/19

Table 15: FY 20 - 24 Bicycle & Pedestrian Project Priorities – Alabama

ALDOT Item Segment	FY 20-24 Priority Ranking	Road Name	From	To	Mode	Recommended Facility Type/Improvement
100063403 100063404	1	CR 99 (BAL)	Carrier Drive	Spanish Cove Drive	Bicycle	Add Paved Shoulders (Major Regrading)
100063634 100063640	2	CR 99 (BAL)	CR 91	Carrier Drive	Bicycle	Add Paved Shoulders (Major Regrading)
100063635 100063641	3	SR 42 Alabama US 98 (BAL)	Hillcrest Road	Barclay Avenue	Bicycle	Add Paved Shoulders – Major
100068456	4	SR 42 Alabama US 98 (BAL)	Barclay Avenue	Alabama State Line	Pedestrian	Add Sidewalk (Major Regrading)
N/A	5	CR 99 (BAL)	Carrier Drive	Spanish Cove Drive	Pedestrian	Add Sidewalk (Major Regrading)
N/A	6	SR 42 Alabama US 98 (BAL)	SR 91 Sycamore	Hillcrest Road	Bicycle	Add Paved Shoulders – Major
N/A	7	SR 42 Alabama US 98 (BAL)	Hillcrest Road	Barclay Avenue	Pedestrian	Add Sidewalk (Major Regrading)
N/A	8	CR 91 (BAL)	CR 99	US 98	Pedestrian	Add Sidewalk (Major Regrading)
N/A	9	SR 42 Alabama US 98 (BAL)	SR 91 Sycamore	Hillcrest Road	Pedestrian	Add Sidewalk (Major Regrading)
N/A	10	CR 99 (BAL)	CR 91	Carrier Drive	Pedestrian	Add Sidewalk (Major Regrading)

Table 16: FY 20 - 24 Escambia County Public Transportation Priorities Listed by Grant

FDOT Item Segment#	Funding Source	%	Project Description	Proposed FY 20 2019-2020	Proposed FY 21 2020-2021	Proposed FY 22 2021-2022	Proposed FY 23 2022-2023	Proposed FY 24 2023-2024
NA	TD – Escambia Trip & Equip Local Funds	90% 10%	Provide non sponsored trips and/or capital equipment to the trans disadv	666,815 74,091	666,815 74,091	666,815 74,091	666,815 74,091	666,815 74,091
NA	TD – Escambia Planning	100%	Planning agency duties for trans disadv planning related service	25,275	25,275	25,275	25,275	25,275
421717	FTA 5305 State Local Funds	80% 10% 10%	FL-AL TPO Planning grant funds	137,184 17,148 17,148	137,184 17,148 17,148	137,184 17,148 17,148	137,184 17,148 17,148	137,184 17,148 17,148
429262-1	FTA 5307 Toll Revenue Credit	80% 20%	Capital – prev. maint, replacement vehicles, expansion vehicles, signage, shelters, transit centers, misc. equip, security and training	2,200,000 550,000	2,200,000 550,000	2,200,000 550,00	2,200,000 550,000	2,200,000 550,000
421733-1[1]	FTA 5307 FLEX Toll Revenue Credit	80% 20%	Capital – prev. maint, replacement vehicles, expansion vehicles, signage, shelters, transit centers, misc. equip, security and training	300,000 75,000	300,000 75,000	300,000 75,000	300,000 75,000	300,000 75,000
430995-3	FTA 5307 Local Funds	50% 50%	Operating Assistance (Operating costs for equipment and facilities & JARC Projects)	2,000,000 2,000,000	2,000,000 2,000,000	1,000,000 1,000,000	1,000,000 1,000,000	1,000,000 1,000,000

[1]*Federal funds of $300,000 correspond to the Non-SIS Priority 4 in Table 2.*

Table 16: FY 20 - 24 Escambia County Public Transportation Priorities Listed by Grant

FDOT Item Segment#	Funding Source	%	Project Description	Proposed FY 20 2019-2020	Proposed FY 21 2020-2021	Proposed FY 22 2021-2022	Proposed FY 23 2022-2023	Proposed FY 24 2023-2024
430995-4	FTA 5339 Toll Revenue Credit	80% 20%	Capital – bus and bus related facilities	300,084 75,021	300,084 75,021	300,084 75,021	300,084 75,021	300,084 75,021
N/A	FTA 5310 State Local Funds	80% 10% 10%	Capital – Enhanced Mobility of Seniors and Individuals with Disabilities	350,000 43,750 43,750	350,000 43,750 43,750	350,000 43,750 43,750	350,000 43,750 43,750	350,000 43,750 43,750
430995-2	FTA 5310 Local Funds	50% 50%	Operating – Enhanced Mobility of Seniors and Individuals with Disabilities	350,000 350,000	350,000 350,000	350,000 350,000	350,000 350,000	350,000 350,000
422257-1	FDOT Block Grant Local Funds	50% 50%	Operating Assistance – Block Grant	982,815 982,815	1,031,955 1,031,955	1,083,553 1,083,553	1,137,731 1,137,731	1,194,618 1,194,618
NA	FDOT 5311 State Local Funds	80% 10% 10%	Capital – Rural Assistance	185,958 23,245 23,245	185,958 23,245 23,245	185,958 23,245 23,245	185,958 23,245 23,245	185,958 23,245 23,245
421368-2	FDOT 5311 Local Funds	50% 50%	Operating – Rural Assistance	230,000 230,000	230,000 230,000	230,000 230,000	230,000 230,000	230,000 230,000
422260-1	FDOT	100%	Urban Corridor	447,081	450,000	445,290	458,649	458,649

Table 17: FY 20 - 24 Santa Rosa County Public Transportation Priorities Listed by Grant

FDOT Item Segment#	Funding Source	%	Project Description	Proposed FY 20 2019-2020	Proposed FY 21 2020-2021	Proposed FY 22 2021-2022	Proposed FY 23 2022-2023	Proposed FY 24 2023-2024
NA	TD – Santa Rosa T&E Local Funds	90% 10%	Provide non sponsored trips and/or capital equipment to the trans disadv	395,107 43,901	395,107 43,901	395,107 43,901	395,107 43,901	395,107 43,901
NA	TD – Santa Rosa Planning	100%	For planning agency to provide trans disadv planning related service	22,177	22,177	22,177	22,177	22,177
421371-3	FTA 5310 State Local Funds	80% 10% 10%	Capital – Enhanced Mobility of Seniors and Individuals with Disabilities	150,000 18,750 18,750	150,000 18,750 18,750	150,000 18,750 18,750	150,000 18,750 18,750	150,000 18,750 18,750
421371-4	FDOT 5311 Local Funds	50% 50%	Operating – Rural Assistance	130,000 130,000	130,000 130,000	130,000 130,000	130,000 130,000	130,000 130,000

Table 18: FY 20 - 24 Pensacola International Airport Aviation Project Priorities

2020

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	4357176	Construct Hangar Improvements	7,500,000	7,500,000		15,000,000
2	TBA	Customs and Border Patrol General Aviation Facility - Construction	250,000		2,250,000	2,500,000
3	TBA	Taxiway A Rehabilitation - Design	2,500		22,500	25,000
4	TBA	Taxiway B Rehabilitation - Design	2,500		22,500	25,000
5	4296095	Runway 17/35 Extension – Environmental Assessment	750,000			750,000
6	4357173	GPS Approach Runway 17/35 Extension	50,000	50,000	900,000	1.000,000
		FY 20 Total	8,555,000	7,550,000	3,195.000	19,300,000

Table 18: FY 20 - 24 Pensacola International Airport Aviation Project Priorities

2021

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	4357175	Relocate Helicopter Operations	84,600	84,600	1,530,000	1,699,200
2	TBA	Taxiway A Rehabilitation Phase I – Construction	236,900		2,132,100	2,369,000
3	TBA	Taxiway B Rehabilitation Phase II - Construction	236,100		2,124,900	2,361,000
4	4074361	Airfield Lighting (LED) Rehabilitation - Design	15,000		135,000	150,000
5	TBA	Rehabilitate SW Apron - Design	200,000			200,000
		FY 21 Total	772,600	84,600	5,922,000	6,779,200

Table 18: FY 20 - 24 Pensacola International Airport Aviation Project Priorities

2022

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	TBA	Rehabilitate SW Apron - Construction	125,000	125,000	2,250,000	2,500,000
2	TBA	Industrial Apron - Design	30,000		270,000	300,000
3	TBA	Airfield Lighting (LED) Rehabilitation - Construction	155,500		1,399,500	1,555,000
4	TBA	GA Ramp Expansion - Design	30,000		570,000	600,000
5	4357177	Runway 8/26 Pavement Rehabilitation – Design/Bid	650,000	650,000	11,700,000	13,000,000
		FY 22 Total	990,500	775,000	16,189,500	17,955,000

Table 18: FY 20 - 24 Pensacola International Airport Aviation Project Priorities

2023

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	TBA	Runway 17/35 Extension – Design	750,000	750,000		1,500,000
2	4203006	Taxiway C Rehabilitation - Design	2,500		22,500	25,000
3	4203006	Taxiway D Rehabilitation - Design	2,500		22,500	25.000
3	4203005	Industrial Apron - Construction	500,000	500,000	9,000,000	10,000,000
4	4203004	GA Ramp Expansion - Design	150,000	150,000	2,700,000	3,000,000
		FY 23 Total	1,405,000	1,400,000	11,745,000	14,550,000

Table 18: FY 20 - 24 Pensacola International Airport Aviation Project Priorities

2024

Priority Ranking	FDOT Item-Segment	Description	Local	FDOT	FAA/Federal	Total
1	TBA	Taxiway C Rehabilitation - Construction	25,000	25,000		50,000
2	TBA	Taxiway D Rehabilitation - Construction	25,000	25,000		50,000
3	TBA	Industrial Apron - Construction	500,000	500,000	9,000,000	10,000,000
4	TBA	GA Ramp Expansion - Construction	150,000	150,000	2,700,000	3,000,000
		FY 24 Total	700,000	700,000	11,700.000	13,100,000

Table 19: FY 20 - 24 Peter Prince Airport Aviation Project Priorities

2020

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	4256336	Construct T Hangar (10 units) & Apron	150,000	600,000		750,000
2	TBA	Rehabilitate/Replace Airfield Signage	2,500	2,500	45,000	50,000

2021

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	4256337	Rehabilitation / Widening of Existing East Taxiways	55,000	55,000	990,000	1,100,000
2	TBA	Renovate Existing FBO facilities on West Apron	15,000	15,000	270,000	300,000

2022

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	4222943	Rehabilitation and Widening of Existing West Taxiway	91,855	91,855	1,653,390	1,837,100

Table 19: FY 20 - 24 Peter Prince Airport Aviation Project Priorities

2023

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	4159313	Replace/Upgrade Airport Security Perimeter Fence	30,000	120,000		150,000
2	4159314	Replace/Upgrade Runway/Taxiway Lighting	40,000	160,000		200,000

2024

Priority	FDOT Item-Segment	Description	Local	FDOT	FAA	Total
1	TBA	Construct T Hangar (10 units) & Apron	150,000	600,000		750,000

Table 20: FY 20 - 24 Port of Pensacola Seaport Project Priorities

2020

Project Priority	Project Description	FSTED	CITY	TBD	Estimated Cost
1	Berth 6 Rehabilitation - Construction Phases II	2,200,000	1,000,000		3,200,000

2021

Project Priority	Project Description	FSTED	CITY	TBD	Estimated Cost
1	Dredging of Berths 1, 2, 3, 5, 6	500,000	250,000		750,000
2	Rail Line and Switch Replacement	250,000	250,000		500,000

FSTED = Florida Seaport Transportation Economic Development Council
TBD=To Be Determined
Please note the city share is estimated. Exact Cost to be determined.

Table 20: FY 20 - 24 Port of Pensacola Seaport Project Priorities

2022

Project Priority	Project Description	FSTED	CITY	TBD	Estimated Cost
1	Berth 6 Rehabilitation - Construction Phase III	3,750,000	1,250,000		5,000,000
2	Berth 5 Condition Assessment	250,000	62,500		312,500
3	Rail Line and Switch Replacement		TBD	500,000	500,000

2023

Project Priority	Project Description	FSTED	CITY	TBD	Estimated Cost
1	Berth 5 Rehabilitation - Design Phase		TBD	TBD	TBD

2024

Project Priority	Project Description	FSTED	CITY	TBD	Estimated Cost
1	Berth 5 Rehabilitation – Construction Phase		TBD	TBD	TBD

FSTED = Florida Seaport Transportation Economic Development Council
TBD=To Be Determined
Please note the city share is estimated. Exact Cost to be determined

Table 21: FY 20 - 24 Bridge Replacement Project Priorities – Florida

Not Subject to Priority Ranking

Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement
US98 (SR 30) Phillip D. Beall Sr. Bridge (ESC/SRC)	Pensacola	Gulf Breeze	PD&E Study – Complete Design – Underway ROW – Complete Construction – Underway	Replacement of existing bridge with a 6 lane facility
Quintette Road Bridge	Escambia County Side Landfall	Santa Rosa County Side Landfall	PD&E – Not Complete Design – Not Complete ROW – Not Complete Construction – Not Complete	Replacement of existing bridge over Escambia River

Table 22: FY 20 - 24 Bridge Project Priorities – Alabama
Not Subject to Priority Ranking

Project Name	From	To	Phases in Green are Cost Feasible with State/Federal Funds in the 2040 LRTP - Red phases are NOT Cost Feasible with State/Federal Funds	Improvement
Gulf Coast Intracoastal Waterway Bridge	SR 180 (Canal Road)	Foley Beach Express	PD&E Study – Complete Design – Underway ROW – FY 17/18 Construction – FY 18/19	Construction of new 2-lane bridge with Right of Way for 4 lanes
Wolf Bay Bridge and Connecting Roads	SR 180 (Canal Road)	CR 20	PD&E – Underway Design – FY 18/19 ROW – FY 19/20 Construction – FY 20/21	Construction of new 2 lane bridge and connecting roads

Table 23: FY 20 - 24 Congestion Mitigation and Air Quality (CMAQ) Project Priorities

FDOT Item-Segment	FY 20-24 Priority Ranking	Description	Estimated Costs
NA	1	**Northwest Florida Clean Cities Coalition** Support staffing of the coalition by the TPO, development of a 5 year Implementation Plan and application for designation as a Clean Cities Coalition by the U.S. Dept. of Energy.	$50,000
NA	2	**TPO Alternatives Fuel Initiative** This initiative provides for the conversion of fleets within the TPO region to alternative fuels (CNG, biofuel, electric, etc.) as well as the provision of fuel delivery infrastructure.	$200,000
NA	3	**TPO Commuter Services Program** Funds support administration of the Program by the TPO, software maintenance, outreach and other promotional efforts.	$75,000

Appendix A – Regional Intelligent Transportation System (ITS) Plan Projects

Escambia-Santa Rosa Regional Advanced Traffic Management System (ATMS) Florida – Alabama TPO

Florida-Alabama TPO
Transportation Planning Organization

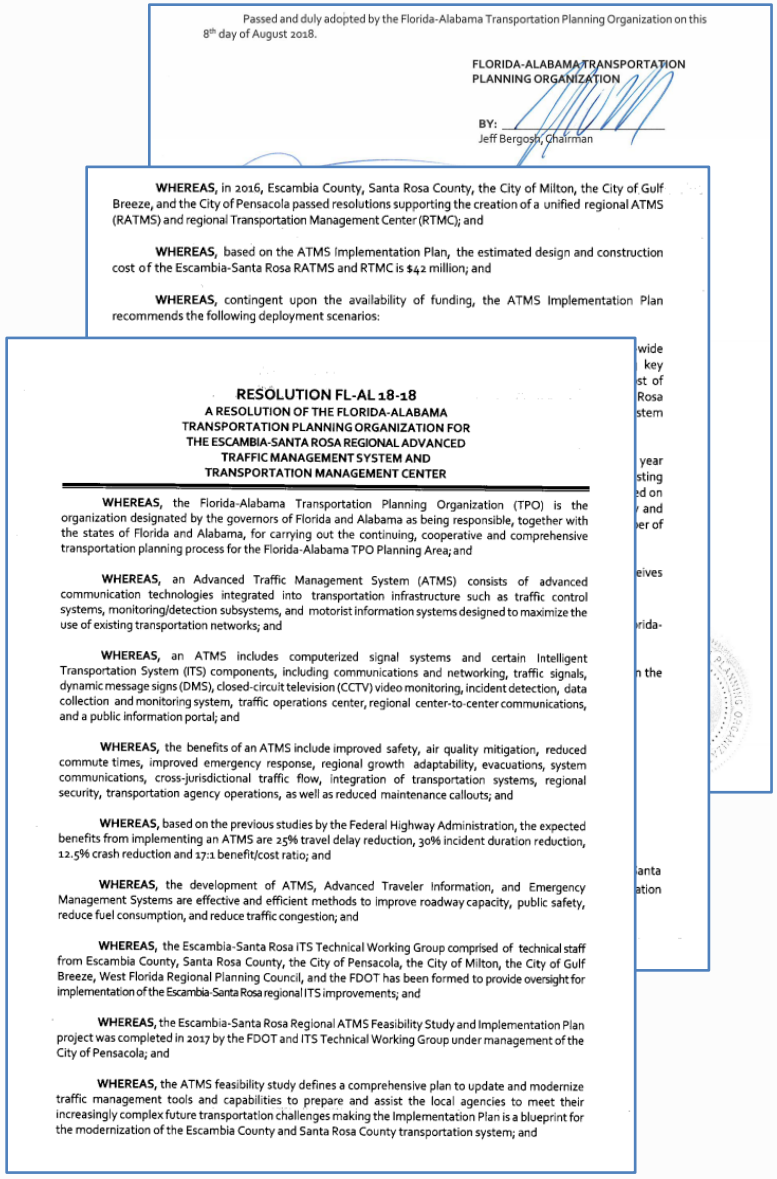
TCC/CAC Meeting: September 10, 2018
TPO Meeting: September 12, 2018

Ben Faust, P.E.

Escambia-Santa Rosa Regional ATMS

Information regarding Resolution 18-18 approved at the August 8th FL-AL TPO meeting:

- Details on initial project
- Operational costs
- Funding options



Passed and duly adopted by the Florida-Alabama Transportation Planning Organization on this 8th day of August 2018.

FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

BY: _____
Jeff Bergosh, Chairman

WHEREAS, in 2016, Escambia County, Santa Rosa County, the City of Milton, the City of Gulf Breeze, and the City of Pensacola passed resolutions supporting the creation of a unified regional ATMS (RATMS) and regional Transportation Management Center (RTMC); and

WHEREAS, based on the ATMS Implementation Plan, the estimated design and construction cost of the Escambia-Santa Rosa RATMS and RTMC is $42 million; and

WHEREAS, contingent upon the availability of funding, the ATMS Implementation Plan recommends the following deployment scenarios:

RESOLUTION FL-AL 18-18
A RESOLUTION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION FOR THE ESCAMBIA-SANTA ROSA REGIONAL ADVANCED TRAFFIC MANAGEMENT SYSTEM AND TRANSPORTATION MANAGEMENT CENTER

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the governors of Florida and Alabama as being responsible, together with the states of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

WHEREAS, an Advanced Traffic Management System (ATMS) consists of advanced communication technologies integrated into transportation infrastructure such as traffic control systems, monitoring/detection subsystems, and motorist information systems designed to maximize the use of existing transportation networks; and

WHEREAS, an ATMS includes computerized signal systems and certain Intelligent Transportation System (ITS) components, including communications and networking, traffic signals, dynamic message signs (DMS), closed-circuit television (CCTV) video monitoring, incident detection, data collection and monitoring system, traffic operations center, regional center-to-center communications, and a public information portal; and

WHEREAS, the benefits of an ATMS include improved safety, air quality mitigation, reduced commute times, improved emergency response, regional growth adaptability, evacuations, system communications, cross-jurisdictional traffic flow, integration of transportation systems, regional security, transportation agency operations, as well as reduced maintenance callouts; and

WHEREAS, based on the previous studies by the Federal Highway Administration, the expected benefits from implementing an ATMS are 25% travel delay reduction, 30% incident duration reduction, 12.5% crash reduction and 17:1 benefit/cost ratio; and

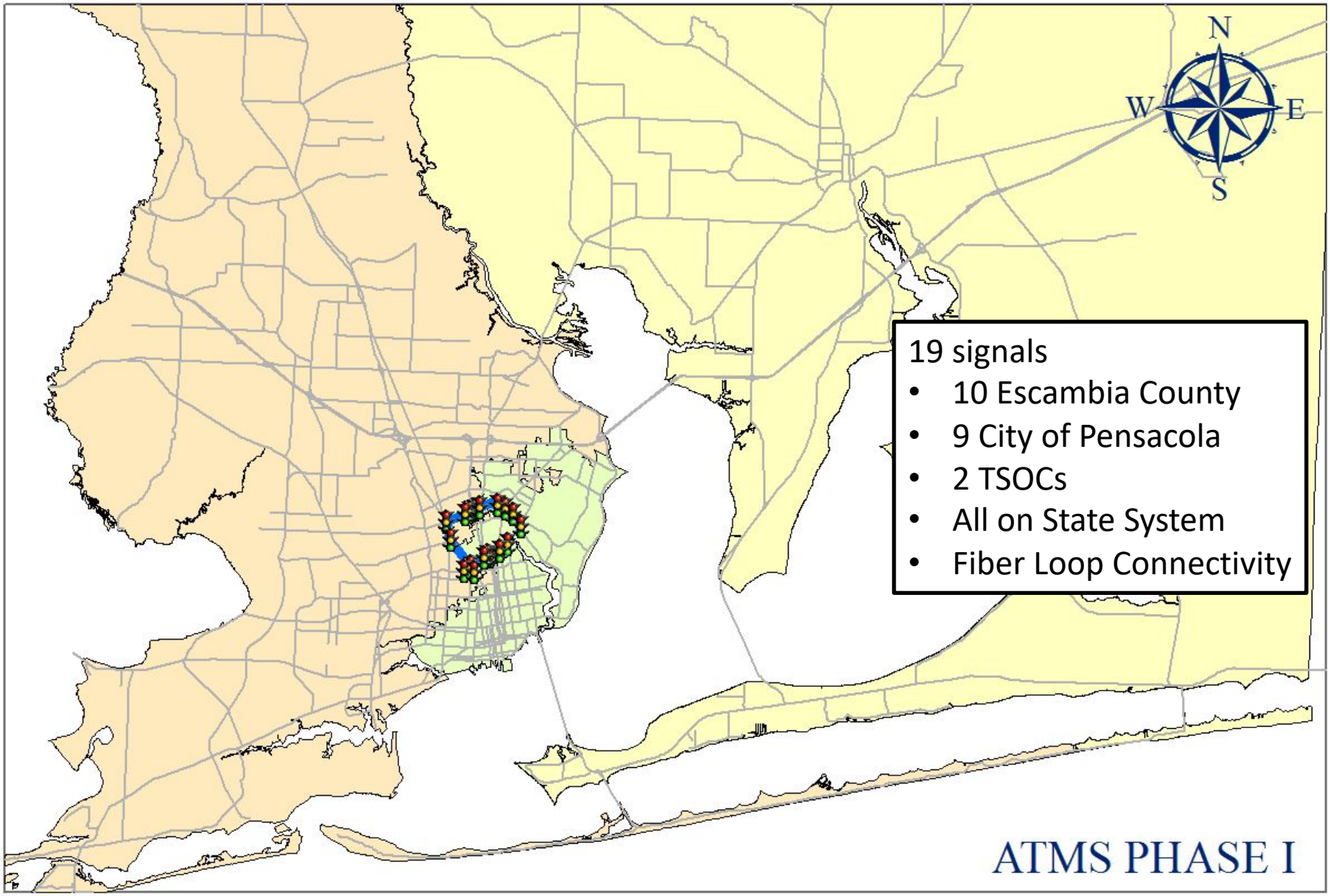
WHEREAS, the development of ATMS, Advanced Traveler Information, and Emergency Management Systems are effective and efficient methods to improve roadway capacity, public safety, reduce fuel consumption, and reduce traffic congestion; and

WHEREAS, the Escambia-Santa Rosa ITS Technical Working Group comprised of technical staff from Escambia County, Santa Rosa County, the City of Pensacola, the City of Milton, the City of Gulf Breeze, West Florida Regional Planning Council, and the FDOT has been formed to provide oversight for implementation of the Escambia-Santa Rosa regional ITS improvements; and

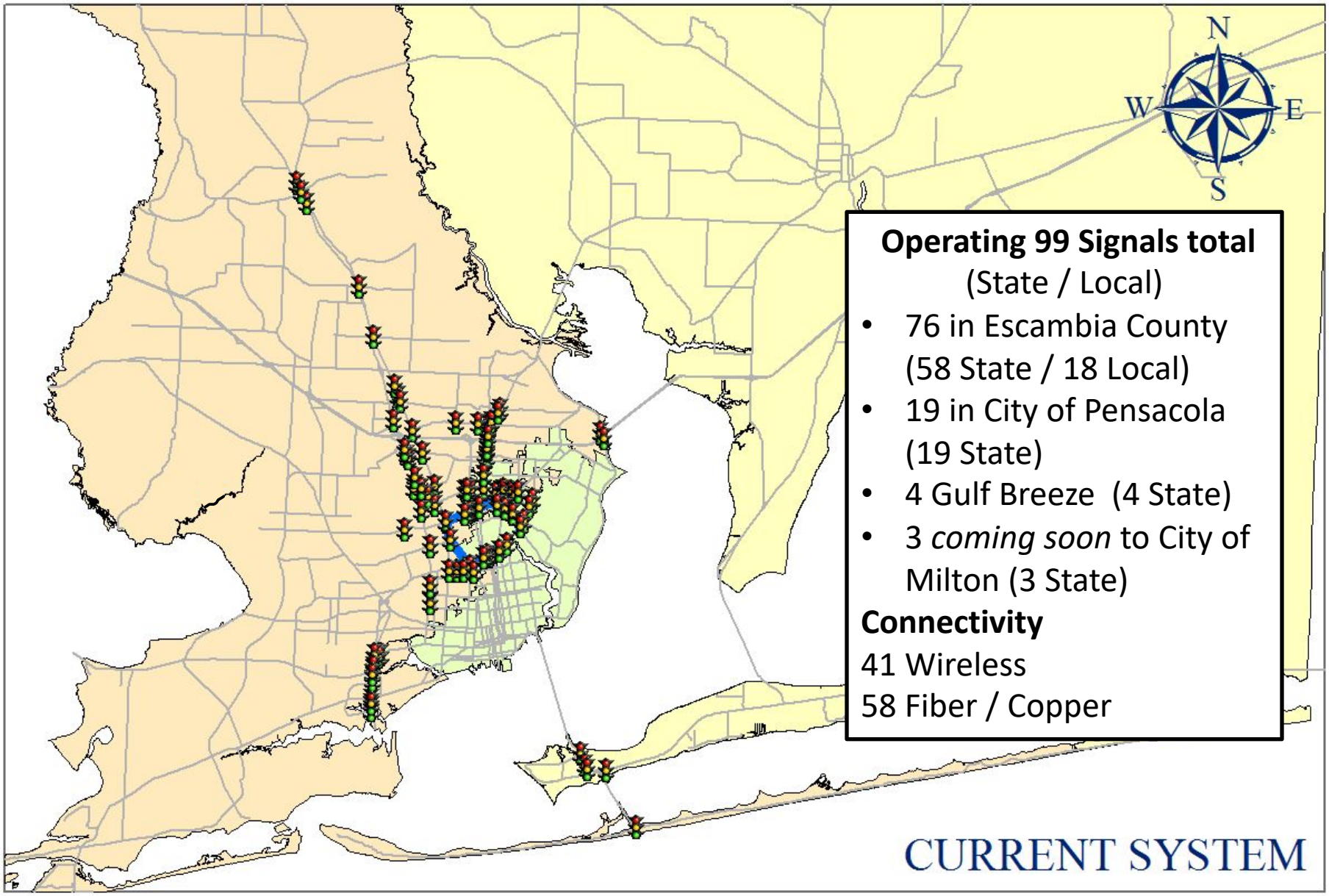
WHEREAS, the Escambia-Santa Rosa Regional ATMS Feasibility Study and Implementation Plan project was completed in 2017 by the FDOT and ITS Technical Working Group under management of the City of Pensacola; and

WHEREAS, the ATMS feasibility study defines a comprehensive plan to update and modernize traffic management tools and capabilities to prepare and assist the local agencies to meet their increasingly complex future transportation challenges making the Implementation Plan is a blueprint for the modernization of the Escambia County and Santa Rosa County transportation system; and

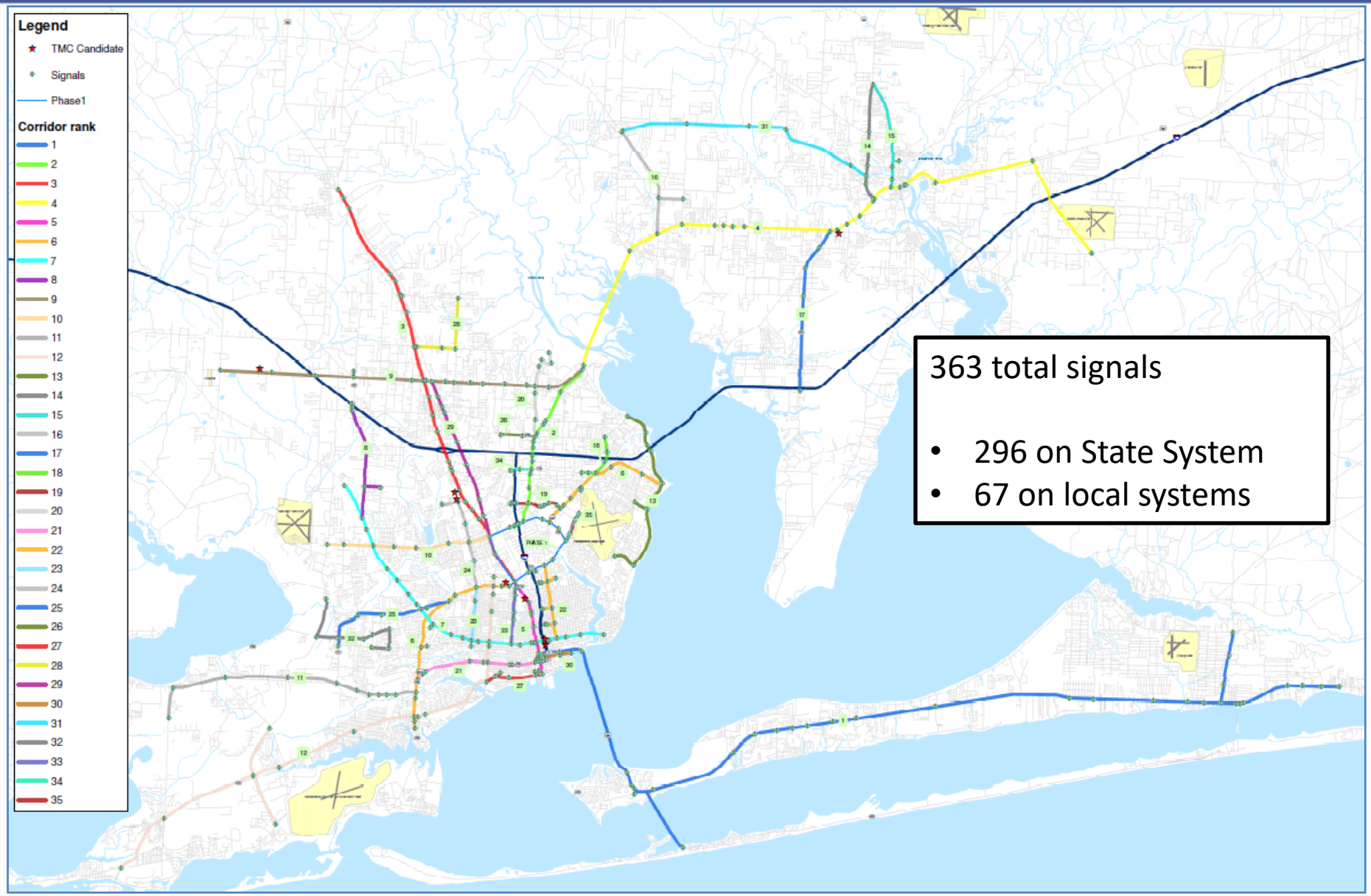
ATMS Phase I


N
W
E
S
19 signals
• 10 Escambia County
• 9 City of Pensacola
• 2 TSOCs
• All on State System
• Fiber Loop Connectivity
ATMS PHASE I

Current ATMS System



Regional Network



Corridor Prioritization – Implementation Plan

Rank	Corridor	From	To	Length (Mi)	AADT
23	W Street (CR 453)	Jackson Street (			
24	W Street (CR 453)	Massachusetts A			
	Marcus Pointe Boulevard	Enterprise Drive			
25	Fairfield Drive (SR 727)	Jackson Street (			
26	Olive Road (SR 290)	Cody Lane			
27	Main Street	Barrancas Aven 292)			
	Barrancas Avenue	Pace Boulevard			
	Spring Street	Main Street			
	Government Street	Spring Street			
28	Chemstrand Road (CR 749)	Ten Mile Road			
	Ten Mile Road	Pensacola Boul 29)			
29	Palafox Street (CR 95A)	Pensacola Boul 29)			
30	Chase Street	Baylen Street			
31	Berryhill Road (CR 184A)	Chumuckla Hig 197)			
32	Lillian Highway (SR 298)	Blue Angel Parl 173)			
	Blue Angel Parkway (SR 173)	Lillian Highway			
	N 57th Avenue	Jackson Street (			
	Jackson Street (CR 298A)	N 65th Avenue			
33	E Street (CR 443)	Cervantes Stree US 98)	752)	1.7	7709
34	Creighton Street (SR 742)	Hilburn Road	Davis Highway (SR 291)	0.7	--
35	N 12th Avenue/Tippin Avenue	Bayou Boulevard (SR 296)	College Boulevard	0.9	6300

Rank	Corridor	From	To
	Bauer Road (CR 293)	West Escambia County Sports Complex	Lillian Highway (US 98)
12	Sorrento Road/Gulf Beach Highway/ Barrancas Avenue/Pace Blvd (SR 292)	Gulf Beach Highway (CR 292A)	Herman Street
	Blue Angel Parkway (SR 173)	Gulf Beach Highway (CR 292A)	Dog Track Road (CR 297)
13	Cervantes Street/Scenic Highway (US 90)	Summit Boulevard	Olive Road (SR 290)
	Langley Avenue	Spanish Trail Road	Scenic Highway (US 90)
	Summit Boulevard	Spanish Trail Road	Scenic Highway (US 90)
14	Dogwood Drive (SR 89)	Caroline Street (US 90)	Stewart Street (SR 87)
15	Stewart Street (SR 87)	Caroline Street (US 90)	Dogwood Drive (SR 89)
	Munson Highway (SR191)	Stewart Street (SR 87)	Alabama St (CR 87A)
16	Chumuckla Highway (CR 197)	(US 90)	Woodbine Road (CR 197A)
	Norris Rd (CR 197B)	Chumuckla Highway (CR 197 Spur)	Spencer Field Rd
17	Avalon Boulevard (SR 281)	(US 90)	Interstate 10
18	9th Avenue (SR 289)	Creighton Road (SR 742)	Olive Road (SR 290)
	Creighton Road (SR 742)	Tippin Avenue	9th Avenue (SR 289)
19	Airport Boulevard (SR 750)	Hancock Lane	9th Avenue (SR 289)
20	University Parkway	Davis Highway (SR 291)	Campus Drive
	Campus Drive	University Parkway	Campus Drive
21	Navy Boulevard/Garden Street	Navy Boulevard/New Warrington Drive (SR 295)	Wright Street
	Old Corry Field Road (CR 295A)	Navy Boulevard	Chiefs Way
22	9th Avenue (SR 289)	Cervantes Street (US 90)	Fairfield Drive (SR 295)
	Blount Street	Dr Martin Luther King Jr Blvd (SR 291)	9th Avenue (SR 289)
	Jordan Street	Dr Martin Luther King Jr Blvd (SR 291)	9th Avenue (SR 289)
	Texar Dr (SR 752)	Dr Martin Luther King Jr Blvd (SR 291)	12th Avenue

Table 2-1: Corridor Prioritization

Rank	Corridor	From	To	Length (Mi)	AADT
1	Gregory Street/Pensacola Bay Bridge(US 98)/Gulf Breeze Pkwy(US 98)(SR30)/Navarre Pkwy (US 98)	Palafox Street (US 29)	Orion Parker Boulevard	28.0	37656
	Pensacola Beach Boulevard(SR 399) /Bob Sikes Bridge	Gulf Breeze Parkway (US 98)	Fort Pickens Road/Via Deluna Drive	2.2	25500
	Stewart Street (SR 87)	Navarre Parkway (US 98)	East Bay Boulevard(CR 399)/Turkey Bluff Road	2.1	9882
2	Davis Highway (SR 291)	Brent Lane (SR 296)	9 Mile Road (US 90) /SR 10A	4.5	32184
	9 Mile Road/Davis Highway (Alt US 90)	Davis Highway (SR 291)	Scenic Highway (US 90)	0.4	22447
3	North Palafox Street/Pensacola Boulevard (US 29) (SR 95)	East Fairfield Drive (SR 295)	Morris Avenue/ (CR 95A)	13.2	29733
4	US 90	Alt US 90 (SR 10A)	SR 87	17.1	27140
	SR 87	Caroline Street (US 90)	Nichols Lake Road/Hickory Hammock Road	3.3	11609
5	Palafox Street/US 29 (SR 95)	Main Street	Texar Drive (SR 752)	2.7	9381
6	Navy Boulevard/New Warrington Boulevard/Fairfield Drive (SR 295)	Sunset Avenue	Texar Drive (SR 752)	6.3	25914
	9th Avenue (SR 289)/Creighton Road (SR 742)	Bayou Boulevard (SR 296)	Scenic Highway (US 90)	4.4	25000
	Jackson Street (CR 298A)	New Warrington Boulevard (SR 295)	Old Corry Field Road (CR 295A)	0.2	8478
7	Cervantes Street/Mobile Highway (US 90) (SR 10A)	Perry Avenue	Blue Angel Parkway (SR 173)	10.3	23357
	New Warrington Road (SR 295)	Lillian Highway (SR 298)	Cervantes Street (US 90)	0.4	--
8	Pine Forest Road (SR 297)	Mobile Highway (US 90)	Interstate 10	3.3	26190
	Longleaf Drive	Pine Forest Road (SR 297)	Community Drive	0.5	18453
9	9 Mile Road (US 90 Alt)	Beulah Road (CR 99)	Scenic Highway (US 90)	11.3	22447
10	Saufley Field Drive (SR 296)/Michigan Avenue/ Beverly Parkway/Brent Lane	Blue Angel Parkway (SR 173)	N Palafox Road (US 29)	5.0	22285
11	Lillian Highway (US 98)	Bauer Road (CR 293)	Navy Boulevard (SR 295)	7.5	18928

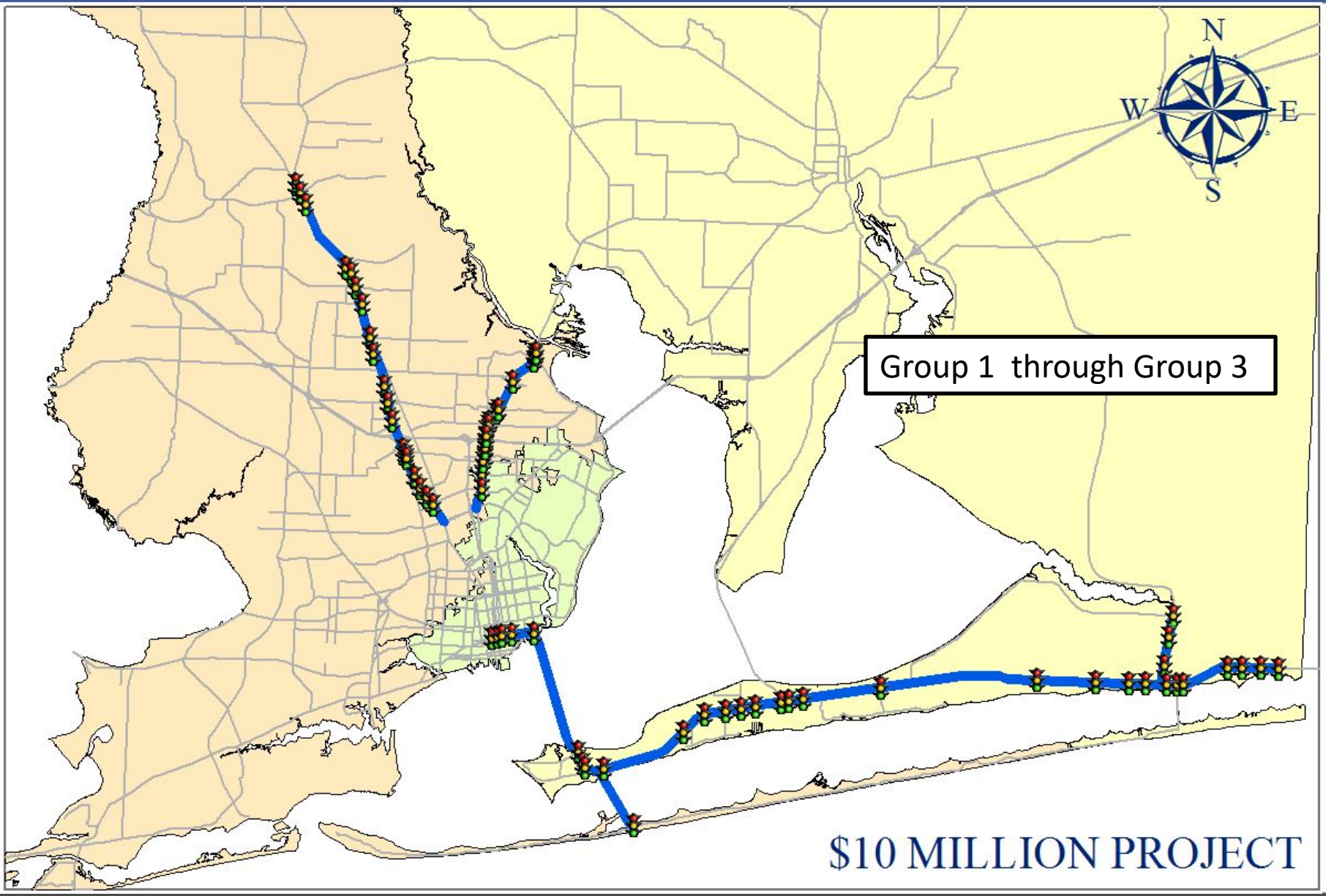
Cost Estimate per Corridor Group

Table 4-1: Cost Estimates Per Corridor

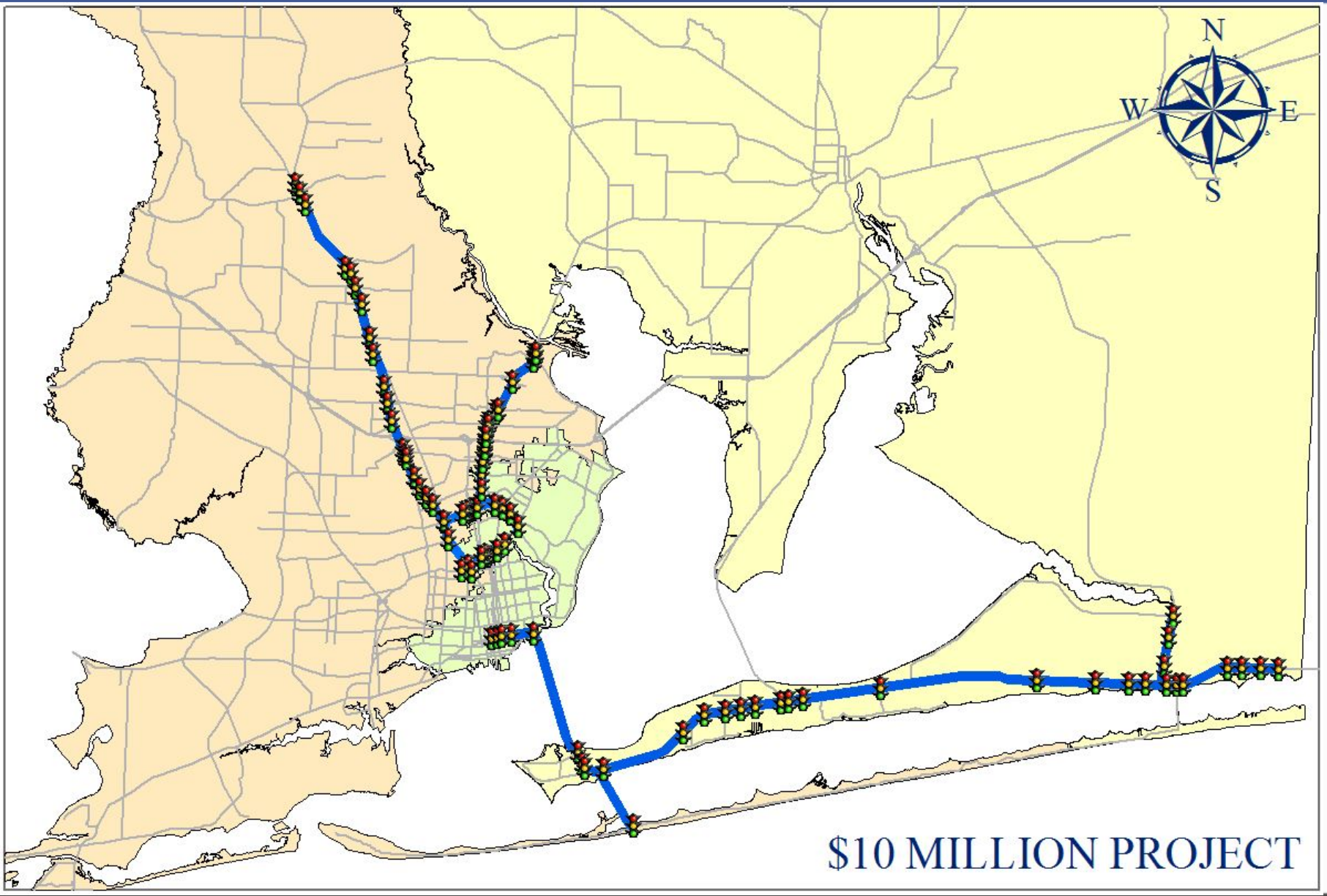
Component	Estimated Cost
RTMC	$5,120,000
Corridor Group 1	$6,202,535
Corridor Group 2	$1,749,525
Corridor Group 3	$2,288,490
Corridor Group 4	$2,947,708
Corridor Group 5	$1,147,991
Corridor Group 6	$3,383,312
Corridor Group 7	$3,001,197
Corridor Group 8	$702,245
Corridor Group 9	$1,959,980
Corridor Group 10	$1,496,149
Corridor Group 11	$1,209,507
Corridor Group 12	$2,089,072
Corridor Group 13	$811,522
Corridor Group 14	$665,887
Corridor Group 15	$255,414
Corridor Group 16	$366,784
Corridor Group 17	$884,410
Corridor Group 18	$440,113
Corridor Group 19	$658,778
Corridor Group 20	$538,988

Component	Estimated Cost
Corridor Group 21	$1,285,047
Corridor Group 22	$882,485
Corridor Group 23	$426,885
Corridor Group 24	$432,316
Corridor Group 25	$652,212
Corridor Group 26	$239,189
Corridor Group 27	$617,207
Corridor Group 28	$329,462
Corridor Group 29	$873,305
Corridor Group 30	$484,843
Corridor Group 31	$381,097
Corridor Group 32	$628,963
Corridor Group 33	$530,440
Corridor Group 34	$216,393
Corridor Group 35	$351,188
Total	$41,130,639

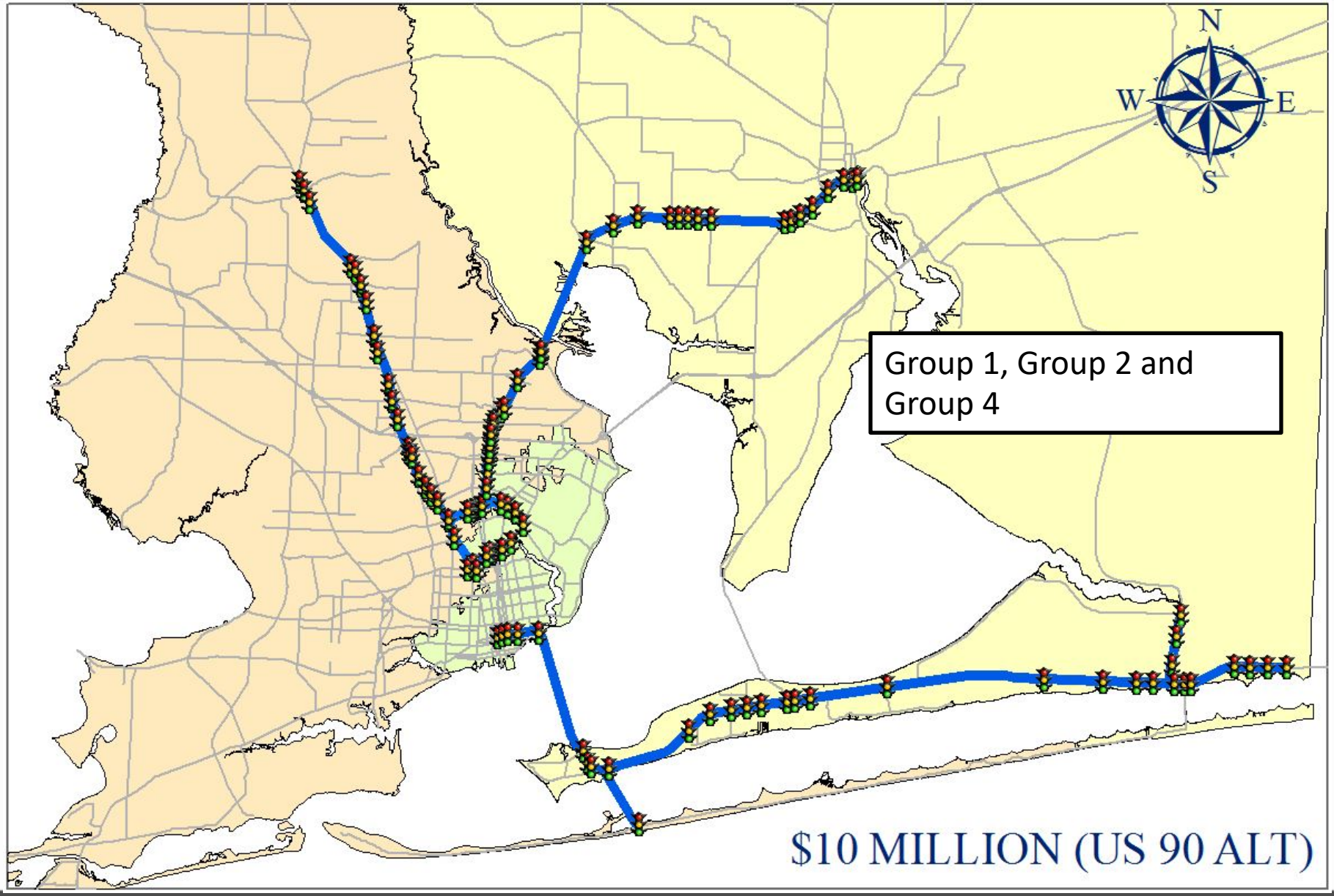
ATMS Phase II – Corridor Groups 1 - 3



ATMS Phase I & Phase II Groups 1 - 3



ATMS Phase I & Phase II – Corridor Groups 1, 2 & 4



Gradual Implementation – Scenario 2

- Assume initial $10 million fund allocation
- Corridor Group 1, 2 & 4 Cost break down
  - Estimated cost of Group 1 $6,202,535
  - Estimated Cost of Group 2 $1,749,525
  - Estimated Cost of Group 4 $2,947,708
  - **Total Estimated Cost** **$10,899,768**

ATMS Procurement Alternatives

Table 4-2: Scoring of Project Procurement and Delivery Methods

	Futureproofing / Interoperability ()	Cost Control ()	Administration of Contract ()	Quality Control ()	Schedule ()	Public Impact ()	Constructability ()	Technical Concept Review ()	Operations & Maintenance ()	Total ()
Design Build Adjusted Score	4	3	2	4	1	4	2	3	5	28
Design Build with Minimum Technical Requirements	2	4	2	3	1	4	2	3	3	24
Design Build with Invitation to Negotiate	1	3	4	3	3	3	2	2	2	23
Traditional Design Bid Build	1	4	4	2	5	3	2	1	1	23
System Manager	1	2	1	2	2	3	2	2	2	17
Public Private Partnership	2	3	5	3	3	3	2	3	3	27
Design Build Operate & Maintain	1	2	1	2	1	4	2	3	1	17

Draft RFP Documents & Concept Plans

PROJECT CORRIDORS AND APPROXIMATE EQUIPMENT LOCATIONS FOR THE ESCAMBIA/SANTA ROSA COUNTY ATMS FEASIBILTY STUDY AND IMPLEMENTATION PLAN PROJECT

ESCAMBIA/SANTA ROSA

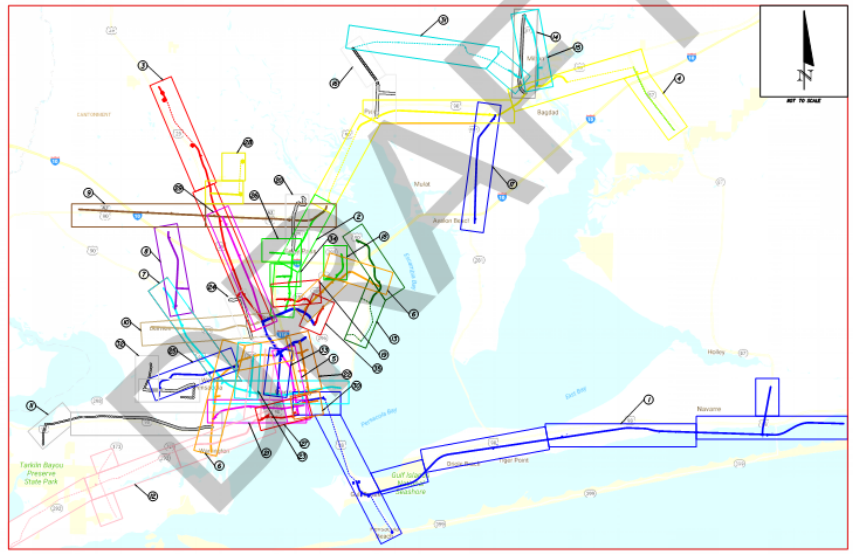
REGIONAL ADVANCED TRAFFIC MANAGEMENT SYSTEM (ATMS) CONCEPT PLANS

INDEX OF SHEETS AND CORRIDORS

SHEET NO.	SHEET DESCRIPTION
SHEET 1	KEY SHEET
SHEETS 2, 3	CORRIDOR 1 (1)
SHEET 4	CORRIDORS 2, 3 (2,3)
SHEETS 5, 6	CORRIDORS 4, 5 (4,5)
SHEET 7	CORRIDOR 6 (6)
SHEET 8	CORRIDOR 7 (7)
SHEET 9	CORRIDORS 8, 9 (8,9)
SHEET 10	CORRIDORS 10, 11 (10,11)
SHEETS 11, 12	CORRIDOR 12 (12)
SHEET 13	CORRIDORS 13-15 (13,14,15)
SHEET 14	CORRIDORS 16-20 (16,17,18,19,20)
SHEET 15	CORRIDORS 21-25 (21,22,23,24,25)
SHEET 16	CORRIDORS 26-29 (26,27,28,29)
SHEET 17	CORRIDORS 30-32 (30,31,32)
SHEET 18	CORRIDORS 33-35 (33,34,35)

CORRIDOR DESCRIPTIONS

CORRIDOR	DESCRIPTION
CORRIDOR 1	(1) NAVARRE PKWY FROM PALAFOX ST TO UNION PARK'S DR PENSACOLA BEACH BLVD FROM GULF BREEZE PKWY TO FORT ROBINS RD STEWART ST FROM NAVARRE PKWY TO E BAY BLVD
CORRIDOR 2	(2) DAVIS HWY FROM SUNSET LANE TO 9 MILE RD 9 MILE RD FROM DAVIS HWY TO CAMPUS DR
CORRIDOR 3	(3) N PALAFOX ST FROM E FAIRFIELD DR TO MORRISVE AVE
CORRIDOR 4	(4) DAVIS HWY FROM CAMPUS DR TO FLORIDA ST
CORRIDOR 5	(5) PALAFOX ST FROM PARK ST TO TEXAR DR
CORRIDOR 6	(6) NAVY BLVD FROM SUNSET AVE TO TEXAR DR N 9TH AVE FROM BAYOU BLVD TO SCENIC HWY JACKSON ST FROM NEW WARRINGTON BLVD TO OLD CORRY FIELD DR
CORRIDOR 7	(7) CERVANTES ST FROM FERRY AVE TO BLUE ANGEL PKWY NEW WARRINGTON RD SPUR FROM LILLIAN HWY TO CERVANTES ST
CORRIDOR 8	(8) PINE FOREST RD FROM RONALD HWY TO INTERSTATE 10 LONGLEAF DR FROM PINE FOREST RD TO COMMUNITY DR
CORRIDOR 9	(9) DAVIS HWY FROM BEULAH RD TO SCENIC HWY
CORRIDOR 10	(10) BAYOU BLVD FROM N PALAFOX RD TO BLUE ANGEL PKWY
CORRIDOR 11	(11) LILLIAN HWY FROM NAVY BLVD TO BAUER RD BAUER RD FROM LILLIAN HWY TO WEST ESCAMBIA COUNTY SPORTS COMPLEX
CORRIDOR 12	(12) SUMMERS RD FROM GULF BEACH HWY TO MERRIAM ST BLUE ANGEL PKWY FROM GULF BEACH HWY TO NAS TRACK RD
CORRIDOR 13	(13) CERVANTES ST FROM GARNET BLVD TO OLIVE RD LINDLEY AVE FROM SPANISH TRAIL RD TO SCENIC HWY SUMNER BLVD FROM SPANISH TRAIL RD TO SCENIC HWY
CORRIDOR 14	(14) BOSWOOD DR FROM CAROLINE ST TO STEWART ST
CORRIDOR 15	(15) STEWART ST FROM CAROLINE ST TO BOSWOOD DR
CORRIDOR 16	(16) CHUMUCKLA HWY FROM CAROLINE ST TO WOODBINE RD
CORRIDOR 17	(17) AVALON BLVD FROM CAROLINE ST TO INTERSTATE 10
CORRIDOR 18	(18) N 9TH AVE FROM CREIGHTON RD TO OLIVE RD CREIGHTON RD FROM TYRRE NEK TO N 9TH AVE
CORRIDOR 19	(19) AIRPORT BLVD FROM HANCOCK DR TO N 9TH AVE
CORRIDOR 20	(20) UNIVERSITY PKWY FROM DAVIS HWY TO CAMPUS DR CAMPUS DR FROM UNIVERSITY PKWY TO CAMPUS DR
CORRIDOR 21	(21) NAVY BLVD FROM NEW WARRINGTON DR TO WRIGHT ST OLD CORRY FIELD RD FROM NAVY BLVD TO CHERRY WAY
CORRIDOR 22	(22) N 12TH AVE FROM CERVANTES ST TO FAIRFIELD DR BLOUNT ST FROM DR MARTIN LUTHER KING JR BLVD TO N 9TH AVE JACKSON ST FROM DR MARTIN LUTHER KING JR W ST TO N 9TH AVE TEXAR DR FROM DR MARTIN LUTHER KING JR BLVD TO N 12TH AVE
CORRIDOR 23	(23) W ST FROM JACKSON ST TO FAIRFIELD DR
CORRIDOR 24	(24) W ST FROM MASSACHUSETTS AVE TO MARCUS POINTE BLVD MARCUS POINTE BLVD FROM W ST TO ENTERPRISE DR
CORRIDOR 25	(25) FAIRFIELD DR FROM JACKSON ST TO NEW WARRINGTON RD SPUR
CORRIDOR 26	(26) OLIVE RD FROM CODY LN TO DAVIS HWY
CORRIDOR 27	(27) MAIN ST FROM BARRANCAS AVE TO PALAFOX ST BARRANCAS AVE FROM PACE BLVD TO GOVERNMENT ST SPRING ST FROM MAIN ST TO GOVERNMENT ST GOVERNMENT ST FROM SPRING ST TO SARTEN ST
CORRIDOR 28	(28) CHEMSTRAND RD FROM TEN MILE RD TO KINGSFIELD RD TEN MILE RD FROM PENSACOLA BLVD TO CHEMSTRAND RD
CORRIDOR 29	(29) PALAFOX ST FROM PENSACOLA BLVD TO A MILE RD
CORRIDOR 30	(30) CHASE ST FROM BAYLEN ST TO DAYTONA PKWY
CORRIDOR 31	(31) BERRYHILL RD FROM CHUMUCKLA HWY TO EDGEWOOD DR
CORRIDOR 32	(32) LILLIAN HWY FROM BLUE ANGELS PKWY TO N 57TH AVE BLUE ANGEL PKWY FROM LILLIAN HWY TO PRUDENTON RD N 57TH AVE FROM LILLIAN HWY TO JACKSON ST JACKSON ST FROM N 57TH AVE TO N 66TH AVE
CORRIDOR 33	(33) E ST FROM CERVANTES ST TO TEXAR DR
CORRIDOR 34	(34) CREIGHTON ST FROM HILLCREST RD TO DAVIS HWY
CORRIDOR 35	(35) N 12TH AVE FROM BAYOU BLVD TO COLLEGE BLVD



CONCEPTUAL PLANS PREPARED BY:

ATKINS NORTH AMERICA
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ORLANDO, FL 32810
TEL. NO. (407) 647-7275
FAX NO. (407) 806-4500

NOTE: THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION. DRAWINGS ARE SCHEMATIC IN NATURE.

DRAFT

PREPARED FOR CITY OF PENSACOLA
PREPARED BY ATKINS

ESCAMBIA/SANTA ROSA REGIONAL ATMS

KEY SHEET
SHEET 1 OF 18

Funding Sources

- Federal
  - USDOT - Advanced Transportation and Congestion Management Deployment Initiative Grants
  - USDOT - Better Utilizing Investments to Leverage Development (BUILD) Transportation Discretionary Grants program
  - FHWA - Accelerated Innovation Deployment (AID) Demonstration Grants
- State
- Local
- Deepwater Horizon Disaster Grants - Gulf Coast Triumph

Operational Costs

Scenario 2 –Gradual System Build-out - Staffing Requirements

Number of Staff	Position	Annual Salary	Total
1	Operators	$ 35,000.00	$ 35,000.00
	Shift Supervisors	$ 45,000.00	$ 0.00
1	Traffic Engineer	$ 75,000.00	$ 75,000.00
0.25	IT Support	$ 55,000.00	$ 13,750.00
1	Locators	$ 40,000.00	$ 40,000.00
1	Electronic Specialists	$ 45,000.00	$ 45,000.00
1	Traffic Signal Analyst	$ 50,000.00	$ 50,000.00
Annual Operation Staffing Sub-Total			**$ 258,750.00**
Employee Benefits			$ 51,750.00
Annual Software Licensing Fees			$ 20,000.00
Annual Utility Fees			$ 0.00
Specialized Tools for Fiber Communications Maintenance (i.e. OTDR, Power Meter, Fusion Splicer, Splice Van)			$ 80,000.00
		Total	**$ 410,500.00**

Operations Costs - Sharing Scenario

- Based on the number signals maintained by each agency
- Assuming no State/TPO funds are appropriated

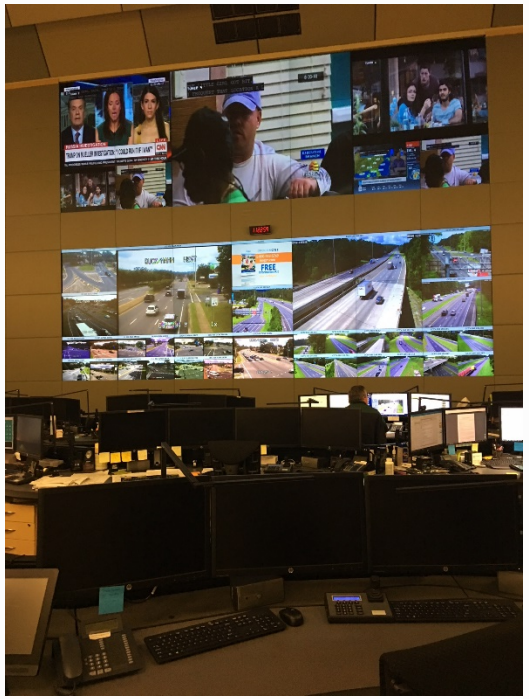
Agency	No of Signals	% of Total	Scenario 2 Operation Cost	Scenario 1 Operation Cost	Scenario 3 Operation Cost
Escambia County	193	53%	$ 218,254.82	$ 303,589.53	$ 457,245.18
City of Pensacola	92	25%	$ 104,038.57	$ 144,716.25	$ 217,961.43
Santa Rosa County	58	16%	$ 65,589.53	$ 91,234.16	$ 137,410.47
City of Milton	15	4%	$ 16,962.81	$ 23,595.04	$ 35,537.19
City of Gulf Breeze	5	1%	$ 5,654.27	$ 7,865.01	$ 11,845.73
Total	363	100%	$410,500.00	$ 571,000.00	$ 860,000.00

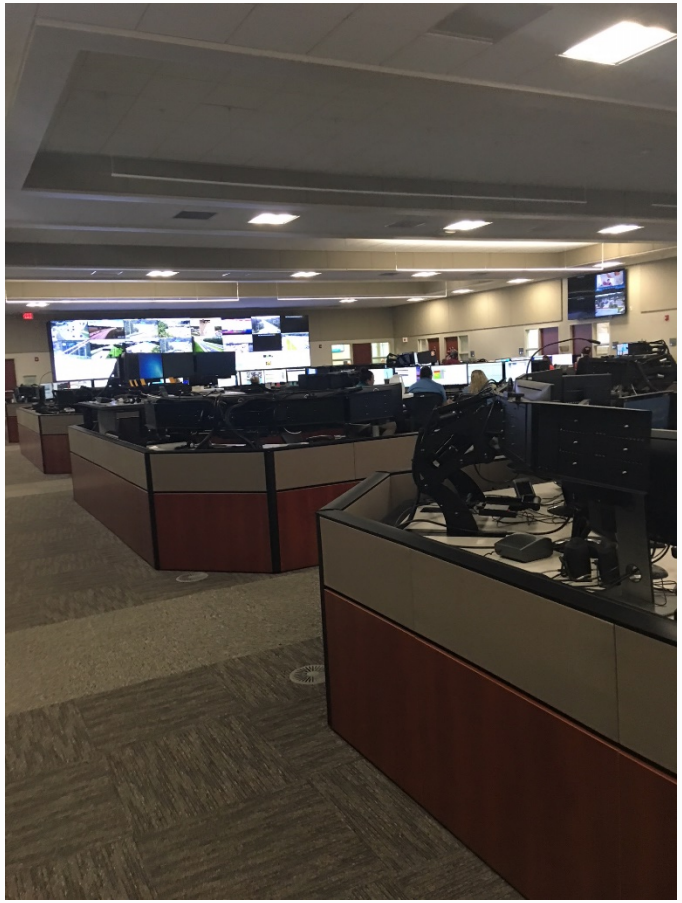
Operational Costs -FDOT Maintenance Compensation

Agencies	No of FDOT Signals	Current FDOT Compensation	Future FDOT Compensation	Delta/Additional FDOT Funds
Escambia County	159	$ 497,829.00	$ 715,500.00	$ 217,671.00
City of Pensacola	72	$ 324,000.00	$ 324,000.00	$ -
Santa Rosa County	46	$ 144,026.00	$ 207,000.00	$ 62,974.00
City of Milton	15	$ 46,965.00	$ 67,500.00	$ 20,535.00
City of Gulf Breeze	4	$ 12,524.00	$ 18,000.00	$ 5,476.00
Total	296	$ 1,025,344.00	$ 1,332,000.00	$ 306,656.00

Operational Costs – Revenue Alternatives

- FDOT Annual Signal Maintenance Compensation
- TPO Boxed Funds
- Local Agencies Contributions
  - In-kind
  - Cash





Operational Costs – Lead Agency

- Resolution to support a unified regional ATMS and TMC
- Lead Administrative Agency
  - Jacksonville
  - Tallahassee
  - Bay County
- TMC Facility Development

Escambia-Santa Rosa Regional Advanced Traffic Management System (ATMS)

Florida-Alabama TPO
Transportation Planning Organization

RESOLUTION FL-AL 18-31

A RESOLUTION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION FOR THE REGIONAL ADVANCED TRAFFIC MANAGEMENT SYSTEM AND REGIONAL TRANSPORTATION MANAGEMENT CENTER

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the governors of Florida and Alabama as being responsible, together with the states of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation decision making process for the Florida-Alabama TPO Area;

WHEREAS, the TPO is a regional organization represented by Baldwin, Escambia, and Santa Rosa Counties and the municipalities of Gulf Breeze, Milton, and Pensacola, Florida and Orange Beach, Alabama;

WHEREAS, the TPO is the lead multi-jurisdictional agency for regional transportation issues;

WHEREAS, a regional Advanced Traffic Management System (ATMS) consists of advanced communication technologies integrated into transportation infrastructure such as traffic control systems, monitoring/detection subsystems, and motorist information systems designed to maximize the use of existing transportation networks;

WHEREAS, a regional ATMS includes computerized signal systems and certain Intelligent Transportation System (ITS) components, including communications and networking, traffic signals, dynamic message signs (DMS), closed-circuit television (CCTV) video monitoring, incident detection, data collection and monitoring system, traffic operations center, regional center-to-center communications, and a public information portal;

WHEREAS, the benefits of a regional ATMS include improved safety, air quality mitigation, reduced commute times, improved emergency response, regional growth adaptability, evacuations, system communications, cross-jurisdictional traffic flow, integration of transportation systems, regional security, transportation agency operations, as well as reduced maintenance callouts;

WHEREAS, the development of a regional ATMS, Advanced Traveler Information, and Emergency Management Systems are effective and efficient methods to improve roadway capacity, public safety, reduce fuel consumption, and reduce traffic congestion;

WHEREAS, the Escambia-Santa Rosa Regional ATMS Feasibility Study and Implementation Plan project was completed in 2017 by the FDOT and the ITS Technical Working Group;

WHEREAS, the ATMS feasibility study defines a comprehensive plan to update and modernize traffic management tools and capabilities to prepare and assist the local agencies to meet their increasingly complex future transportation challenges making the Implementation Plan is a blueprint for the modernization of the Escambia County and Santa Rosa County transportation system;

WHEREAS, in 2016, Escambia County, Santa Rosa County, the City of Milton, the City of Gulf Breeze, and the City of Pensacola passed resolutions supporting the creation of a unified Regional ATMS and Regional Transportation Management Center;

WHEREAS, $28 million is identified in the TPO's Long Range Transportation Plan Cost Feasible Plan for Intelligent Transportation System (ITS), including Advanced Traffic Management System (ATMS) and Regional Traffic Management Center (RTMC); and,

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION THAT:

- The TPO agrees to be the lead agency in the development of a Regional Traffic Management Center (RTMC) and Regional ATMS build out for the on-system roadways within the TPO area;
- The TPO agrees to obligate 90% of the Federal Urbanized (SU) funds in Fiscal Year 2023-2024 towards the development of the RTMC and on-system Regional ATMS improvements;
- The TPO intends to obligate an additional 90% of allocated Federal Urbanized (SU) funds in Fiscal Year 2024-2025 towards the development of the TMC and on-system ATMS improvements;
- The TPO intends to utilize additional signal maintenance funding and TPO Federal Urbanized (SU) funds for operations and maintenance of the built, on-system Regional ATMS for subsequent years thereafter;
- The TPO will continue to work with local governments to encourage the development and tie-in of local off-system ATMS improvements and expansion of the system.

Passed and duly adopted by the Florida-Alabama Transportation Planning Organization on this 12th day of September 2018.

FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

BY: _____
Jeff Bergosh, Chairman

ATTEST: _____

FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION
STATE OF FLORIDA

Appendix B – Evaluation Criteria

2040 LONG RANGE TRANSPORTATION PLAN EVALUATION CRITERIA

A. Safety and Security (25%)

Hurricane Evacuation

- Hurricane Evacuation Route — 3 points
- Not an Hurricane Evacuation Route — 0 points

Source: Northwest Florida Hurricane Evacuation Restudy and Baldwin County Hurricane Evacuation Plan
Related Objectives: A.5 and A.6

Crash and Injury Reduction

- Project with highest incident rate (segment rate) — 3 points
- Project with a mid-range incident rate (segment rate) — 2 points
- Project with the lowest incident rate (segment rate) — 1 point

*Projects are ranked from highest to lowest and awarded a graduated point value based on ranking past five years.
*The Alabama Department of Transportation Chief Engineer has directed that the Alabama Department of Transportation cannot allow accident, incident, crash, injury, or fatality information be shown or presented in association with descriptions of transportation projects, facilities, or physical locations in formal planning documents (UPWP, Long Range Plan, TIP, Congestion Management Plan, and Air Quality Conformity documentation) that include narrative or tabular project listings or descriptions. Including such language in those documents could potentially expose both the TPO and the State of Alabama to litigation. – *Bureau of Transportation Planning and Modal Programs, Montgomery, AL. May 9, 2014.*
Source: Signal Four Analytics
Related Objectives: A.6

Strategic Highway Network (STRAHNET) Route or Regionally Significant Facility that Crosses County and/or State Boundary

- Project on STRAHNET or Regionally Significant Facility — 3 points
- Project not on STRAHNET or Regionally Significant Facility — 0 points

Source: DOT, Strategic Highway Network (STRAHNET), Strategic Intermodal System, and Northwest Florida Regional TPO
Related Objectives: F.4

B. Users Needs (15%)

Existing (2010) Level of Service based on TPO's Congestion Management System

- Level of Service E or F — 3 points
- Level of Service D — 2 points
- Level of Service C — 1 point
- Level of Service A or B — 0 points

Source: Florida-Alabama TPO's Congestion Management Process Plan and ALDOT Traffic Counts

Related Objectives: B.3

Future (2040) Level of Service in 2040 for all projects in the Needs Assessment

- Level of Service A, B, or C — 3 points
- Level of Service D — 2 points
- Level of Service E — 1 point
- Level of Service F — 0 points

Source: Northwest Florida Regional Transportation Model and Orange Beach Transportation Model

Related Objectives: B.3

Adopted Plans: Project addresses user needs identified in adopted street and highway, master, regional, and local modal plans

- Yes — 1 point
- No — 0 points

Source: TPO, Local Governments, Northwest Florida Transportation Corridor Authority, and DOT

Related Objectives: B.1

C. Operational (15%)

Is project included in adopted Corridor Management Plans?

- Yes — 1 point
- No — 0 points

Source: TPO and Local Governments

Related Objectives: C.4

Is project included in Intelligent Transportation System Regional Plan?

- Yes — 1 point
- No — 0 points

Source: TPO's ITS Plan, Baldwin County, and Orange Beach

Related Objectives: C.4

Is project included in Freight Plan?

- Yes — 1 point
- No — 0 points

Source: TPO's Freight Plan

Related Objectives: C.4

Existing (2010) Volume to Capacity (V/C) Ratio based on Regional Transportation Model

- V/C Ratio 1.3 or greater — 1 point
- V/C Ratio less than 1.3 — 0 points

Source: Northwest Florida Regional Transportation Model and ALDOT Orange Beach Model

Related Objectives: C.1 and C.2

Future (2040) Volume to Capacity (V/C) Ratio based on Regional Transportation Model

- V/C Ratio 1.3 or greater — 1 point
- V/C Ratio less than 1.3 — 0 points

Source: Northwest Florida Regional Transportation Model and ALDOT Orange Beach Model

Related Objectives: C.1 and C.2

D. Multimodal (15%)

Bicycle, Pedestrian, or Public Transportation Improvement

- Project provides public transportation, bicycle, or pedestrian improvement 3 points
- Project provides no public transportation, bicycle, or pedestrian improvement 0 points

Source: TPO's Bicycle-Pedestrian Plan, TPO's Transit Development Plan, Baldwin County, and Orange Beach

Related Objectives: D.3, D.4 and D.5

E. Economic Vitality (10%)

Economic Development and Freight Movement

- Project provides a direct connection to a major activity center (airports, ports, industrial parks, tourist centers, military installations, retail malls, medical facilities, and educational facilities) 3 points
- Project does not provide a direction connection to a major activity center (airports, ports, industrial parks, tourist centers, military installations, retail malls, medical facilities, and educational facilities) 0 points

Source: DOT, SIS, TPO Freight Plan, and Northwest Florida Regional TPO

Related Objectives: E.1, E.2, and E.3

Continuity and Connectivity: Improvement to route continuity and the connectivity of the overall transportation network

- Project has regional significance and provides considerable benefit to the regional transportation system (U.S. Highway Number) 3 points
- Project has multijurisdictional significance and provides benefit to a multijurisdictional area (State Highway Number) 2 points
- Project has more than a local significance (County Highway Number) 1 point
- Project has local significance (only) and provides benefit only to a localized Area (local roadway) 0 points

Source: DOT and Local Governments

Related Objectives: E.1, E.2, E.3, and E.4

F. Quality of life (10%)

Project Environmental/Social Impacts

- Project has gone through Project Development and Environmental Study and/or DOT Consultant review and has no impacts or impacts are addressed 1 points
- Project has impacts 0 points

Source: DOT

Related Objectives: F.2

Community Impact Assessment

- Project has overall positive community impact 1 points
- Project does not have community support 0 points

Source: Project specific community impact assessment summary comments.

Related Objectives: F.3

G. Planning Process (10%)

Project Status

- Right-of-Way scheduled in 4th or 5th year of Work Program or Completed 3 points
- Final Design scheduled in 4th or 5th year of Year Work Program or Completed 2 points
- Project Development and Environmental Study (PD&E), Completed, underway, or scheduled in the 5 Year Work Program 1 point
- No Project Phases scheduled 0 points
- Project Scheduled for Construction in the Five Year Work Program /Capital Improvement Program or Project Scheduled for Right-of-Way or Design in First three years of Work Program is considered a **Committed Project in Long Range Plan and is not subject Evaluation Criteria ranking**

Source: DOT Five Year Work Program and Local Government Capital Improvement Program

Related Objectives: G.1 and G.2

Local Government Contribution

- Yes — 1 point
- No — 0 points

Source: Local Government Capital Improvement Program.

Related Objectives: G.1 and G.2

Notes: (a) The maximum total points a project can receive is **570** points:

Hurricane Evacuation	3*25 = 75
Crash and Injury Reduction	3*25 = 75
STRAHNET or Regionally Significant Facility	3*25 = 75
Level of Service (Existing CMP)	3*15 = 45
Level of Service (2040 Needs Assessment)	3*15 = 45
Adopted Plans	1*15 = 15
Corridor Management Plans	1*15 = 15
Intelligent Transportation System Regional Plan	1*15 = 15
Freight Plan	1*15 = 15
Volume to Capacity Ratio (Base Year)	1*15 = 15
Volume to Capacity Ratio (2040 Needs Assessment)	1*15 = 15
Bicycle, Pedestrian, or Public Transportation	3*15 = 45
Economic Development and Freight	3*10 = 30
Continuity and Connectivity	3*10 = 30
Project Environmental Social Impacts	1*10 = 10
Community Impact Assessment	1*10 = 10
Project Status	3*10 = 30
Local Government Contribution	1*10 = 10
Maximum Total Points	**570**

(b) The Florida-Alabama TPO has final authority to select the projects for inclusion in the Cost Feasible Plan and to rank them in the Project Priorities. Alabama Department of Transportation has excluded Alabama projects from inclusion in the Cost Feasible for purposes of including in the Project Priorities.

TRANSPORTATION SYSTEMS MANAGEMENT (TSM) CRITERIA

A. Level of Service (LOS) Issue Addressed

Current Deficiency	5 Points
Five Year Deficiency	3 Points
Ten Year Deficiency	1 Point
Not deficient	0 Points

B. Regional Significant Roadway (defined as a roadway that is included in the model for the metropolitan area's transportation network)

Yes	2 Points
No	1 Point

C. Crash Rate

Safety Ratio Greater than 2.00	3 Points
Safety Ratio from 1.00 to 2.00	2 Points
Safety Ratio less than 1.00	1 Point

D. Has an existing TPO priority

Yes	2 Points
No	1 Point

E. Significant Freight Corridor

Designated NHS Intermodal Connector or Truck

Traffic more than 10% Annual Average Daily Traffic (AADT)	3 Points
Truck Traffic 8-10% AADT	2 Points
Truck Traffic 5-7.99% AADT	1 Point

F. Local Project Support

Wide Support = Resolutions of support from 2 local governments + 2 letters of support from community organizations	5 Points
Moderate Support = Resolutions of support from 2 local government *or* 1 local government resolution + 1 letter of support from community organization	4 Points
No demonstrated support beyond 1 local government sponsor resolution	3 Points

TRANSPORTATION ALTERNATIVES PROGRAM (TAP) PROJECT CRITERIA

	Evaluation Category	Scoring (Maximum Points Possible)	Project Score
Criterion 1	Safety	25	
Criterion 2	Connectivity	15	
Criterion 3	Location Efficiency	15	
Criterion 4	Proximity to School	15	
Criterion 5	Design Quality	15	
Criterion 6	Environmental/Archeological Projects/ Historic Preservation	15	
	Total	100	
Bonus Points	Local Contribution, Age of Project and Public Support	5	
	Total Points Possible	105	

BICYCLE/PEDESTRIAN PLAN PROJECT PRIORITY SELECTION CRITERIA

A Benefit-Cost Index was calculated for all segments except those identified either as having an existing facility or as meeting the target level of service; these segments were filtered out of the prioritization process to help focus improvements where they are most needed. TPO staff, with input from the Bicycle/Pedestrian Advisory Committee and the consulting team, established a benefit weighting system of 40% for existing conditions, 40% for potential demand, and 20% for public input/prior plans. Accordingly, the Benefit-Cost Index equation is **(0.4*LOS + 0.4*Demand + 0.2*Input/Plans) / Cost per Mile**. These results were then multiplied by 1,000 to convert them to a more reasonable scale.

Appendix C – Public Comments

Non-Traditional Public Outreach Events

Dump the Pump (Pensacola)

Thursday, June 21, 2018

10 a.m. to 2 p.m.

Escambia County Area Transit

1515 West Fairfield Drive, Pensacola, FL

Staff attended: Caitlin Cerame, Dan Deanda, Brittany Ellers

Estimated Reach: 10

Estimated Event Attendance:

Comments:

- There are no sidewalks on Olive, from Cornet Drive east and at Olive Road and N. Palafox. There needs to be sidewalks. (32505)
- Crosswalk sign at Airport Boulevard and Pensacola Boulevard on the side with the Tom Thumb side doesn't work. Buckingham Road needs a bus shelter and street lights, riders are sitting in the hot sun on the side of a busy road. (32526)
- Bus stop sign on Fairfield and F Street, in front of Renfroe Pecan Co., is down and needs to be fixed. (32501)
- Fairfield and Gulf Beach Highway stop has no bus shelter and needs one. (32507)

Tunes by the Dunes (Navarre)

Thursday, June 21, 2018

7 p.m. to 9 p.m.

Navarre Beach Park

8739 Gulf Blvd, Navarre, FL 32566

Staff attended: Kristen Barre, Gary Kramer, Brittany Ellers

Estimated Reach: 15

Estimated Event Attendance: 1,800

Comments:

- On Davis Highway, south of Burgess, at Lanier going south Schubert Drive down far right lane marked right turn only, merge left. There is only about 100 feet of warning and it needs to be longer. (32504)
- There are citizens in Navarre that are working toward having a separate Ped/Bike path on White Sands Boulevard in Navarre, parallel to Gulf Highway.

Palafox Market (Pensacola)

Saturday, June 23, 2018

9 a.m. to 2 p.m.

Martin Luther King Jr. Plaza on N. Palafox St. between Wright St. and Garden St.

Staff attended: Rob Mahan, Gary Kramer, Brittany Ellers

Estimated Reach: 25

Estimated Event Attendance: 7,000 - 8,000

Comments:

- Making Pensacola more bike friendly would be quit beneficial and (will) contribute to a more healthy lifestyle. (32505)
- Please implement road diet on east and west Cervantes. Too many widening projects in (the) project list. We need more mutli-modal solutions, sidewalks, bike lanes, etc. Please address sustainable transportation issues and the needs of vulnerable populations. We have enough "stroads"! Thank you to the planners for your efforts. (32501)
- I am interested in bike safety and possible use of roundabouts. (32561)
- Johnson Road (in Pensacola) needs sidewalks. (32514)
- Connecting trails for eco-tourism and longer biking trails to bring money to here (to the panhandle). (32563)
- A few blocks past Joe Patti's the roadway gets flooded when it rains heavily, it is dangerous to drive through. (32564)

Facebook Comments:

- West Florida Regional Planning Council: Top 3 Projects-- #WestCervantes #CompleteStreets, #ScenicBluffs Rails-With-Trails, and #EastCervantes and #ScenicHighway Complete Streets and #BikePedinfrastructure.
- please put Pine Forest Rd as top 3 priority.

COMMENTS FROM TPO AND ADVISORY COMMITTEES WORKSHOP
JULY 11, 2018

1. **Table 1 – Non-SIS. Committed Projects. Where are the construction funded projects for SR 87 and I-10?**
   The construction funded projects in the first three years of the Work Program (FYs 2019,.2020, and 2021) for SR 87 and I-10 are included in Table 3 SIS Committed projects since SR 87 and I-10 are on the SIS.
2. **Table 1 – What is the difference between SIS and Non-SIS?**
   Strategic Intermodal System (SIS) are major roadways (such as the interstate (I-10 and I-110) and regional roadways such as US 29, SR 87, US 98, and connectors to military, airports, and ports. Non-SIS are the other less traveled state roadways that are not as highly traveled and receive much less funding from FDOT compared to SIS roadways.
3. **Table 2 – Non-SIS. A letter to the TPO may be written to request Priority 1A Regional ITS Projects for $25,000,000 from outside sources be moved to Priority 10 after the box funds for Priorities 1-9 with no mention of funding from outside sources.**
   Comment noted.
4. **Table 2 – Non-SIS. Priority 2. Some of the Mobility Management Program Studies are funded in the work program and should be removed from the Priority List.**
   TPO staff recommended these projects stay on the project priority list so staff knows what Mobility Management Plans to fund in the future. FDOT indicated they will work with Santa Rosa County staff to ensure the projects listed are what needs to be recommended for Mobility Management Plans in the future and suggested a note be added that the priorities have funded. It was suggested that Escambia County Staff include a potential project for Priority 2E.
5. **Table 2 – Non-SIS. Priority 3. Remove Priorities 3A and 3B for US 90 and US 98 because these projects have been funded.**
   Priorities 3A and 3B for US 90 and US 98 have been removed.
6. **Table 2 – Non-SIS. Priority 5.Change Park Entrance to West State Park Boundary.**
   Change has been made.
7. **Table 2 – Non-SIS. Priority 6C. A question was asked about the recent request for projects on West Cervantes Street.**
   The outcome of the feasibility study for West Cervantes Street will determine what improvements are feasible on this corridor. A letter from the TPO to FDOT was also sent recently regarding potential improvements on this corridor.
8. **Table 2 – Non-SIS. Priority 18. If this segment of Pine Forest Road was funded with Transportation Regional Incentive Program funds, would FDOT also consider funding the Design phase?**
   FDOT would also consider funding the Design phase if money is available and it is a high enough priority of the TPO.

9. **Table 2 – Non-SIS. Priority 21. Did the completed feasibility study for Bayfront Parkway determine if the two lane improvement was feasible?**
   FDOT mentioned an updated study is needed to determine if the two lane improvement is feasible.
10. **Table 2 – Non-SIS Priority 22. Project ID 4409041 needs be included for this Main Street Project.**
    Project ID 4409041 has been added to this Main Street project.
11. **Table 2 – Non-SIS Priority 27. Sorrento Road. Escambia County may be requesting to move this project up higher on the Project Priorities.**
    Comment noted.
12. **Table 2 – Non-SIS Priority 31. SR 292 Perdido Key Drive. How is the Design phase money is being spent on this project.**
    FDOT commented it is being used to complement the other funding sources for the multi-use path on Perdido Key Drive.
13. **Table 2 – Non-SIS Priority 42. Nine Mile Road. It was mentioned that FDOT will be amending the Nine Mile Road from Mobile Highway to Pine Forest Road Project Development and Environmental Study.**
    Project ID 2186054 has been included in the FDOT Item Segment column for this project with the priority being the Design phase and the next phase to be funded.
14. **Table 4 – SIS Priority 2. Is the Beulah Interchange at I-10 a part of the Nine Mile Road improvement with Navy Federal Credit Union.**
    The Nine Mile Road Corridor Improvement from the vicinity of Beulah Road to east of I-10 is Non-SIS Priority 42. The Beulah Interchange at I-10 is SIS Priority 2 and is separate project from the Nine Mile Road Corridor Improvement.
15. **Are any improvements from the SIS Action Plan for Airport Boulevard included in the TPO Priorities?**
    No improvements from FDOT's SIS Action Plan for Airport Boulevard have been received by the TPO for inclusion in the TPO Project Priorities.
16. **Table 6 – Committed Transportation Systems Management (TSM) Gulf Beach Highway at Patton Drive and at Sunset Avenue. A representative from the Escambia County Community Redevelopment Agency Warrington Redevelopment District requested details on the design plan for this project.**
    The details on the design plans for these two projects were e-mailed to the representative by FDOT on July 16, 2018.
17. **Table 7 – Transportation Systems Management (TSM)**
    The TPO staff indicated it received a FDOT Candidate Project for SR 30 (US 98) at Little Creek Lane in Escambia County after the initial project priorities document was created. TPO Staff ranked this project with the TPO approved criteria and is ranked as priority 3 and initial priorities 3, 4, and 5 will now be priorities 4, 5, and 6. The TPO staff did not want to include the project in the draft project priorities without first discussing at the TPO/TCC/CAC committee workshop. The members attending the workshop did not express opposition to this request. Therefore, this change has been made.

18. **Table 7 – Transportation Systems Management (TSM). What does N/A mean in the FDOT Item Segment column?**
__N/A__ means a project identification number is __Not Available__ from FDOT for the project requested. The request from the Project Priorities document is for FDOT to fund a project phase. The Project Priorities document is a guide for FDOT to consider when developing their Work Program. Not all of the TPO's Project Priorities will be funded in FDOT's Work Program.

19. **Table 7 – Transportation Systems Management (TSM)**
There was much discussion on lighting requests. It was mentioned that local governments have interlocal agreements with FDOT for the maintenance of street lights on state roads. Any requests for lighting improvements on roadway facilities should originate with the local government staff. Local governments should thoroughly review the TPO's Corridor Management Plans to determine if any projects should be considered for TSM improvements in the future.

20. **Table 9 – Transportation Alternatives Program (TAP) Priority 4. Change Perdido Key State Park Entrance to West State Park Boundary. Check the necessary mileage as well.**
Project limits have been changed and the mileage has been changed from 3.86 miles to 4.263 miles.

21. **Table 12 – Committed Bicycle and Pedestrian Projects. Remove sidewalks from the project description for Perdido Key Drive.**
Change has been made.

22. **Table 13 – Bicycle and Pedestrian Priority 1. Change Park Entrance to West State Park Boundary.**
Change has been made.

23. **Table 13 – Bicycle and Pedestrian Priority 2. Old Corry Field Road and Priority 3 US 98. A representative from the Escambia County Community Redevelopment Agency Warrington Redevelopment District requested details on the design plans for these two projects.**
The details on the design plans for these two projects were e-mailed to the representative by FDOT on July 12, 2018.

24. **Table 13 – Bicycle and Pedestrian. Can several projects listed out of date be updated to current conditions.**
It was mentioned that only a few of the top priorities are chosen to be funded each year from the TPO priorities for Bicycle/Pedestrian by FDOT. The TPO is also updating its Pedestrian Bicycle Plan. Next year's priorities will include projects from the new Pedestrian Bicycle Plan. Therefore, it was decided against updating the current Bicycle Pedestrian priorities for the current conditions.

25. **Table 21 – Bridge Replacement Project Quintette Road Bridge. Has the Project Development and Environmental (PD&E) Study been funded.**
The request is for the PD&E phase to be funded. The PD&E phase is not currently funded.

COMMENTS FROM TPO AND ADVISORY COMMITTEES WORKSHOP
AUGUST 20, 2018

1. **When will the US 98 widening public meeting occur?**
   The US 98 Project Development and Environmental Study Public Meeting for the widening of US 98 from Portside Drive to Mary Esther Boulevard will be held on Tuesday November 13, 2018 from 5:30 p.m. to 7:30 p.m. at the Navarre Conference Center.
2. **Can the Navarre Bridge be replaced and be relocated from the intersection of US 98/SR 87 across the Santa Rosa Sound to Navarre Beach as part of US 98 widening project?**
   The US 98 widening project is only for the US 98 Corridor. The new Navarre Bridge would be a separate project with a separate funding source. Currently, the new Navarre Bridge is identified as a needed project in the 2040 Long Range Transportation Plan. However, the new Navarre Bridge is not currently included in the 2040 Long Range Transportation Plan Cost Feasible Plan because a funding source has not been identified.
3. **When will the US 98 widening project be completed?**
   There are four phases for a capacity project to be completed (Project Development Environmental Study, Design, Right-of-Way, and Construction). The Project Development and Environmental Study is underway; some of the Design Phases are funded in the FDOT Five Year Work Program; and Right-of-Way and Construction are not currently funded in the FDOT Five Year Work Program.

Appendix D – Resolution FL-AL 18 – 23

RESOLUTION FL-AL 18-23

A RESOLUTION OF THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION ADOPTING THE FY 2020-2024 PROJECT PRIORITIES

WHEREAS, the Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the governors of Florida and Alabama as being responsible, together with the states of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area; and

WHEREAS, the Transportation Improvement Program (TIP) is adopted annually by the TPO and submitted to the governor of the state of Florida and the governor of the state of Alabama, to the Federal Transit Administration (FTA), and through the state of Alabama and state of Florida to the Federal Highway Administration (FHWA); and

WHEREAS, public outreach events were held on June 21 and 23, 2018, a public workshop was held on July 11, 2018, and TPO and advisory committee public workshops were held on July 11 and August 20, 2018; and

WHEREAS, the initial step in the development of the TIP is for the TPO to submit its transportation project priorities for all modes of travel to the Florida Department of Transportation (FDOT) prior to October 1st; and

WHEREAS, the project priorities document is also submitted annually to the Alabama Department of Transportation (ALDOT) even though it is considered part of the Transportation Improvement Program which ALDOT only requires every four years;

NOW, THEREFORE, BE IT RESOLVED BY THE FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION THAT:

The TPO adopts the FY2020 - FY 2024 Project Priorities, with any changes that may have been presented.

Passed and duly adopted by the Florida- Alabama Transportation Planning Organization on this 12th day of September 2018.

FLORIDA- ALABAMA TRANSPORTATION PLANNING ORGANIZATION

BY: _____
Jeff Bergosh, Chairman

ATTEST: _____

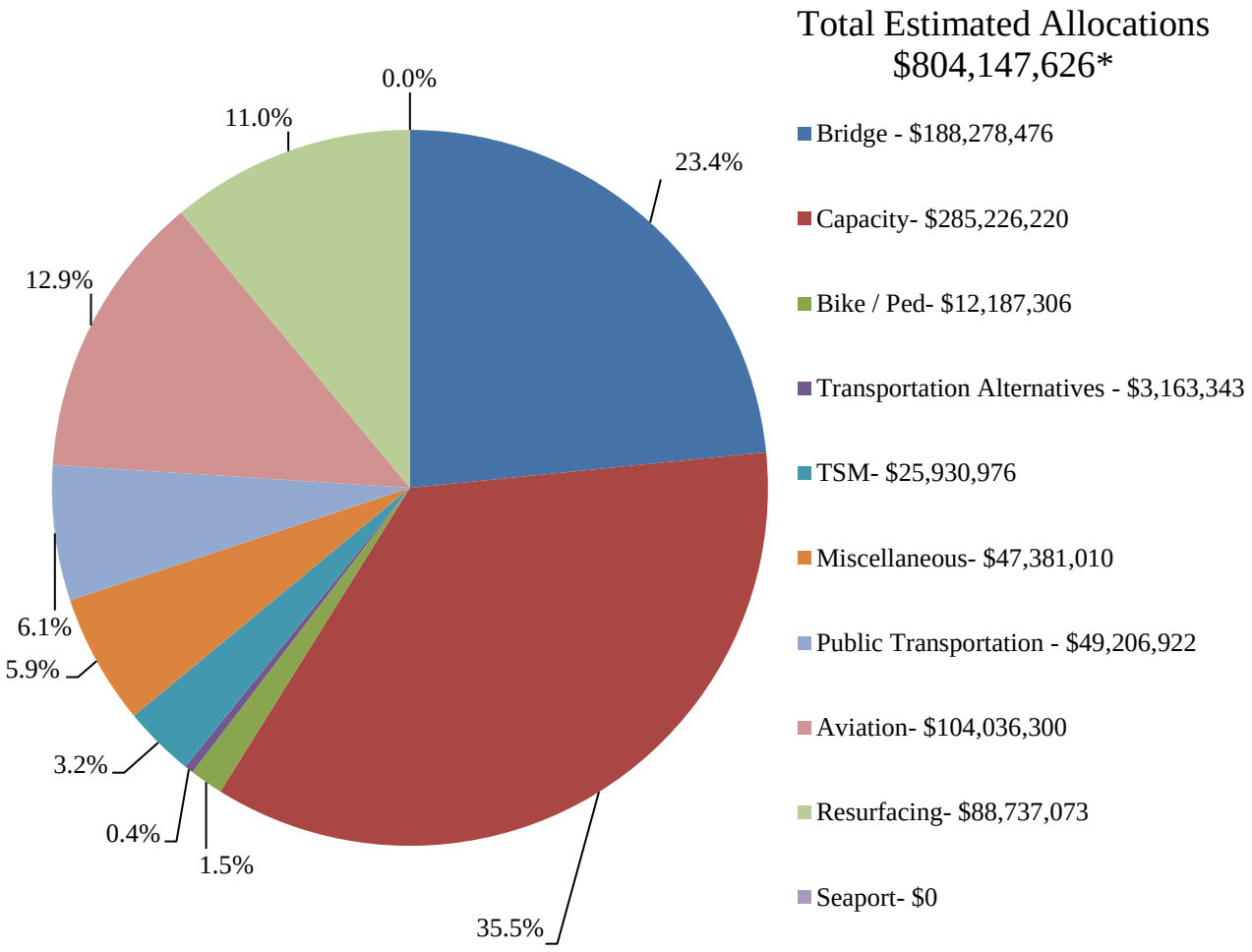
STATE OF FLORIDA

Appendix F

Fiscal Constraint Demonstration

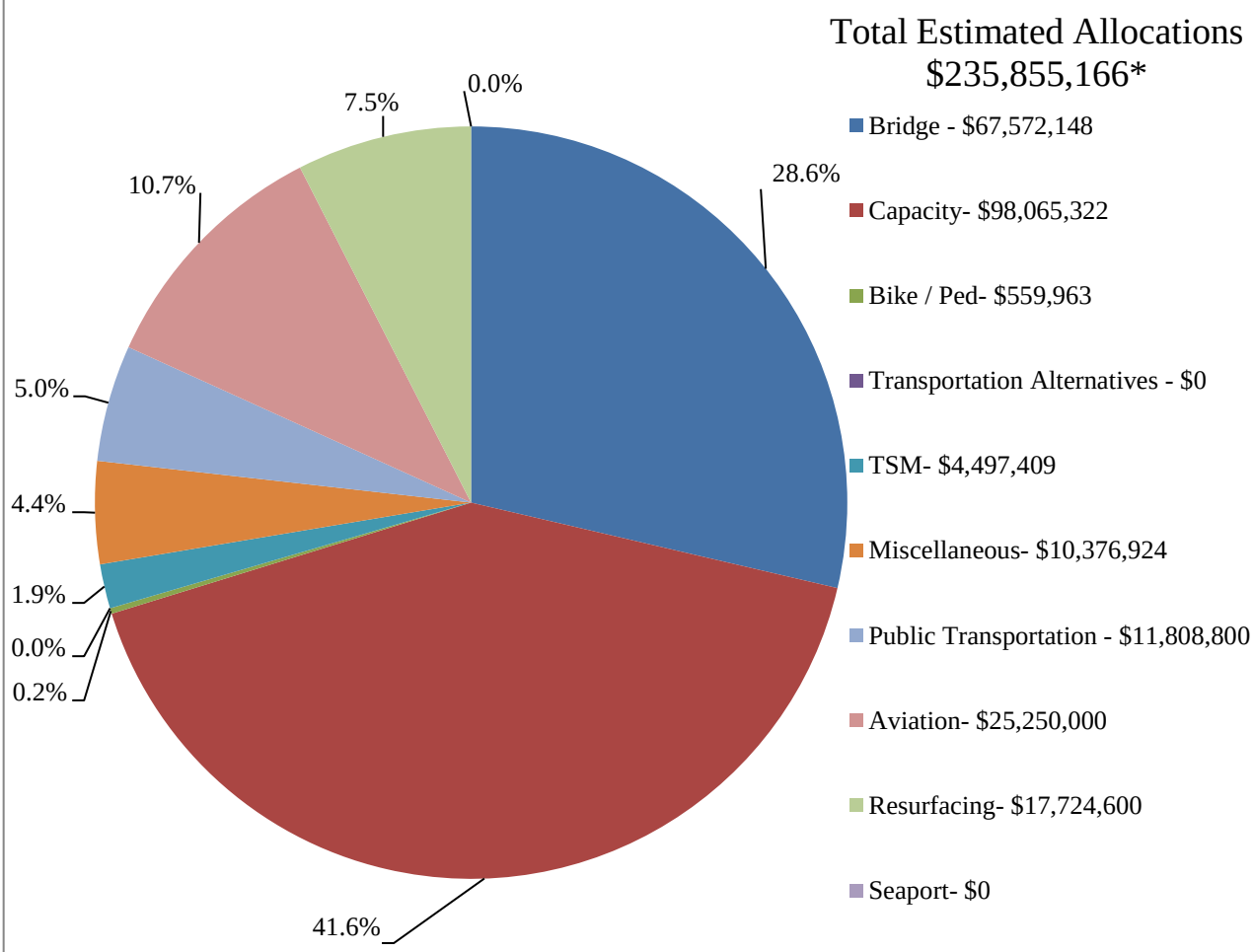
5 Year Summary of Funding Source						
Funding Source	**2019/20**	**2020/21**	**2021/22**	**2022/23**	**2023/24**	**Total**
Federal	121,105,273	57,694,943	57,909,960	41,004,927	45,491,432	**323,206,535**
Local	13,769,479	89,625,416	5,503,760	6,879,083	3,899,718	**119,677,456**
State	100,980,414	64,315,342	44,232,237	141,632,223	10,103,419	**361,263,635**
Total	**235,855,166**	**211,635,701**	**107,645,957**	**189,516,233**	**59,494,569**	**804,147,626**

Estimated Funding Allocation by Project Type for Fiscal Year 2020 to 2024



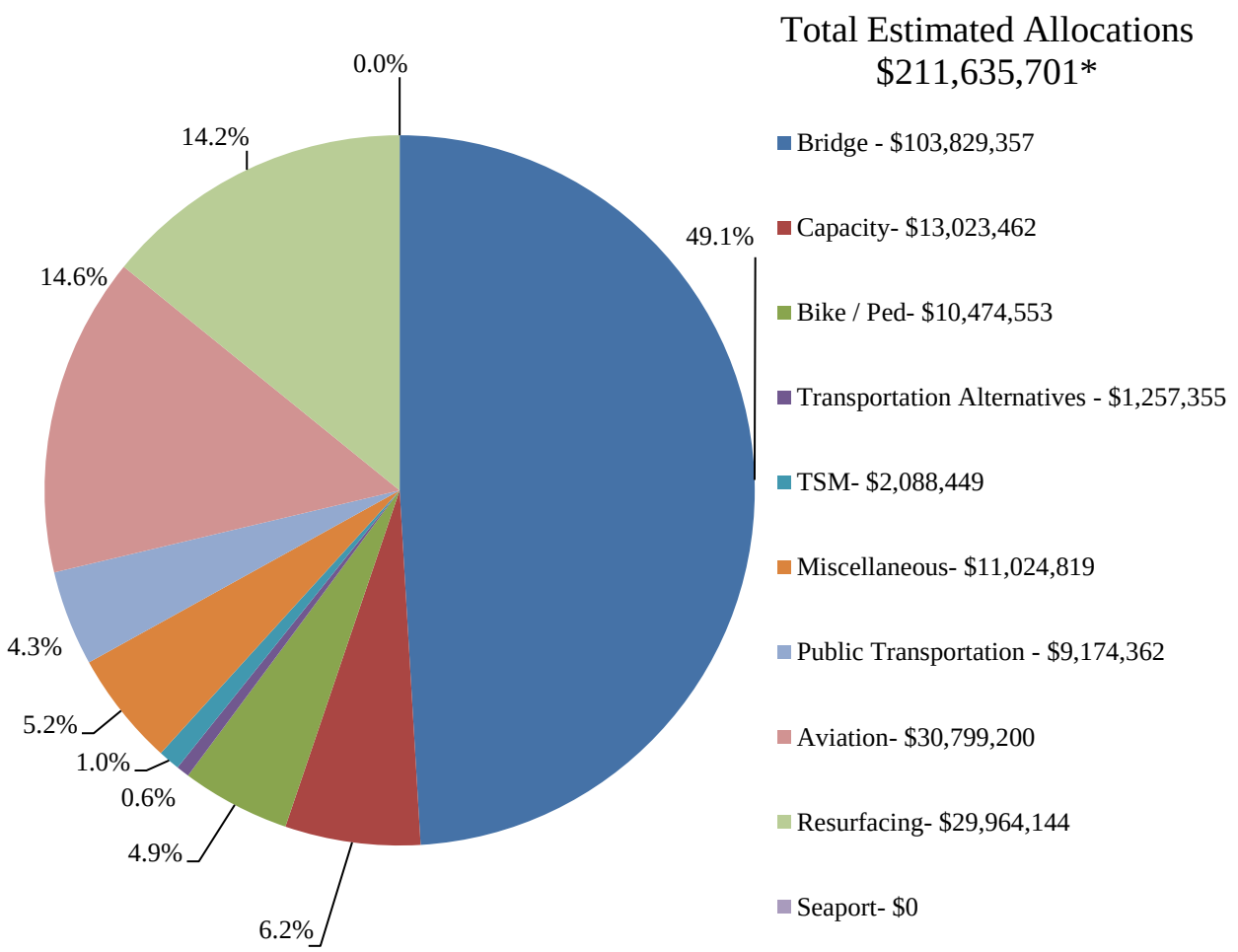
*Total Estimated Allocations includes funding from FDOT, ALDOT, and Local Governments

Estimated Funding Allocation by Project Type for Fiscal Year 2020



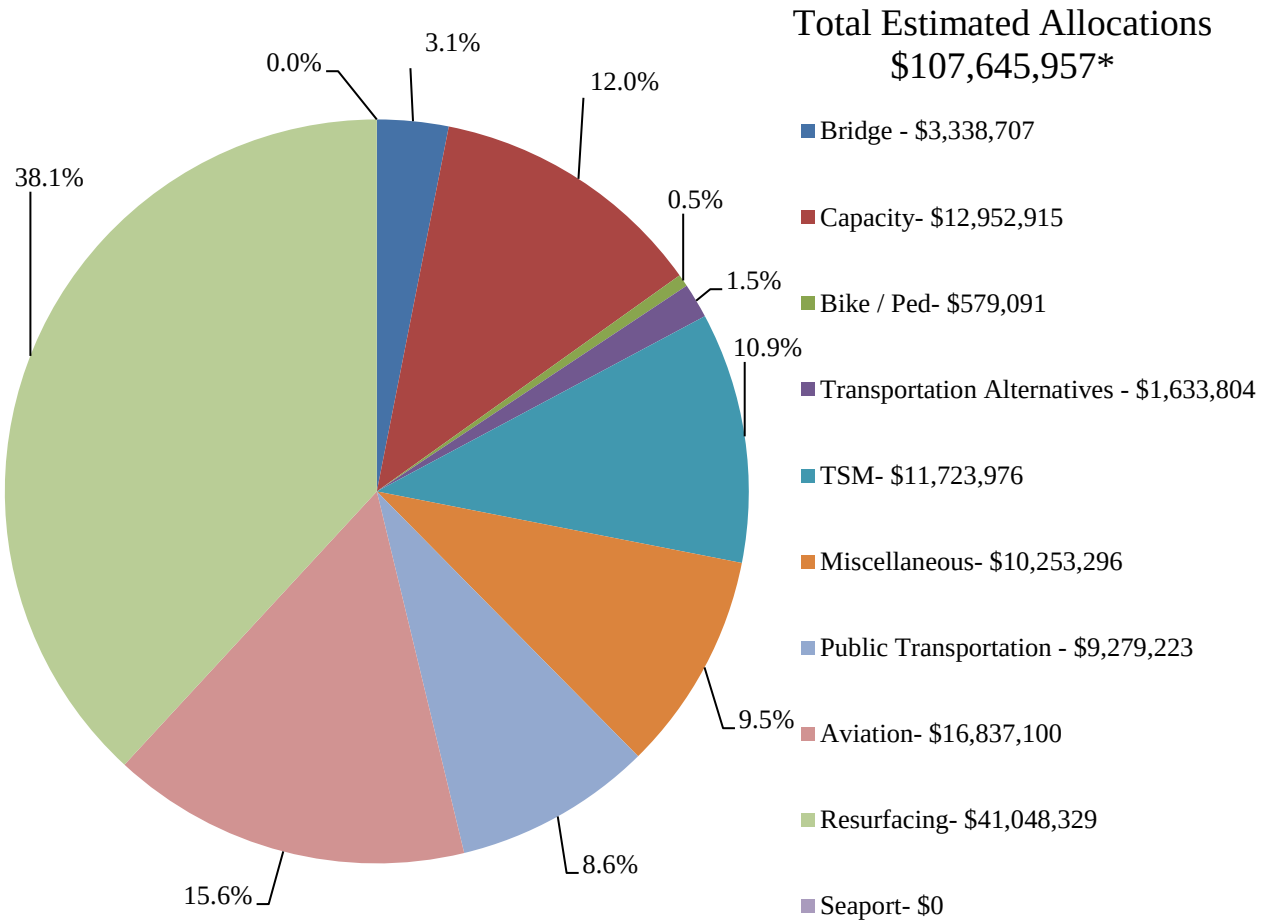
*Total Estimated Allocations includes funding from FDOT, ALDOT, and Local Governments

Estimated Funding Allocation by Project Type for Fiscal Year 2021



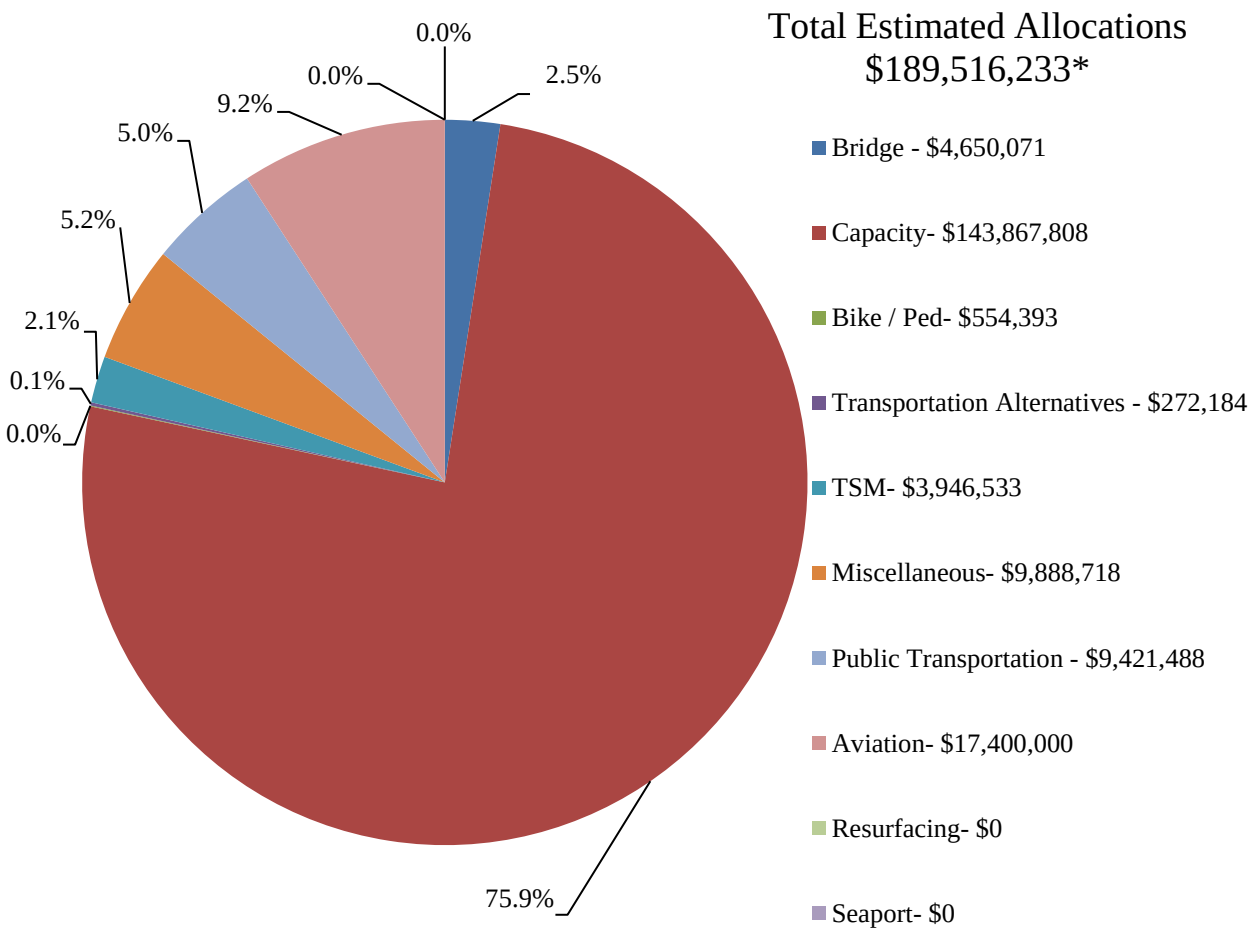
*Total Estimated Allocations includes funding from FDOT, ALDOT, and Local Governments

Estimated Funding Allocation by Project Type for Fiscal Year 2022



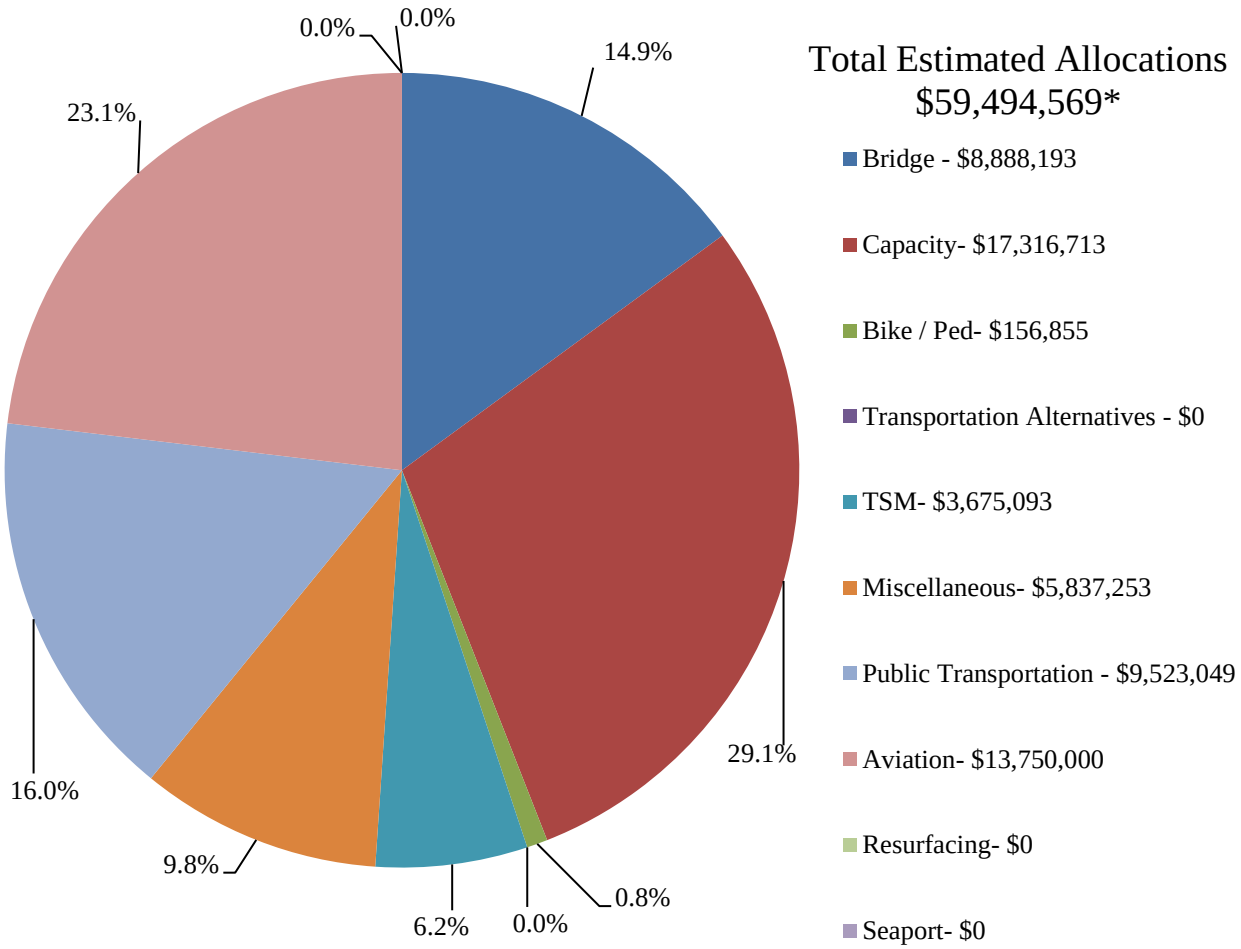
*Total Estimated Allocations includes funding from FDOT, ALDOT, and Local Governments

Estimated Funding Allocation by Project Type for Fiscal Year 2023



*Total Estimated Allocations includes funding from FDOT, ALDOT, and Local Governments

Estimated Funding Allocation by Project Type for Fiscal Year 2024



*Total Estimated Allocations includes funding from FDOT, ALDOT, and Local Governments

County:	Escambia	Demographics	Number
CTC:	Escambia County BOCC		
Contact:	Mike Crittenden 1515 W Fairfield Drive Pensacola, FL 32501 850-595-3221	Total County	313,512
		Potential TD	132,310
Email:	mcrittenden@myescambia.com	UDPHC	1,463

Florida Commission for the Transportation Disadvantaged

Trips By Type of Service	2016	2017	2018
Fixed Route (FR)	0	0	0
Deviated FR	0	0	0
Ambulatory	63,449	62,128	73,165
Non-Ambulatory	21,764	21,007	24,739
Stretcher	0	0	0
School Board	0	0	0
TOTAL TRIPS	85,213	83,135	97,904

Passenger Trips By Trip Purpose			
Medical	36,076	32,359	40,172
Employment	30,744	30,313	41,214
Ed/Train/DayCare	7,274	2,552	4,358
Nutritional	24	31	2,745
Life-Sustaining/Other	11,095	17,880	9,415
TOTAL TRIPS	85,213	83,135	97,904

Passenger Trips By Funding Source			
CTD	33,108	23,055	34,798
AHCA	0	1,802	2,268
APD	6,006	1,396	0
DOEA	5,810	3,250	4,495
DOE	2,711	1,016	1,151
Other	37,578	52,616	55,192
TOTAL TRIPS	85,213	83,135	97,904

Vehicle Data	2016	2017	2018
Vehicle Miles	1,079,538	968,844	1,251,550
Revenue Miles	1,052,580	855,216	905,098
Roadcalls	0	0	5
Accidents	21	14	4
Vehicles	24	27	28
Driver Hours	70,704	70,184	67,482

Financial and General Data			
Expenses	$2,603,878	$2,653,207	$2,983,108
Revenues	$2,603,876	$2,654,128	$2,983,106
Commendations	24	19	27
Complaints	19	23	23
Passenger No-Shows	4,048	1,851	6,735
Unmet Trip Requests	308	0	53

Performance Measures			
Accidents per 100,000 Miles	1.95	1.45	0.32
Miles between Roadcalls	0	0	250,310
Avg. Trips per Driver Hour	1.21	1.18	1.45
Avg. Trips per Para Pass.	64.80	64.50	66.92
Cost per Trip	30.56	31.91	30.47
Cost per Paratransit Trip	30.56	31.91	30.47
Cost per Driver Hour	36.83	37.80	44.21
Cost per Total Mile	2.41	2.74	2.38

		Demographics	Number
County:	Santa Rosa		
CTC:	Tri-County Community Council, Inc.		
Contact:	Joel Paul	Total County Population	174,272
	302 North Oklahoma Street		
	Bonifay, FL 32425	Potential TD Population	61,628
	850-547-3689		
Email:	joelpaul.tccc@mchi.com	UDPHC	649

Florida Commission for the Transportation Disadvantaged

Trips By Type of Service	2016	2017	2018
Fixed Route (FR)	0	0	0
Deviated FR	0	0	0
Ambulatory	18,526	26,287	19,323
Non-Ambulatory	5,908	6,718	5,995
Stretcher	0	0	0
School Board	0	0	0
TOTAL TRIPS	24,434	33,005	25,318

Passenger Trips By Trip Purpose			
Medical	11,934	19,189	15,251
Employment	4,655	7,102	5,202
Ed/Train/DayCare	4	614	491
Nutritional	98	399	319
Life-Sustaining/Other	7,743	5,701	4,055
TOTAL TRIPS	24,434	33,005	25,318

Passenger Trips By Funding Source			
CTD	9,082	13,275	12,143
AHCA	7,154	10,083	7,404
APD	2,446	3,113	5,399
DOEA	0	0	0
DOE	2	4	10
Other	5,750	6,530	362
TOTAL TRIPS	24,434	33,005	25,318

Vehicle Data	2016	2017	2018
Vehicle Miles	370,213	492,542	410,250
Revenue Miles	317,986	417,951	306,768
Roadcalls	4	2	5
Accidents	8	1	2
Vehicles	13	15	15
Driver Hours	26,412	36,436	34,013

Financial and General Data			
Expenses	$671,755	$870,702	$844,389
Revenues	$720,111	$898,220	$801,937
Commendations	1	0	0
Complaints	2	0	0
Passenger No-Shows	1,213	1,776	663
Unmet Trip Requests	97	85	108

Performance Measures			
Accidents per 100,000 Miles	2.16	0.20	0.49
Miles between Roadcalls	92,553	246,271	82,050
Avg. Trips per Driver Hour	0.93	0.91	0.74
Avg. Trips per Para Pass.	38.36	43.43	39.01
Cost per Trip	27.49	26.38	33.35
Cost per Paratransit Trip	27.49	26.38	33.35
Cost per Driver Hour	25.43	23.90	24.83
Cost per Total Mile	1.81	1.77	2.06

Appendix G

Department of Economic Opportunity
Letter of Consistency

The Department Economic Opportunity Letter of Consistency

Will be inserted here upon receipt

Appendix H

Florida and Alabama Departments of Transportation Letters of Consistency, Florida Department of Transportation Checklist, and Florida Department of Transportation Performance Measures Consensus Planning Agreement

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(The TIP is submitted to FDOT for approval after it is approved by the TPO.)

08-08-2019

Gary:

The Alabama Department of Transportation, Local Transportation Bureau, has reviewed the Florida-Alabama TPO's Transportation Improvement Program for the upcoming fiscal year. The Local Transportation Bureau feels like all comments coming from this office have been addressed. This document is ready for approval.

Bryan Fair, P.E. – *Assistant Planning Engineer*
Local Transportation Bureau, ALDOT
O:334-242-6098 M:334-530-0775 (new)
fairb@dot.state.al.us

Transportation Performance Measures
Consensus Planning Document

Purpose and Authority

This document has been cooperatively developed by the Florida Department of Transportation (FDOT) and Florida's 27 Metropolitan Planning Organizations (MPOs) through the Florida Metropolitan Planning Organization Advisory Council (MPOAC), and, by representation on the MPO boards and committees, the providers of public transportation in the MPO planning areas.

The purpose of the document is to outline the minimum roles of FDOT, the MPOs, and the providers of public transportation in the MPO planning areas to ensure consistency to the maximum extent practicable in satisfying the transportation performance management requirements promulgated by the United States Department of Transportation in Title 23 Parts 450, 490, 625, and 673 of the *Code of Federal Regulations* (23 CFR). Specifically:

- 23 CFR 450.314(h)(1) requires that "The MPO(s), State(s), and providers of public transportation shall jointly agree upon and develop specific written procedures for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward achievement of critical outcomes for the region of the MPO, and the collection of data for the State asset management plan for the National Highway System (NHS)."

- 23 CFR 450.314(h)(2) allows for these provisions to be "Documented in some other means outside the metropolitan planning agreements as determined cooperatively by the MPO(s), State(s), and providers of public transportation."

Section 339.175(11), Florida Statutes creates the MPOAC to "Assist MPOs in carrying out the urbanized area transportation planning process by serving as the principal forum for collective policy discussion pursuant to law" and to "Serve as a clearinghouse for review and comment by MPOs on the Florida Transportation Plan and on other issues required to comply with federal or state law in carrying out the urbanized transportation planning processes." The MPOAC Governing Board membership includes one representative of each MPO in Florida.

This document was developed, adopted, and subsequently updated by joint agreement of the FDOT Secretary and the MPOAC Governing Board. Each MPO will adopt this document by incorporation in its annual Transportation Improvement Program (TIP) or by separate board action as documented in a resolution or meeting minutes, which will serve as documentation of agreement by the MPO and the provider(s) of public transportation in the MPO planning area to carry out their roles and responsibilities as described in this general document.

Roles and Responsibilities

This document describes the general processes through which FDOT, the MPOs, and the providers of public transportation in MPO planning areas will cooperatively develop and share information related to transportation performance management.

Email communications will be considered written notice for all portions of this document. Communication with FDOT related to transportation performance management generally will occur through the Administrator for Metropolitan Planning in the Office of Policy Planning. Communications with the MPOAC related to transportation performance management generally will occur through the Executive Director of the MPOAC.

1. Transportation performance data:

    a) FDOT will collect and maintain data, perform calculations of performance metrics and measures, and provide to each MPO the results of the calculations used to develop statewide targets for all applicable federally required performance measures. FDOT also will provide to each MPO the results of calculations for each applicable performance measure for the MPO planning area, and the county or counties included in the MPO planning area.[1][2] FDOT and the MPOAC agree to use the National Performance Management Research Data Set as the source of travel time data and the defined reporting segments of the Interstate System and non-Interstate National Highway System for the purposes of calculating the travel time-based measures specified in 23 CFR 490.507, 490.607, and 490.707, as applicable.

    b) Each MPO will share with FDOT any locally generated data that pertains to the federally required performance measures, if applicable, such as any supplemental data the MPO uses to develop its own targets for any measure.

    c) Each provider of public transportation is responsible for collecting performance data in the MPO planning area for the transit asset management measures as specified in 49 CFR 625.43 and the public transportation safety measures as specified in the National Public Transportation Safety Plan. The providers of public transportation will provide to FDOT and the appropriate MPO(s) the transit performance data used to support these measures.

2. Selection of performance targets:

    FDOT, the MPOs, and providers of public transportation will select their respective performance targets in coordination with one another. Selecting targets generally refers to the processes used to identify, evaluate, and make decisions about potential targets prior to action to formally establish the targets. Coordination will include as many of the following opportunities as deemed appropriate for each measure: in-person meetings, webinars, conferences calls, and email/written communication. Coordination will include timely

[1] When an MPO planning area covers portions of more than one state, as in the case of the Florida-Alabama TPO, FDOT will collect and provide data for the Florida portion of the planning area.
[2] If any Florida urbanized area becomes nonattainment for the National Ambient Air Quality Standards, FDOT also will provide appropriate data at the urbanized area level for the specific urbanized area that is designated.

sharing of information on proposed targets and opportunities to provide comment prior to establishing final comments for each measure.

The primary forum for coordination between FDOT and the MPOs on selecting performance targets and related policy issues is the regular meetings of the MPOAC. The primary forum for coordination between MPOs and providers of public transportation on selecting transit performance targets is the TIP development process.

Once targets are selected, each agency will take action to formally establish the targets in its area of responsibility.

a) FDOT will select and establish a statewide target for each applicable federally required performance measure.

   i. To the maximum extent practicable, FDOT will share proposed statewide targets at the MPOAC meeting scheduled in the calendar quarter prior to the dates required for establishing the target under federal rule. FDOT will work through the MPOAC to provide email communication on the proposed targets to the MPOs not in attendance at this meeting. The MPOAC as a whole, and individual MPOs as appropriate, will provide comments to FDOT on the proposed statewide targets within sixty (60) days of the MPOAC meeting. FDOT will provide an update to the MPOAC at its subsequent meeting on the final proposed targets, how the comments received from the MPOAC and any individual MPOs were considered, and the anticipated date when FDOT will establish final targets.

   ii. FDOT will provide written notice to the MPOAC and individual MPOs within two (2) business days of when FDOT establishes final targets. This notice will provide the relevant targets and the date FDOT established the targets, which will begin the 180-day time-period during which each MPO must establish the corresponding performance targets for its planning area.

b) Each MPO will select and establish a target for each applicable federally required performance measure. To the extent practicable, MPOs will propose, seek comment on, and establish their targets through existing processes such as the annual TIP update. For each performance measure, an MPO will have the option of either[3]:

   i. Choosing to support the statewide target established by FDOT, and providing documentation (typically in the form of meeting minutes, a letter, a resolution, or incorporation in a document such as the TIP) to FDOT that the MPO agrees to plan and program projects so that they contribute toward the accomplishments of FDOT's statewide targets for that performance measure.

   ii. Choosing to establish its own target, using a quantifiable methodology for its MPO planning area. If the MPO chooses to establish its own target, the MPO will coordinate with FDOT and, as applicable, providers of public transportation regarding the approach used to develop the target and the proposed target prior to

[3] When an MPO planning area covers portions of more than one state, as in the case of the Florida-Alabama TPO, that MPO will be responsible for coordinating with each state DOT in setting and reporting targets and associated data.

establishment of a final target. The MPO will provide FDOT and, as applicable, providers of public transportation, documentation (typically in the form of meeting minutes, a letter, a resolution, or incorporation in a document such as the TIP) that includes the final targets and the date when the targets were established .

c) The providers of public transportation in MPO planning areas will select and establish performance targets annually to meet the federal performance management requirements for transit asset management and transit safety under 49 U.S.C. 5326(c) and 49 U.S.C. 5329(d).

   i. The Tier I providers of public transportation will establish performance targets to meet the federal performance management requirements for transit asset management. Each Tier I provider will provide written notice to the appropriate MPO and FDOT when it establishes targets. This notice will provide the final targets and the date when the targets were established, which will begin the 180-day period within which the MPO must establish its transit-related performance targets. MPOs may choose to update their targets when the Tier I provider(s) updates theirs, or when the MPO amends its long-range transportation plan by extending the horizon year in accordance with 23 CFR 450.324(c).

   ii. FDOT is the sponsor of a Group Transit Asset Management plan for subrecipients of Section 5311 and 5310 grant funds. The Tier II providers of public transportation may choose to participate in FDOT's group plan or to establish their own targets. FDOT will notify MPOs and those participating Tier II providers following of establishment of transit-related targets. Each Tier II provider will provide written notice to the appropriate MPO and FDOT when it establishes targets. This notice will provide the final targets and the date the final targets were established, which will begin the 180-day period within which the MPO must establish its transit-related performance targets. MPOs may choose to update their targets when the Tier II provider(s) updates theirs, or when the MPO amends its long-range transportation plan by extending the horizon year in accordance with 23 CFR 450.324(c).

   iii. FDOT will draft and certify a Public Transportation Agency Safety Plan for any small public transportation providers (defined as those who are recipients or subrecipients of federal financial assistance under 49 U.S.C. 5307, have one hundred (100) or fewer vehicles in peak revenue service, and do not operate a rail fixed guideway public transportation system). FDOT will coordinate with small public transportation providers on selecting statewide public transportation safety performance targets, with the exception of any small operator that notifies FDOT that it will draft its own plan.

   iv. All other public transportation service providers that receive funding under 49 U.S. Code Chapter 53 (excluding sole recipients of sections 5310 and/or 5311 funds) will provide written notice to the appropriate MPO and FDOT when they establish public transportation safety performance targets. This notice will provide the final targets and the date the final targets were established, which will begin the 180-day period within which the MPO must establish its transit safety

performance targets. MPOs may choose to update their targets when the provider(s) updates theirs, or when the MPO amends its long-range transportation plan by extending the horizon year in accordance with 23 CFR 450.324(c).

v. If the MPO chooses to support the asset management and safety targets established by the provider of public transportation, the MPO will provide to FDOT and the provider of public transportation documentation that the MPO agrees to plan and program MPO projects so that they contribute toward achievement of the statewide or public transportation provider targets. If the MPO chooses to establish its own targets, the MPO will develop the target in coordination with FDOT and the providers of public transportation. The MPO will provide FDOT and the providers of public transportation documentation (typically in the form of meeting minutes, a letter, a resolution, or incorporation in a document such as the TIP) that includes the final targets and the date the final targets were established. In cases where two or more providers operate in an MPO planning area and establish different targets for a given measure, the MPO has the options of coordinating with the providers to establish a single target for the MPO planning area, or establishing a set of targets for the MPO planning area.

3. Reporting performance targets:

a) Reporting targets generally refers to the process used to report targets, progress achieved in meeting targets, and the linkage between targets and decision making processes FDOT will report its final statewide performance targets to the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) as mandated by the federal requirements.

i. FDOT will include in future updates or amendments of the statewide long-range transportation plan a description of all applicable performance measures and targets and a system performance report, including progress achieved in meeting the performance targets, in accordance with 23 CFR 450.216(f).

ii. FDOT will include in future updates or amendments of the statewide transportation improvement program a discussion of the anticipated effect of the program toward achieving the state's performance targets, linking investment priorities to those performance targets, in accordance with 23 CFR 450.218 (q).

iii. FDOT will report targets and performance data for each applicable highway performance measure to FHWA, in accordance with the reporting timelines and requirements established by 23 CFR 490; and for each applicable public transit measure to FTA, in accordance with the reporting timelines and requirements established by 49 CFR 625 and 40 CFR 673.

b) Each MPO will report its final performance targets as mandated by federal requirements to FDOT. To the extent practicable, MPOs will report final targets through the TIP update or other existing documents.

i. Each MPO will include in future updates or amendments of its metropolitan long-range transportation plan a description of all applicable performance measures

and targets and a system performance report, including progress achieved by the MPO in meeting the performance targets, in accordance with 23 CFR 450.324(f)(3-4).

ii. Each MPO will include in future updates or amendments of its TIP a discussion of the anticipated effect of the TIP toward achieving the applicable performance targets, linking investment priorities to those performance targets, in accordance with 23 CFR 450.326(d).

iii. Each MPO will report target-related status information to FDOT upon request to support FDOT's reporting requirements to FHWA.

c) Providers of public transportation in MPO planning areas will report all established transit asset management targets to the FTA National Transit Database (NTD) consistent with FTA's deadlines based upon the provider's fiscal year and in accordance with 49 CFR Parts 625 and 630, and 49 CFR Part 673.

4. Reporting performance to be used in tracking progress toward attainment of performance targets for the MPO planning area:

a) FDOT will report to FHWA or FTA as designated, and share with each MPO and provider of public transportation, transportation performance for the state showing the progress being made towards attainment of each target established by FDOT, in a format to be mutually agreed upon by FDOT and the MPOAC.

b) If an MPO establishes its own targets, the MPO will report to FDOT on an annual basis transportation performance for the MPO area showing the progress being made towards attainment of each target established by the MPO, in a format to be mutually agreed upon by FDOT and the MPOAC. To the extent practicable, MPOs will report progress through existing processes including, but not limited to, the annual TIP update.

c) Each provider of public transportation will report transit performance annually to the MPO(s) covering the provider's service area, showing the progress made toward attainment of each target established by the provider.

5. Collection of data for the State asset management plans for the National Highway System (NHS):

a) FDOT will be responsible for collecting bridge and pavement condition data for the State asset management plan for the NHS. This includes NHS roads that are not on the State highway system but instead are under the ownership of local jurisdictions, if such roads exist.

For more information, contact:

Mark Reichert, Administrator for Metropolitan Planning, Office of Policy Planning, Florida Department of Transportation, 850-414-4901, mark.reichert@dot.state.fl.us

Carl Mikyska, Executive Director, MPOAC, 850-414-4062, carl.mikyska@mpoac.org

Appendix I

Alabama Department of Transportation Certification, Memorandum of Understanding, Performance Measures Agreement, Authorized Projects, 2020-2024 Spreadsheet, and Monthly Spreadsheet

METROPOLITAN TRANSPORTATION PLANNING SELF-CERTIFICATION

The Alabama Department of Transportation and the Florida-Alabama Transportation Planning Organization for the Pensacola Urbanized Area hereby certify that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements including:

(1) 23 U.S.C. 134, 49 U.S.C. 5303, and 23 CFR part 450, subpart C;

(2) In nonattainment and maintenance areas, sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 CFR part 93;

(3) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d–1) and 49 CFR part 21;

(4) 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

(5) Section 1101(b) of the Fixing America's Surface Transportation Act (FAST Act) (Pub. L. 114-94) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

(6) 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

(7) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

(8) The Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

(9) Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and

(10) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

Florida-Alabama TPO
Metropolitan Planning Organization

Signature

Jeff Bergosh
Printed Name

Chairman
Title

6-12-19
Date

Alabama
State Department of Transportation

John R. Cooper
Signature

John R. Cooper
Printed Name

Director
Title

7/25/2019
Date

SELF-CERTIFICATION OF THE METROPOLITAN TRANSPORTATION PLANNING PROCESS

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1.1 PURPOSE

This chapter provides guidance to the Alabama Department of Transportation for the certification of the metropolitan transportation planning process conducted by ALDOT.

1.2 AUTHORITY

FAST Act https://www.fhwa.dot.gov/fastact/

23 U.S.C. (United States Code) 134 (k)(5)

49 U.S.C. 5303 (k)(5)

23 C.F.R. (Code of Federal Regulations) 450.334

1.3 SCOPE

Federal law and regulation require ALDOT and the MPOs to jointly certify the transportation planning process for the metropolitan area concurrent with the submittal of the entire TIP to the FHWA and the FTA as part of the STIP approval at least every four years. This chapter is intended for use by ALDOT and MPO staff to assist them in carrying out the self-certification requirements.

1.4 REFERENCES

23 U.S.C. 134 ----------(Metropolitan Planning)
42 U.S.C. 2000d et seq. ----------(Title VI of the Civil Rights Act of 1964)
42 U.S.C. 12101 ----------(Americans with Disabilities Act of 1990)
42 U.S.C. 7504 and 7506(c) and (d) (Transportation Air Quality Conformity)
49 U.S.C. 5303----------(Metropolitan Planning)
Section 1101(b) of the FAST Act ---(Disadvantaged Business Enterprises)
23 C.F.R. 450 ----------(Metropolitan Planning)
49 C.F.R. Part 26 ----------(Disadvantaged Business Enterprises)
49 C.F.R. 27 ----------(Nondiscrimination on the Basis of Disability in Programs and Activities Receiving Federal Financial Assistance)
49 C.F.R. 37 ----------(Transportation Services for Individuals with Disabilities)
49 C.F.R. 38 ----------(Americans with Disabilities Act (ADA) Accessibility Specifications for Transportation Vehicles)

1.5 SELF-CERTIFICATION REQUIREMENTS

23 C.F.R. 450.334 requires that concurrent with the submittal of the entire proposed TIP to FHWA and FTA as part of the STIP approval, the State and MPO shall certify at least every four years that the metropolitan transportation planning process is being carried out in accordance with all applicable requirements including:

(1) The metropolitan planning requirements identified in *23 U.S.C. 134* and *49 U.S.C. 5303*;

(2) In non-attainment and maintenance areas, Sections 174 and 176 (c) and (d) of the Clean Air Act, as amended (42 U.S.C. 7504, 7506 (c) and (d)) and 40 C.F.R. Part 93;

(3) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d-1) and 49 C.F.R. Part 21;

(4) 49 U.S.C. 5332 prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

(5) Section 1101(b) of the FAST Act (Public Law 114-94) and 49 C.F.R. Part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

(6) 23 C.F.R. Part 230 regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

(7) The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and *49 C.F.R. Parts 27, 37,* and *38;*

(8) The Older Americans Act, as amended (42 U.S.C. 6101) prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance;

(9) Section 324 of 23 U.S.C. regarding the prohibition of discrimination on the basis of gender; and

(10) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 C.F.R. Part 27 regarding discrimination against individuals with disabilities.

1.6 CERTIFICATION PROCESS & QUESTIONS

When the new STIP and TIPs are developed, ALDOT should contact each of the MPOs to schedule the certification review. The meeting should be scheduled so that ALDOT can provide **preliminary results of the certification.** At the meeting, ALDOT and the MPO

will review all the planning requirements mandated by the 10 areas of law referenced in Section 1.5 and the questions outlined in this section.

The list of questions provided below identifies those minimum tasks that an MPO shall do in order to be fully certified. If the answer to one of the questions below is negative and if the problem cannot be corrected prior to the signing of the joint certification statement, ALDOT has the option of granting conditional certification and including corrective action in the joint certification statement. The corrective action should include a date by which the problem must be corrected. This list is intended to be as comprehensive as possible; however, it is possible that some requirements may have been overlooked and will need to be added at a later date.

Section (1): The metropolitan planning requirements of 23 U.S.C. 134 and 49 U.S.C. 5303;

1. Is the MPO properly designated by agreement between the Governor and 75% of the urbanized area, including the largest incorporated city, and in accordance with procedures set forth in state and local law? [23 U.SC. 134 (d)(1)(A) and (B); 49 U.S.C. 5303 (d); 23 C.F.R. 450.310 (b)]

   TPO Staff Response: Yes, the Interlocal Agreement was updated to include new members from the City of Orange Beach and Escambia County Area Transit (ECAT) and the agreement was filed in December 2015. In April 2016 Escambia County Board of County Commissioners passed a resolution recommending removal of ECAT as a representation on the Florida-Alabama TPO. Subsequently in April 2016, the Florida-Alabama TPO approved Resolution FL-AL 16-15 removing ECAT. Resolution FL-AL 16-15 was filed with Baldwin County, Alabama, and Escambia and Santa Rosa Counties in Florida.

2. For Transportation Management Areas (TMAs) only, does the MPO policy board include local elected officials, officials that administer or operate major modes of transportation, and appropriate state officials? [23 U.S.C. 134 (d)(2)(A), (B), & (C); 49 U.S.C. 5303 (d); 23 C.F.R. 450.310 (d)]

   TPO Staff Response: Yes, the TPO consists of 5 Escambia County Commissioners, 5 City of Pensacola Council members, 5 Santa Rosa County Commissioners, 1 City of Gulf Breeze Council member, 1 City of Milton Council member, 1 Baldwin County Commissioner, and 1 City of Orange Beach Council member.

3. Does the MPO have up to date agreements such as the transportation planning agreement that creates the MPO, the financial agreement, and, if applicable, a transportation planning agreement between the MPOs, State, and public transportation operators where more than one MPO has been designated to serve an urbanized area? [23 C.F.R. 450.314]

TPO Staff Response: The Interlocal Agreement for Creation of the Florida-Alabama TPO was updated and approved by the TPO on October 7, 2015. Escambia County Board of County Commissioners approved a resolution at their April 7, 2016 meeting recommending removal of Escambia County Area Transit as a representative on the TPO. Subsequently, the TPO approved Resolution FL-AL 16-15 accepting Escambia County's recommendation. Resolution FL-AL 16-15 has been filed with Baldwin County, Alabama, and Escambia and Santa Rosa Counties in Florida.

The Intergovernmental Coordination and Review Agreement was executed on June 9, 2010. Since there had been no significant changes to the parties of the agreement, the TPO reaffirmed the agreement on April 8, 2015.

The Agreement for Professional Staff Services by and between the West Florida Regional Planning Council and the Florida-Alabama Transportation Planning Organization for the Pensacola, FL-AL Urbanized Area was updated and approved on December 10, 2014.

4. Does the MPO boundary encompass the existing urbanized area and contiguous area expected to become urbanized within 20-year forecast period? [23 U.S.C. 134 (e)(2); 49 U.S.C. 5303 (e); 23 C.F.R. 450.312 (a)]

   TPO Staff Response: Yes, a methodology document was prepared by the TPO staff during the development of the Metropolitan Planning Area based on the 2010 Census. The Metropolitan Planning Area Boundary was approved by the TPO on December 12, 2012 by Resolution FL-AL 12-31. The Metropolitan Planning Area Map is available for downloading by the following hyperlink on the TPO's Web Site http://www.wfrpc.org/GIS/Boundaries/FA_2010_MPA_Boundary_Approved121212.pdf

5. Did ALDOT send a copy of the boundary map to FHWA and FTA? [23 C.F.R. 450.312 (j)]

   TPO Staff Response: Yes, during membership apportionment, letters were sent to Yvonne Arens (FDOT Office of Policy Planning), Lyle Seigler (FDOT District III Planning) and Jim Doolin (ALDOT Planning) on March 4, 2013 that had the Metropolitan Planning Area maps attached to be forwarded 1 hard copy and 1 electronic copy of the Metropolitan Planning Area Map to FHWA and FTA after its approval by the MPO and the Governor.
   The TPO will be following the Rule Making in the Code of Federal Regulations for the 2020 Census. Once it is published, the TPO will start updating the TPO's Membership for apportionment as well as its Metropolitan Planning Area Boundary Map.

6. For projects located within the boundaries of more than one MPO, does the MPO coordinate the planning of these projects with the other MPO(s)? [23 U.S.C. 134 (g)(2)]

   TPO Staff Response: Yes, the West Florida Regional Planning Council is staff to the

Florida-Alabama TPO, Okaloosa-Walton TPO, and Northwest Florida Regional TPO. No Projects for the Florida-Alabama TPO crossed into Eastern Shore MPO and Mobile MPO, but the Florida-Alabama TPO coordinates with these two MPOs regularly. In addition, Baldwin County staffs the Eastern Shore MPO and Baldwin County has membership on the Florida-Alabama TPO and TCC. Lastly, ALDOT Mobile Region attends the Mobile MPO, Eastern Shore MPO, and the Florida-Alabama TPO meetings.

7. Does the MPO planning process provide for consideration of the 10 planning factors? [23 U.S.C. 134 (h); 23 C.F.R. 450.306 (b)]

   TPO Staff Response: Yes, the Fixing America's Surface Transportation (FAST) Act was adopted on December 4, 2015 and expanded the planning factors from 8 to 10. The TPO's Planning Process since December 4, 2015 provides consideration of the 10 Planning Factors as outlined in the FL-AL TPO UPWP.

   The ten planning factors are:
   1. Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
   2. Increase the safety of the transportation system for motorized and nonmotorized users.
   3. Increase the security of the transportation system for motorized and nonmotorized users.
   4. Increase the accessibility and mobility of people and for freight.
   5. Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth and economic development patterns.
   6. Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
   7. Promote efficient system management and operation.
   8. Emphasize the preservation of the existing transportation system.
   9. Improve resiliency of the system and reduce storm water impact of surface transportation.
   10. Enhance travel and tourism.

   The first eight planning factors were considered in the development of the 2040 Long Range Transportation Plan Goals and Objectives which were reviewed and developed by a steering committee of the TCC and CAC with assistance from the TPO staff and the General Planning Consultant. A matrix showing how the 8 planning factors were included in the strategies of the 2040 LRTP can be found on pages 3 and 4 of the Goals and Objectives Final Report at http://www.wfrpc.org/wp-content/uploads/2019/02/Final-Report-V5-07_20_16-1.pdf. It is understood two additional Planning Factors are included in the recent Fixing America's Surface Transportation Act. These two additional Planning Factors will be considered in the 2045 Long Range Transportation Plan. The 10 Planning Factors were also considered in the FY 2017-FY 2018 Unified Planning Work Program as shown in Table 1 on page 10 at http://www.wfrpc.org/wp-content/uploads/2019/01/FINAL-Florida-Alabama-TPO-FY-2019-FY-2020-UPWP-12-21-18.pdf.

8. Did the Long-Range Transportation Plan (LRTP) have at least a 20-year horizon at the time of adoption of the last major update? [23 U.S.C. 134 (i)(2)(A); 23 C.F.R. 450.324 (a)]

   TPO Staff Response: Yes, the 2035 Long Range Transportation Plan was adopted on November 10, 2010. The 2040 Long Range Transportation Plan was adopted on November 3, 2015. Therefore, the last two Long Range Transportation Plan updates had at least a 20-year horizon at the time of adoption.

9. Did the LRTP address the following areas in accordance with 23 U.S.C. 134 (i)(2), 49 U.S.C. 5303 (f)?

   - Identify projected transportation demand of persons and goods in the metropolitan planning area over the period of the transportation plan.

     TPO Staff Response: The northwest Florida regional transportation model does not include Alabama. Currently, we are not able to project the transportation demand of persons and goods in the Alabama portion of the metropolitan planning area. The TPO will work with ALDOT to determine if Alabama can be included in future travel demand models.

   - Identify major transportation facilities (including major roadways, public transportation facilities, intercity bus facilities, multimodal and intermodal facilities, nonmotorized transportation facilities) that function as an integrated metropolitan transportation system, giving emphasis to facilities that serve national and regional transportation functions.

     TPO Staff Response: A comprehensive review and analysis of all regional multimodal needs was completed as part of the plan update process. As documented throughout the 2040 LRTP, an inventory of major roadway, transit, multimodal and intermodal facilities, bicycle and pedestrian facilities, and intermodal connectors was completed, and the needs were identified.

   - Include a description of the performance measures and performance targets used in assessing the performance of the transportation system in accordance with 23 USC 134(h)(2).

     TPO Staff Response: The 2045 LRTP will address performance measures and performance targets.

   - Include a system performance report and subsequent updates evaluating the condition ands performance of the transportation system with respect to the performance targets described in 23 USC 134(h)(2).

TPO Staff Response: The 2045 LRTP will address performance targets.

- Include discussion of types of potential environmental mitigation activities and potential areas to carry out these activities, including activities that may have the greatest potential to restore and maintain the environmental functions affected by the plan.

  TPO Staff Response: A systemwide approach to environmental mitigation activities are identified in the 2040 LRTP. The Efficient Transportation Decision Making Process established by the FDOT was used to identify an inventory of potential issues that may be associated with each corridor. The FDOT has established procedures for addressing all mitigation issues in consultation with agencies as part of the Project Development & Environmental (PD&E) process. Section 5.5 to Section 5.8 in the Final Report includes substantial documentation on Environmental Mitigation, Strategies, and Screening. Environmental maps, statutes, rules, and local government comprehensive plans were referenced.

- Include a financial plan that showed the public and private revenue sources that could reasonably be expected.

  TPO Staff Response: A financial plan was prepared and is documented in the 2040 LRTP. Federal and state funding program estimates were provided through the FDOT and a separate table was provided by ALDOT. These revenues are summarized in the 2040 LRTP.

- Include discussion of operational and management strategies to improve the performance of existing transportation facilities to relieve vehicular congestion and maximize the safety and mobility of people and goods.

  TPO Staff Response: A funding set-aside or box was created for ITS and multimodal corridor studies as part of the 2040 LRTP. This will create an annual funding stream for operational projects to be identified and funded as the needs arise. The 2040 Florida-Alabama Needs Plan contains a project called "Traffic Operations Center" to be constructed in Orange Beach.

- Include discussion of capital investment and other strategies to preserve the existing and projected future metropolitan transportation infrastructure, provide for multimodal capacity increases based on regional priorities and needs, and reduce the vulnerability of the existing transportation infrastructure to national disasters.

  TPO Staff Response: Development of the 2040 LRTP involved extensive analysis of the preservation of existing and forecasted infrastructure.

- Indicate as appropriate proposed transportation and transit enhancement

activities.

TPO Staff Response: Transit and transit mobility projects have a funding set aside or box that has been included as part of the 2040 LRTP. The TPO has a separate transportation alternatives program that identifies and ranks qualified projects.

10. Did the LRTP address the following minimum required areas in accordance with 23 C.F.R. 450.324 (f)?

- Identify projected transportation demand of persons and goods in the metropolitan planning area over the period of the transportation plan;

TPO Staff Response: A regional travel demand model was developed that projected demands on the roadway infrastructure through the year 2040.

- Identify existing and proposed transportation facilities (including major roadways, transit, multimodal and intermodal facilities, pedestrian walkways and bicycle facilities, and intermodal connectors);

TPO Staff Response: A comprehensive review and analysis of all regional multimodal needs was completed as part of the plan update process. As documented throughout the 2040 LRTP, an inventory of major roadway, transit, multimodal and intermodal facilities, bicycle and pedestrian facilities, and intermodal connectors was completed, and the needs were identified.

- Include a description of the performance measures and performance targets used in assessing the performance of the transportation system in accordance with 23 C.F.R. 450.306(d).

TPO Staff Response: The 2045 LRTP will address performance measures and performance targets.

- Include a system performance report and subsequent updates evaluating the condition and performance of the transportation system with respect to the performance targets described in 23 C.F.R. 450.306(d)

TPO Staff Response: The 2045 LRTP will address performance targets.

- Include operational and management strategies to improve the performance

of existing transportation facilities;

TPO Staff Response: A funding set-aside or box was created for ITS and multimodal corridor studies as part of the plan. This will create an annual funding stream for operational projects to be identified and funded as the needs arise.

- In TMA areas, consider the results of the congestion management process;

TPO Staff Response: The Congestion Management Process Plan (CMPP) was updated as part of the 2040 LRTP update. Congestion management strategies included in the CMPP have been included in the 2040 LRTP.

- Include an assessment of capital investment and other strategies to preserve the existing and projected future metropolitan transportation infrastructure and provide for multimodal capacity increases based on regional priorities and needs;

TPO Staff Response: Development of the 2040 LRTP involved extensive analysis of the preservation of existing and forecast infrastructure.

- Describe the proposed improvements in sufficient detail to develop cost estimates;

TPO Staff Response: The purpose and need for each project was developed as part of the 2040 LRTP. Cost estimates were developed and have been included. These costs are based on FDOT planning level cost estimates.

- Discuss types of potential environmental mitigation activities and potential areas to carry out these activities;

TPO Staff Response: A systemwide approach to environmental mitigation activities are identified in the 2040 LRTP. The Efficient Transportation Decision Making Process established by the FDOT was used to identify an inventory of potential issues that may be associated with each corridor. The FDOT has established procedures for addressing all mitigation issues in consultation with agencies as part of the Project Development & Environmental (PD&E) process.

- Include pedestrian walkway and bicycle transportation facilities;

  TPO Staff Response: The TPO has developed a Bicycle and Pedestrian Master Plan. From this plan projects will be drawn and funded. Dedicated funding was set aside for bicycle and pedestrian projects in the 2040 LRTP.

- Include transportation and transit enhancement activities;

  TPO Staff Response: Transit and transit mobility projects have a funding set-aside or box that has been included as part of the 2040 LRTP.

- Include a financial plan that demonstrates how the adopted transportation plan can be implemented

  TPO Staff Response: A financial plan was prepared and is documented in the 2040 LRTP which can be found here: http://www.wfrpc.org/wp-content/uploads/2019/02/Final-Report-V5-07_20_16-1.pdf.

- Include design concept and design scope descriptions of all existing and proposed transportation facilities in sufficient detail, regardless of funding sources, in nonattainment and maintenance areas for conformity determinations under the EPA's transportation conformity regulations (40 C.F.R. part 93, subpart A).

  TPO Staff Response: Questions do not apply to the FL-AL TPO since the TPO area has maintained attainment and has never been designated a maintenance area.

11. Has the LRTP been reviewed and updated at least 5 years since the date of the last MPO Board action? If the MPO planning area is in nonattainment and maintenance areas, has the LRTP been reviewed and updated at least 4 years since the last board action? [23 U.S.C. 134 (i)(1); 23 C.F.R. 450.324 (c)]

    TPO Staff Response: Yes, the Florida-Alabma 2035 Long Range Transportation Plan was adopted by Resolution FL-AL 10-42 on November 10, 2010. The 2040 Long Range Transportation Plan was adopted by Resolution FL-AL 15-36 on November 3, 2015. Therefore, the maximium 5 year deadline between Long Range Transportation Plan adoptions was met.

12. Has the MPO sent all updates/amendments of the LRTP to FHWA and FTA via

the ALDOT's Local Transportation Bureau? [23 C.F.R. 450.324 (c)]

TPO Staff Response: Yes, the 2040 Florida-Alabama Long Range Transportation Plan was adopted by Resolution 15-36 on November 3, 2015. The Final Report has been signed off by ALDOT and FDOT. The necessary copies were provided to ALDOT and FDOT for distribution to FHWA and FTA. LRTP amendments that pertain to Alabama projects will be sent to ALDOT and LRTP amendments that pertain to Florida projects will be sent to FDOT. Both DOTs will forward the amendment documents to FHWA and FTA.

13. Was the TIP developed in cooperation with the State and local transit operators? [23 U.S.C. 134 (j)(1)(A); 49 U.S.C. 5303 (a); 23 C.F.R. 450.326 (a)]

TPO Staff Response: Yes, Escambia County Area Transit updates the public transportation section in the Project Priorities which are used by FDOT to prepare their work program which ultimately leads to the TPO's Transportation Improvement Program. Both Baldwin Rural Area Transportation System and the Escambia County Area Transit have membership on the TPO's Technical Coordinating Committee which reviews and comments on the TIP prior to adoption by the TPO.

14. Was the TIP updated at least every 4 years and approved by the MPO and the Governor? [23 U.S.C.134 (j)(1)(D); 23 C.F.R. 450.326 (a)]

TPO Staff Response: Yes, the Florida-Alabama TIP is approved annually by the TPO Board and is sent to ALDOT for approval by the Governor of Alabama. ALDOT's approval of the TIP is included as an Appendix in the LRTP.

15. Was the TIP financially constrained and did it include only revenues that could be reasonably expected? [23 U.S.C. 134 (j)(2)(B); 49 U.S.C. 5303 (j); 23 C.F.R. 450.326 (h)]

TPO Staff Response: Yes, the TIP is financially constrained based on the TPO's allocation and projects with Federal, State, and Local funds. These funds are the only funds that are reasonably expected. The allocation from ALDOT is included as an Appendix in the TIP.

16. Did the TIP contain a priority list of federally supported projects to be supported over the next four years? [23 U.S.C. 134 (j)(2)(A); 49 U.S.C. 5303 (j); 23 C.F.R. 450.326 (a)]

TPO Staff Response: Yes, the TIP contains a 5-year summary of projects by funding category as requested by Florida DOT. Florida-Alabama TPO adopts a project priority document annually. A federally supported spreadsheet with our allocation is agreed upon with ALDOT. ALDOT's Local Transportation Bureau provides an update to the spreadsheet to the TPO Staff every month to review for accuracy.

17. Did the TIP contain all regionally significant projects, as defined by 23 C.F.R. 450.104? [23 U.S.C. 134 (j)(3)(B); 49 U.S.C. 5303 (j)(2); 23 C.F.R. 450.326 (d)]

    TPO Staff Response: Yes, the definition of Regionally Significant as defined in 23 C.F.R. 450.104 is a transportation project that is on a facility which serves regional transportation needs and would normally be included in the modeling of the metropolitan area's transportation network. The current transportation network consists of principal arterials, minor arterials, urban collectors, and minor collectors. The 2040 Long Range Transportation Plan Update updated the Congestion Management Process Plan to reflect the 2010 Functional Classification System in Escambia, Santa Rosa, and Baldwin Counties for these categories. FDOT, TPO, and local governments have worked cooperatively to include such projects in the TIP.

18. Was the TIP consistent with the LRTP? [23 U.S.C. 134 (j)(3)(C); 49 U.S.C. 5303 (j)(1); and 23 C.F.R. 450.326 (i)]

    TPO Staff Response: Yes, LRTP Cost Feasible Plan projects which have phases funded in the next five years are included in the Transportation Improvement Program.

19. Does the TIP identify the criteria and process for prioritizing implementation of transportation plan elements (including inter-modal trade-offs) for inclusion in the TIP and any changes in priorities from previous TIPs? [23 C.F.R. 450.326 (n) (1)]

    TPO Staff Response: Yes, criteria for the Long Range Transportation Plan, Transportation System Management, and Transportation Alternatives Program Projects are included in the TPO's Project Priorites. The Project Priorities are an Appendix in the Transportation Improvement Program. Project Priorities are updated annually and change from year to year just like Transportation Improvement Program.

20. Did the TIP include a listing of projects for which Federal funds have been obligated in the preceding year, or was this list otherwise made available for public review? [23 U.S.C. 134 (j)(7)(B); 49 U.S.C. 5304 (j)(7); 23 C.F.R. 450.326 (b) and (n)]

    TPO Staff Response: Yes, Appendix D of the Transportation Improvement Program contains the listing of Federal Obligated Projects.

21. When developing the LRTP and TIP, did the MPO provide citizens, affected public agencies, representatives of transportation agency employees, freight shippers, providers of freight transportation services, private providers of transportation, representatives of users of public transit, and other interested parties with a reasonable opportunity to comment on the proposed plan and program? [23 U.S.C. 134 (i)(6)(A) and (j)(4)]

TPO Staff Response: The organizations and groups that provided briefings on the development of the 2040 Long Range Transportation Plan are listed on page 3-5 of the Final Report, pages 5 and 6 of the Needs Plan Technical Report, and pages 4 and 5 of the Cost Feasible Plan Technical Report. These organizations are among the entities listed in 23 CFR 450.316(a). The public was able to comment on development of the LRTP and TIP during public workshops, at TPO and Advisory Committee Meetings, and at an advertised public hearing. For additional details see both LRTP and TIP as well as the Project Priorities document on the TPO's web site here: http://www.wfrpc.org/programs/transportation-planning/fl-al-tpo/plans-and-documents.

22. Is the LRTP and TIP of the MPO published or otherwise readily available for public review? [23 U.S.C. 134 (i)(6) and (j)(7)(A)]

TPO Staff Response: The adopted plans and technical reports are included on the West Florida Regional Planning Council web site as .pdf files. A summary report of the 2040 Long Range Transportation Plan was also prepared to handout to various groups and organizations throughout the year. CDs of the Final Report were sent to FDOT contacts, Legislative Delegation (Local and Federal), Local Libraries, and other organizations (the Florida Department of Economic Opportunity, Alabama Historical Commission, Alabama Department of Environmental Management, US Fish and Wildlife Service, Alabama Department of Economic and Community Affairs, and U.S. Army Corps of Engineers). The same distribution process was used for the Transportation Improvement Program.

23. Did the UPWP identify work proposed for the next one- or two-year period by major activity and task in sufficient detail to indicate who will perform the work, the schedule for completing the work, the resulting products, the proposed funding by activity/task, and a summary of the total amounts and sources of Federal and matching funds? [23 C.F.R. 450.308 (c)]

TPO Staff Response: Yes, the FY 2019-FY 2020 Unified Planning Work Program has 12 tasks that are identified per Fiscal Year with projects with target dates of completion. Each task is also broken down by funding source and summarized by table.

UPWP Link: http://www.wfrpc.org/wp-content/uploads/2019/01/FINAL-Florida-Alabama-TPO-FY-2019-FY-2020-UPWP-12-21-18.pdf.

The updated FY 2019-2020 UPWP (draft only) can be found here: http://www.wfrpc.org/wp-content/uploads/2019/02/DRAFT-Florida-Alabama-TPO-FY-2019-FY-2020-UPWP-Year-2-Review-1.pdf

24. Did the UPWP document planning activities to be funded with through Title 23 U.S.C. and the Federal Transit Act? [23 C.F.R. 450.308 (b)]

TPO Staff Response: Yes, the FL-AL FY 2019-FY 2020 UPWP adopted April 11, 2018

includes the following planning activities under Public Transportation in Task C.4 Multi-modal Planning:

- Technical assistance and staff support for public transportation in the Pensacola, FL-AL UZA
- Project administration and oversight implementation for remaining JARC and New Freedom funds
- Assist ECAT in development of performance measures
- Establish routine coordination with ECAT
- Working with transit and local governments to prepare for ACES vehicle impacts
- Travel to trainings, workshops, conferences
- Presentations at meetings and workshops

25. Were the transportation plans and programs of the MPO based on a continuing, comprehensive, and cooperative process? [23 U.S.C. 134 (c)(3), 49 U.S.C. 5303 (c)(3)]

    TPO Staff Response: Yes, the TPO process is based on a continuing, comprehensive, and cooperative process which is standard language in each Resolution that is approved by the TPO Board. Standard language in adopted TPO Resolutions for Transportation Plans and Programs is "The Florida-Alabama Transportation Planning Organization (TPO) is the organization designated by the governors of Florida and Alabama as being responsible, together with states of Florida and Alabama, for carrying out the continuing, cooperative and comprehensive transportation planning process for the Florida-Alabama TPO Planning Area.

26. If located in a Transportation Management Area, does the MPO have an up to date congestion management process? [23 U.S.C. 134 (k)(3)]

    TPO Staff Response: Yes, the Florida-Alabama TPO Congestion Management Process Plan was adopted by Resolution FL-AL 15-37 on November 3, 2015 and a minor update occurs annually. The 2018 Minor Update can be found here: http://www.wfrpc.org/wp-content/uploads/2018/11/2018-CMP-Report-Minor-Update-Final.pdf.

27. Does the MPO have a documented Public Participation Plan that defines a process for members of the public to have reasonable opportunity to participate in the planning process? [23 C.F.R. 450.316 (a)]

    TPO Staff Response: In an effort to ensure the plans of the TPO reflect community values and equally benefit all planning area stakeholders, a public participation process manual was created and approved by the board to:
    - Inform the public of transportation meetings and other events in a timely manner and stage at a convenient location,
    - Educate the public regarding their role in the transportation planning and decision-making process
    - Involve the public by providing opportunities early and often,

- Reach all communities with an emphasis on the underserved,
- Continually evolve to improve the public participation process as trends and technologies change.
It is available online at http://www.wfrpc.org/wp-content/uploads/2014/08/FL-ALTPO-PPP-FINAL-2016-1.pdf.

28. Has the MPO recently reviewed its Public Participation Plan? [23 C.F.R. 450.316 (a)(1)(x)]

    TPO Staff Response: TPO Staff continually reviews the PPP as trends and technologies change. The PPP was updated in September 2018 and is reviewed annually. The PPP is currently being reviewed and updated based on feedback from federal certification. The update is planned for review in April 2019 and adoption in June 2019.

29. When the Public Participation Plan was adopted, was it made available for public review for at least 45 days? [23 C.F.R. 450.316(a)(3)]

    TPO Staff Response: The Public Participation Plan was adopted in September 2018. Staff opened the 45-day review period on July 20, 2018.

Section (2): The requirements of Sections 174 and 176 (c) and (d) of the Clean Air Act (for air quality nonattainment and maintenance areas only)

TPO Staff Response: Questions do not apply to the FL-AL TPO since the TPO area has maintained attainment and has never been designated a maintenance area.

1. How does the MPO coordinate the development of the Transportation Plan with SIP development?

2. How does the MPO's UPWP incorporate all of the metropolitan transportation-related air quality planning activities addressing air quality goals, including those not funded by FHWA/FTA?

3. Does the metropolitan planning process include a Congestion Management Process that meets the requirements of 23 C.F.R. Part 450.322? What assurances are there that the Transportation Plan incorporates travel demand and operational management strategies, and that necessary demand reduction and operational management commitments are made for new SOV projects?

4. How does the MPO ensure that the TIP includes all proposed federally and non-federally funded regionally significant transportation projects, including intermodal facilities?

Sections (3), (4), and (7) through (10): The prohibitions against discrimination on the basis of race, color, creed, national origin, age, gender, or disability as dictated by Title VI of the Civil Rights Act of 1964, as amended; 49 U.S.C. 5332; 23 U.S.C. 324; the Americans with Disabilities Act; the Older Americans Act; and Section 504 of the Rehabilitation Act of 1973

1. Does the MPO have a signed Title VI policy statement expressing commitment to non-discrimination? [23 C.F.R. 200.9 (a)(1)]

   TPO Staff Response The signed Nondiscrimination Agreement, including Title VI Assurances, is included in Appendix A of the UPWP.

   The TPO's updated Title VI Policy Statement and Plan was adopted September 7, 2016 and can be found here: http://www.wfrpc.org/wp-content/uploads/2014/08/FL-AL-Title-VI-Policy.pdf. The signed Title VI policy statement is included in the UPWP. The TPO's Title VI Policy Statement and Plan are currently being reviewed for an update in 2019.

2. Does the MPO take action to correct any deficiencies found by ALDOT within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance? [23 C.F.R. 200.9 (a)(3)]

   TPO Staff Response: No deficiencies have been found. If deficiencies are found, the MPO will take action to correct within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance.

3. Does the MPO have a staff person assigned to handle Title VI and ADA related issues? This does not need to be a full-time equivalent position, but there should be at least someone at the MPO for whom Title VI and ADA is an extra duty area. [23 C.F.R. 200.9 (b)(1); 49 C.F.R. 27.13]

   TPO Staff Response: Public Involvement Coordinator Brittany Ellers is responsible for Title VI and ADA related issues.

4. Does the MPO have a procedure in place for the prompt processing and disposition of Title VI and Title VIII complaints, and does this procedure comply with ALDOT's procedure? [23 C.F.R. 200.9 (b)(3)]

TPO Staff Response: The adopted Title VI Policy and Plan outlines the procedure. English and Spanish Complaint Forms are availabe at http://www.wfrpc.org/programs/fl-al-tpo/documents.

5. Does the MPO collect statistical data (race, color, national origin, sex, age, disability) of participants in, and beneficiaries of the programs and activities of the MPO? [23 C.F.R. 200.9 (b)(4)]

   TPO Staff Response: The TPO collects demographic data from the US Census Bureau and analyzes it at the County, TPO, and Community (Census-Designated Place) levels.

6. Does the MPO conduct an annual review of their program areas (for example: public involvement) to determine their level of effectiveness in satisfying the requirements of Title VI? [23 C.F.R. 200.9 (b)(6)]

   TPO Staff Response: The TPO's Public Participation Process Manual describes the processes used to involve all persons in a community, regardless of race, income, or status, being affected positively or negatively by any TPO program area. The Public Involvement Coordinator evaluates the effectiveness in satisfying the requirements of Title VI by the number of people reached at each event, the number of new groups presented to, the number of articles or stories generated from the media, and by tallying surveys handed out at each event. Quarterly Assessments are also conducted to determine effectiveness by surveying staff following public outreach events on both the effectiveness of the event and how well the activity reaches the underserved communities. The Public Participation Manual can be found here: http://www.wfrpc.org/wp-content/uploads/2014/08/FL-ALTPO-PPP-FINAL-2016-1.pdf.

7. Has the MPO participated in any recent Title VI training, either offered by the state, organized by the MPO, or some other form of training, in the past year?

   TPO Staff Response: Staff organized and participated in a Title VI Training on April 6, 2018. The training featured a Title VI/ADA Overviw and guest speaker, Christopher Ryan, Deputy Executive Director, Communication and Outreach, Title VI / DBE Coordinator Broward Metropolitan Planning Organization.

8. Does the MPO have a signed Non Discrimination Agreement, including Title VI Assurances, with the State?

TPO Staff Response: The signed Nondiscrimination Agreement, including Title VI Assurances, is included in Appendix A of the UPWP. The Nondiscrimination Agreement is signed annually as part of the UPWP update process.

The TPO's updated Title VI Policy Statement and Plan was adopted September 7, 2016 and can be found here: http://www.wfrpc.org/wp-content/uploads/2014/08/FL-AL-Title-VI-Policy.pdf. The signed Title VI policy statement is included in the UPWP. The TPO's Title VI Policy Statement and Plan are currently being reviewed for an update in 2019.

9. Do the MPO's contracts and bids include the appropriate language as shown in the appendices of the Non Discrimination Agreement with the State?

TPO Staff Response: All advertisements for consultants and sub-consultants includes the following DBE Policy Statement:

EQUAL OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM STATEMENT: The TPOs do not discriminate on any basis, as required by 49 USC 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, 42 USC 2000d to 2000d-4, and Title 49 CFR, Part 21. The TPOs ensure, in accordance with 49 CFR Part 26, that certified FDOT Disadvantaged Business Enterprise Program (DBE) participants have an equal opportunity to receive and participate in FDOT assisted contracts.

10. Does the MPO hold its meetings in locations that are ADA accessible? [49 C.F.R. 27.7 (5)

TPO Staff Response: All of the TPO's meetings are held in ADA accessible locations. TPO staff utilizes the ADA Checklist for Existing Facilities for determining meeting locations. The checklist can be found at this link: http://www.adachecklist.org/checklist.html.

11. Does the MPO take appropriate steps to ensure its communications are available to persons with impaired vision and hearing? [49 C.F.R. 27.7 (6)(c)]

TPO Staff Response: All legal notices and news releases advertising public meetings of the TPO include information on how to contact the TPO for special accommodations including deaf/hard of hearing, visually impaired, mobility issues and foreign language needs. All meetings are held in ADA compatible locations and with advance notice (as stated in our notices), staff can have interpreters available to translate.

12. Does the MPO keep on file for 1 year all complaints of ADA non-compliance received and for 5 years a record of all complaints in summary form? [49 C.F.R. 27.121]

    TPO Staff Response: The TPO has received no complaints in the past year. If any complaints are received the TPO will retain as required by law.

13. Have all the local governments included within the MPO's study area boundary completed an ADA Transition Plan? Please provide a table indicating the status of the transition plans and copy of the completed transition plans.

    TPO Staff Response:

Municipality	Status of ADA Transition Plan	ADA Coordinator	Location of ADA Transition Plan
Baldwin County	Adopted July 19, 2016 via Resolution No. 2016-094	Ron Cink, County Administrator	312 Courthouse Square Bay Minette, AL 36507
City of Orange Beach	Adopted September 20, 2016 via Resolution	Landon Smith, Building Official/Floodplain Administrator	4101 Orange Beach Blvd Orange Beach, AL 36561

Section (5): Section 1101(b) of the FAST Act regarding the involvement of disadvantaged business enterprises in FHWA and FTA planning projects *(49 C.F.R. Part 26)* Note: MPOs that are part of municipal or county governments may have some of these processes handled by the host agency.

1. Does the MPO have an ALDOT approved DBE plan?

   TPO Staff Response: FHWA funds are provided to the TPO through FDOT and ALDOT and are subject to FDOT's DBE Program Plan, as described in Chapter 8 of the MPO Program Management Handbook. For FTA funds, the TPO adopted a Public Transportation DBE program and goal of 8% in October of 2015 via Resolution FL-AL 15-33.

2. Does the MPO track DBE participation?

   TPO Staff Response: DBE participation as well as Bidder Opportunity List information is collected and tracked by FDOT via the EOC system. For FTA funds, DBE participation is tracked using the appropriate Federal form.

3. Does the MPO report actual payments to DBEs?

   TPO Staff Response: DBE participation as well as Bidder Opportunity List information is collected and tracked by FDOT via the EOC system. For FTA funds, DBE participation is tracked using the appropriate Federal form.

4. Does the MPO include the DBE policy statement in its boilerplate contract language for consultants and sub-consultants?

   TPO Staff Response: All advertisements for consultants and sub-consultants includes the following DBE Policy Statement:

   EQUAL OPPORTUNITY AND DISADVANTAGED BUSINESS ENTERPRISE PROGRAM STATEMENT: The TPOs do not discriminate on any basis, as required by 49 USC 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity), Title VI of the Civil Rights Act of 1964 as amended, 42 USC 2000d to 2000d-4, and Title 49 CFR, Part 21. The TPOs ensure, in accordance with 49 CFR Part 26, that certified FDOT Disadvantaged Business Enterprise Program (DBE) participants have an equal opportunity to receive and participate in FDOT assisted contracts.

Section (6): 23 C.F.R. Part 230 regarding implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts.

1. Has the MPO implemented an equal employment opportunity program?

   TPO Staff Response: The TPO does not have any construction contracts.

450.334 Self-certifications and Federal certifications.
Each MPO is required to include the new certification form in the TIP when updating the TIP every four (4) years and send a copy of the certification form to ALDOT's Local Transportation Bureau. After the Transportation Director at ALDOT signs the certification form, the Local Transportation Bureau will return a signed copy of the certification form to each MPO to be placed in the MPO's project folder.

MEMORANDUM OF UNDERSTANDING
Alabama Department of Transportation
Statewide Procedures for FY 2020 - 2023 TIP/STIP
Revisions

Purpose

This Memorandum of Understanding (MOU) establishes a set of procedures to be used in the State of Alabama for processing revisions to the Metropolitan Planning Organization (MPO) FY 2020-2023 Transportation Improvement Programs (TIPs), and the Alabama Department of Transportation's Statewide Transportation Improvement Program (STIP). The STIP is the aggregation of the MPO TIP s, AL DOT statewide and Interstate programs.

Definitions

- *Administrative Modification* means a minor revision to a long-range statewide or metropolitan transportation plan, Transportation Improvement Program (TIP), or Statewide Transportation Improvement Program (STIP) that includes minor changes to project/project phase costs, minor changes to funding sources of previously-included projects, and minor changes to project/project phase initiation dates. An administrative modification is a revision that does not require public review and comment, re-demonstration of fiscal constraint, or a conformity determination (in nonattainment and maintenance areas). [23 CFR 450.104]
- *Amendment* means a revision to a long-range statewide or metropolitan transportation plan, TIP, or STIP that involves a major change to a project included in a metropolitan transportation plan, TIP, or STIP, including the addition or deletion of a project or a major change in project cost, project/project phase initiation dates, or a major change in design concept or design scope (e.g., changing project termini or the number of through traffic lanes.) Changes to projects that are included only for illustrative purposes do not require an amendment. An amendment is a revision that requires public review and comment, re-demonstration of fiscal constraint, or a conformity determination (for metropolitan transportation plans and TIPs involving "non-exempt" projects in nonattainment and maintenance areas). In the context of a long-range statewide transportation plan, an amendment is a revision approved by the State in accordance with its public involvement process. [23 CFR 450.104]
- *Betterment* consists of surface treatments/corrections to existing roadway [preferably within Alabama Department of Transportation (ALDOT) right-of-way], to maintain and bring the infrastructure to current design standards for that classification of highway. This may involve full depth base repair, shoulder-widening, increased lane-widths, correction super-elevation, as well as drainage improvements and guide rail upgrades.
- *Change in Scope* is a substantial alteration to the original intent or function of a

programmed project; (e.g., change project termini or the number of through-traffic lanes).

- *Cooperating Agencies* include ALDOT, Metropolitan Planning Organizations (MPOs), and Rural Planning Organizations (RPOs), Federal Highway Administration (FHWA), Federal Transit Administration(FTA), and transit agencies.
- *Financially Constrained (Fiscal Constraint)* means that the metropolitan transportation plan, TIP, and STIP include sufficient financial information for demonstrating that projects in the metropolitan transportation plan, TIP, and STIP can be implemented using committed, available, or reasonably available revenue sources, with reasonable assurance that the federally supported transportation system is being adequately operated and maintained. For the TIP and the STIP, financial constraint/fiscal constraint applies to each program year. Additionally, projects in air quality nonattainment and maintenance areas can be included in the first two years of the TIP and STIP only if funds are "available" or "committed." [23 CFR 450.104]
- *Fiscal Constraint Chart (FCC)* is an Excel spreadsheet, or a chart generated by the Comprehensive Project Management System (CPMS), that depicts the transfer of funds from one source of funding to a done project, or multiple projects, that net out to zero.
- *Level of Effort (LVOE)* is the term used to describe certain grouped projects in the TIPs and STIP that are not considered of appropriate scale to be identified individually. Projects may be grouped by function, work type, or geographical area, using the applicable classifications under 23 CFR 771.117(c) and (d), and/or 40 CFR part 93. In air quality nonattainment and maintenance areas, project classifications must be consistent with the *exempt* project classifications, contained in the transportation conformity regulations (40 CFR part 93). These projects are placed in the TIPs and STIP according to selected funding programs, with their anticipated fiscal year apportionments within the plan.
- *New Project* is a project that is *not* programmed in the current TIP/STIP, and does not have previous obligations from a prior TIP/STIP.
- *Obligated projects* mean strategies and projects funded under Title 23 U.S.C. and Title 49 U.S.C. Chapter 53 for which the supporting federal funds were authorized and committed by the State or designated recipient in the preceding program year and authorized by the FHWA or awarded as a grant by the FTA.
- *Planning Partner* may refer to one of the following: ALDOT, FHWA, MPOs, RPOs, or other federal or state agencies.
- *Project Selection* means the procedures followed by MPOs, States, and public transportation operators to advance projects from the first four years of an approved TIP and/or STIP to implementation, in accordance with agreed upon procedures. [23 CFR 450.104]
- *Public Participation Plan (PPP)* is a documented, broad-based public involvement process that describes how the Planning Partner will involve and engage the public, the under-served, and interested parties in the transportation planning process, and ensure that the concerns of stakeholders are identified and addressed in the development of transportation plans and programs.

Note: The Alabama MPO Public Participation Plans may be found on the individual MPO websites. A complete listing of MPO websites may be found on the following ALDOT site: http://www.dot.state.al.us/ltweb/planning/MPOWebsites.html.

- *Revision* means a change to a long-range statewide or metropolitan transportation plan, TIP, or STIP that occurs between scheduled periodic updates. *A major revision* is *an "amendment," while a minor revision* is *an "administrative modification."* [23 CFR 450.104]
- *Statewide-managed Program (Statewide Program)* includes those transportation improvements or projects that are managed in the STIP, including project selection, at the ALDOT Central Office level, with possible regional Planning Partner solicitation and input. Examples include, but are not limited to HSIP, RRX, and TAP projects.
- *Statewide Transportation Improvement Program (STIP)* means a statewide prioritized listing/program of transportation projects covering a period of four years that is consistent with the long range statewide transportation plan, metropolitan transportation plans, and TIPs, and required for projects to be eligible for funding under Title 23 U.S.C. and Title 49 U.S.C. Chapter 53. [23 CFR 450.104]
- *Transportation Improvement Program (TIP)* means a prioritized listing/program of transportation projects covering a period of four years that is developed and formally adopted by an MPO as part of the metropolitan transportation planning process, consistent with the metropolitan transportation plan, and required for projects to be eligible for funding under Title 23 U.S.C. and Title 49 U.S.C. [23 CFR450.104]

What is a Transportation Improvement Program (TIP) and what is a Statewide Transportation Improvement Program (STIP)?

The TIP consists of the approved MPO projects, developed by the MPOs, and statewide programs and projects developed by ALDOT within the urban areas of the MPOs. The STIP is the official transportation improvement program document, mandated by federal statute and recognized by FHWA and FTA. The STIP is a statewide, prioritized listing or program, of transportation projects to be implemented over a four-year period, consistent with MPO Long Range, Regional, or Metropolitan Plans, Statewide Transportation Plans, and MPO Transportation Improvement Programs (TIPs). The State's Five-Year Program, which incorporates the TIPs and STIP, is required by Alabama state law.

TIP/STIP Administration

FHWA and FTA will only authorize projects, and approve grants for projects, that are programmed in the currently-approved STIP. If a Planning Partner, Transit Agency, or ALDOT, wishes to proceed with a project not programmed in the STIP, a revision must be made to the STIP.

Highway and road projects will be approved by FHWA, and Transit projects will be approved by FTA.

The federal Statewide and Metropolitan Planning regulations contained in 23 CFR 450 et al, govern the provisions of the STIP and of individual MPO TIPs, parts related to STIP and TIP

revisions, and other actions taken to revise the TIP. The intent of this federal regulation is to acknowledge the relative significance, importance, and/or complexity, of individual programming actions. *Federal Transportation Planning and Programming, Code of Regulation,* 23 CFR 450.324, permits the use of alternative procedures by the cooperating parties, to effectively manage actions encountered during a given STIP cycle. The regulations require that any alternative procedures be agreed upon, and such alternative procedures be documented and included in the STIP document.

All revisions must maintain year-to-year fiscal constraint [23 CFR 450.324(e), (h), and (i)] for each of the four years of the TIPs and STIP. All revisions shall account for year of expenditure (YOE), and maintain the estimated total cost of the project, which may extend beyond the four years of the TIP/STIP. The arbitrary reduction of the overall cost of a project, or project phase(s), shall not be utilized for the advancement of another project.

In addition, TIP revisions must be consistent with the Long Range Transportation Plan of the individual MPO, and must correspond to the adopted provisions of the MPO Public Participation Plans. A reasonable opportunity for public review and comment shall be provided for significant revisions to the TIPs and STIP.

If a revision adds a project, deletes a project, or impacts the schedule or scope of work of an air quality significant project in a nonattainment or maintenance area, a new air quality conformity determination will be required, if deemed appropriate by the Interagency Air Quality Consultation Group (IAC). If a new conformity determination is necessary, an amendment to the Long Range or Regional Transportation Plan (project listings only), shall be developed and approved by the MPO. The modified conformity determination would then be based on the amended **LRTP** conformity analysis, and public involvement procedures, consistent with the existing PPP, would be required.

If the August Redistribution of Federal Highway Funds adds, advances, or adjusts federal funding for a project, the MPOs and other Planning Partners will be notified of the Administrative Modification by ALDOT.

Revisions: Amendments and Administrative Modifications

Note: This MOU does NOT change the Codes of Federal Regulations. It does modify some language within those regulations to make clear the understanding between the agreeing parties. For full application of the CFRs, visit definitions for *Amendment, Administrative Modification,* and *Revision* on p. 1. Revisions are not applicable to authorized project scopes

An Amendment is a major STIP/TIP planned project revision that:

- Affects air quality conformity, regardless of the cost of the project or the funding source.
- Adds a new project, or deletes a project, that utilizes federal funds from a statewide line item, exceeds the thresholds listed below, and excludes those federally-funded statewide program projects.
- Adds a new project phase(s), or increases a current project phase, or deletes a project phase(s), or decreases a current project phase that utilizes federal funds, where the

revision exceeds the following thresholds:

*$5 million for ALDOT federally-funded projects and Transportation Management Area (TMA) attributable projects.
*$1 million for ALDOT federally-funded projects and for non-TMA MPOs attributable projects.
*$750,000 for the county highway and bridge program.

- Involves a change in the Scope of Work to a project(s) that would:

*Result in an air quality conformity reevaluation.
*Result in a revised total project estimate that exceeds the thresholds established between ALDOT and the Planning Partner (not to exceed any federally-funded threshold contained in this MOU).
*Results in a change in the Scope of Work on any federally-funded project that is significant enough to essentially constitute a New Project.
*Level of Effort (LVOE) planned budget changes, exceeding 20% of the original budgeted amount.

All items requiring amendments to the STIP should be submitted to the ALDOT Office Engineer bureau no later than the first Tuesday of each month. Amendments to the STIP will be conducted on a Bimonthly cycle. Non-routine amendments requested by the State Transportation Director or the Joint Highway committee can be performed at any time.

Approval by the MPO (or cooperative effort with an RPO) is required for Amendments. The MPO/RPO must then request ALDOT Central Office approval, using the electronic Financial Constraint Chart (FCC) process. An FCC must be provided (in Excel format), which summarizes previous actions, the requested adjustments, and after the changes, an updated TIP. ALDOT's Central Office will review, approve, and forward to the appropriate federal agency for review and approval, with copies to other partner federal agencies.

All revisions shall be identified and grouped as one action on an FCC, demonstrating both project and program fiscal constraint. The identified grouping of projects (the *entire* amendment action) will require approval by the cooperating parties. In the case that a project phase is pushed out of the TIP four-year cycle, the Planning Partner will demonstrate, through a Fiscal Constraint Chart, fiscal balance of the subject project phase, in the second period of the respective Long Range Transportation Plan.

An *Administrative Modification* is a minor STIP/TIP revision that:

- Adds a project from a level of effort category or line item, utilizing 100 percent state or non-federal funding, or an MPO TIP placement of the federally-funded, Statewide Program, or federal funds from a statewide line item that do not exceed the thresholds established by the Planning Partner.
- Adds a project for emergency repairs to roadways or bridges, except those involving substantive or functional adjustments, or location and capacity changes.
- Draws down, or returns funding, from an existing STIP/TIP Reserve Line Item, and does not exceed the threshold established between ALDOT and the Planning Partners.
- Adds federal or state capital funds from low-bid savings, de-obligations, release of encumbrances, from savings on programmed phases, and any other project-cost modification sent to and approved by FHWA or FTA, to *another* programmed project phase or line item.

The initial submission and approval process of the Statewide Transportation Improvement Program (STIP, will establish federal funding for Level of Effort (LVOE) project groups. *Subsequent placement of individual projects in the STIP that are LVOE, will be considered Administrative Modifications.*

Administrative Modifications do not affect air quality conformity, nor involve a significant change in a project scope of work that would trigger an air quality conformity reevaluation; do not exceed the threshold established in the MOU between ALDOT and the Planning Partners, or the threshold established by this MOU (as detailed in the Revisions: Amendments and Administrative Modifications section); and do not result in a change in scope on any federally-funded project that is significant enough to essentially constitute a *new project.*

Administrative Modifications do not require federal approval. ALDOT and the Planning Partner will work cooperatively to address and respond to any FHWA or FTA comments. FHWA and FTA reserve the right to question any administrative action that is not consistent with federal regulations or with this MOU, where federal funds are being utilized.

Level of Effort Funding Categories

Projects in the STIP/TIP, referred to as Level of Effort (LVOE) projects, represent grouped projects not considered of appropriate scale to be identified individually. Projects may be grouped by function, work type, and/or geographical area, using the applicable classifications under 23 CFR 771.117 (c) and (d), and/or 40 CFR part 93. In nonattainment and maintenance areas, project classifications must be consistent with the *exempt project* classifications contained in the EPA transportation conformity regulations (40 CFR part 93).

LVOE projects are placed in the STIP/TIP according to selected funding programs, with the planned funding amounts for each year. ALDOT, and the affected MPOs, will be required to make a formal amendment to the STIP/TIPs for any adjustment of funding of an LVOE group that exceeds 20 percent of it originally-planned funding. The selected statewide funding programs include:

- Interstate Resurfacing Program (includes lighting, sign & pavement rehabilitation)
- Non-Interstate Resurfacing Program (FM)
- Transportation Alternative Program (TAP)
- Safety Projects (Hazard elimination, roadway and rail, high-speed passenger rail, seatbelt, blood alcohol content, and others.)
- Recreational Trails (Funds are transferred to ADECA.)
- County Allocation Funds (Off-system bridges and STP non-urban.) (Only until prior year carryover is fully obligated)
- Federal Transit Programs: (Sub Recipient) 5307 (urbanized), 5311 (non-urban), 5310 (Elderly and Disabilities), and 5339 (Buses and Bus Facilities)

Addition or deletion of individual LVOE projects are considered an administrative modification, and do not require any further MPO action prior to authorization, subject to the dollar thresholds established in the sections above. ALDOT will include all individual LVOE projects on the STIP project detail listing and will also maintain a matrix listing, on the STIP website, of LVOE projects. The MPOs will be notified as soon as any specific projects within their urban areas, are identified and selected, and will have ten (10) days to decline the project. Additionally, the MPOs will be notified as soon as any specific projects are modified or deleted within their urban areas and will have ten (10) days to decline the project deletion or change.

Level of Effort (LVOE) holds funds that are not dedicated to specific projects, and may be used to cover cost increases, or add new projects or project phases. LVOE shall not exceed the thresholds, or the requirements, of any other items that require an amendment.

Level of Effort resurfacing shall be programmed annually. Projects or project lists will be added as soon as available, and MPOs will be notified of all changes that occur in the list.

Financial Constraint

Demonstration of STIP/TIP financial constraint to FHWA and FTA, takes place through a summary of recent Administrative Modifications and proposed Amendments. Real-time versions of the STIP/TIP are available to FHWA and FTA through ALDOT's Comprehensive Project Management System (CPMS/MPO Portal).

Note: While there is no stipulated timeframe established in this MOU for securing federal approval for formal Amendments or Administrative Modifications the agencies are expected to act responsibly and with all due diligence in order to complete these processes in a timely manner.

STIP/TIP Financial Reporting

At the end of each quarter, ALDOT will provide each MPO or Planning Partner with a STIP/TIP financial report of actual federal obligations and state encumbrances for highway, bridge, and transit programs in the respective Metropolitan Planning Areas. At the end of the federal fiscal year, the ALDOT report card can be used by the Planning Partners as the basis for compiling information, in order to meet the Federal Annual Listing of Obligated Projects requirement. The STIP/TIP Financial Report, provided to FHWA and FTA, will also include performance measures as allowed under the *Project Approval and Oversight Agreement* a *Partnership between the Federal Highway Administration Alabama Division and the Alabama Department of Transportation,* applicable to LVOE and to include:

- The total percent of STIP/TIP construction projects advanced to be ran quarterly

A summary report detailing this information will be provided at the end of the federal fiscal year.

As each MPO TIP is adopted, this MOU will be included with the TIP documentation. The MPO or Planning Partner may choose to adopt an MOU that will clarify how the MPO or Planning Partner will address TIP revisions. **In all cases, individual MPO revision procedures will be developed under the guidance umbrella of this document.** If an MPO elects to set more stringent procedures, then ALDOT, FHWA, and FTA will adhere to the more restrictive procedures.

The procedures set forth in this document will serve as the basis from which ALDOT addresses federal-funded, Statewide Program TIP revisions. This Memorandum of Understanding will begin October 1, 2019, and remain in effect until September 30, 2023, unless revised or terminated.

We, the undersigned herby agree to the above procedures and principles.

Mark O. Bartlett — 5/16/2019

Division Administrator
Federal Highway Administration — Date:

Yvette G. Taylor — 5-16-19

Regional Administrator
Federal Transit Administration — Date:

John R Cooper — 4/15/19

Director
Alabama Department of Transportation — Date:

ALABAMA DEPARTMENT OF TRANSPORTATION

Local Transportation Bureau

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Internet: http://www.dot.state.al.us

Kay Ivey
Governor

John R. Cooper
Transportation Director

December 6, 2018

MEMORANDUM 2019-3

TO: Metropolitan Planning Organizations

FROM: D.E. (Ed) Phillips, Jr., State Local Transportation Engineer

Reference: MPO Performance Measures Schedule

Under MAP-21 and the FAST Act, Congress established national goals for the Federal-aid highway program. Those goals resulted in rulemakings that would support transportation decision making through a focus on performance on the National Highway System (NHS). This memorandum serves to coordinate the notification, adoption, and reporting of performance measures.

Earlier this year, all Metropolitan Planning Organizations (MPOs) signed and executed a Performance Management Agreement. This document is attached and outlines the roles of the State and MPO in the development of performance targets. MPOs should expect notification each time a performance target is set and will then have 180 days to adopt the State's performance targets or develop their own. Below is a chart that should help assure federal requirements are met. Adoption of targets should be by resolution. Reporting may be by administrative modification and should be in the FY 2020-2023 Transportation Improvement Program (TIP) and the FY 2045 Long-Range Transportation Plan (LRTP).

PM1		**PM2 & PM3**	
MPO Notification of Targets	By Aug. 31st	MPO Notification of Targets	By May 20th
MPO Adoption of Targets	Before Feb. 27th	MPO Adoption of Targets	Before Nov. 16th
MPO Adoption Cycle	Annually	MPO Adoption Cycle	Even Years
MPO Reporting FY 2016 TIP; FY 2040 LRTP	If amended after 5/27/2018	MPO Reporting FY 2016 TIP; FY 2040 LRTP	If amended after 5/20/2019
MPO Reporting FY 2020 TIP; FY 2045 LRTP	Original document; Annually, if amended	MPO Reporting FY 2020 TIP; FY 2045 LRTP*	Original document; Biennially, if amended
Transit		**Transit Safety**	
MPO Notification of Targets	By Jan. 1st	MPO Notification of Targets	By July 19, 2020
MPO Adoption of Targets	Before July 1st	MPO Adoption of Targets	Before Jan 20, 2021
MPO Adoption Cycle	Annually	MPO Adoption Cycle	To Be Announced
MPO Reporting FY 2016 TIP; FY 2040 LRTP	If amended after 10/01/2018	MPO Reporting FY 2016 TIP; FY 2040 LRTP	Not Applicable
MPO Reporting FY 2020 TIP; FY 2045 LRTP	Original document; Annually, if amended	MPO Reporting FY 2020 TIP; FY 2045 LRTP	If amended after 7/20/2020

*Additional CMAQ reporting required in FY-2020

MPOs should continue to reference the following documents in their adoption of performance measures:

- Performance Management Agreement – See attached.
- Narrative for the TIP and LRTP – Page 91 of https://www.dot.state.al.us/ltweb/administration/pdf/2018Memorandums.pdf provides a template for TIP and LRTP narratives, which should include a description of targets, a Systems Performance Report, and the Performance Management Agreement.
- Highway Safety Improvement Program – PM1 targets for the prior year are located here: https://safety.fhwa.dot.gov/hsip/spm/state_safety_targets/. Data used to develop PM1 targets is located here: https://safetyportal.aladata.com/.
- Transportation Asset Management Plan – This is available by request and provides the basis for PM2 targets.
- Performance Management Roadmap – This document contains information about the development of the PM3 targets. This information was e-mailed to MPO planners and Directors on October 24, 2018 by Ms. Toni Arrington.
- Transit Asset Management Plan – This document was e-mailed to MPO planners on October 15, 2018, by Mrs. Sonya Baker, and provides the basis for Transit performance targets.
- Transit Safety Performance Targets – Information about this upcoming performance measure is located here https://www.transit.dot.gov/regulations-and-guidance/transportation-planning/timeframes-performance-based-planning. Additional information will be forthcoming.

Contact Michael Hora at 334-242-6517 or horam@dot.state.al.us with further questions.

DEP:mh
Attachments

C: Mr. Clint Andrews, Planning and Programs Team Leader, FHWA-Alabama
Ms. Linda Guin, Safety and Technology Engineer, FHWA-Alabama
Ms. Nicole Spivey, Community Planner, FTA
Mr. Michael Hora, Assistant State Local Transportation Engineer
Ms. Sonya Baker, Assistant Bureau Chief, Planning Studies
Mr. Randy Stroup, Assistant State Local Transportation Engineer
Mr. John-Michael Walker, State Safety Operations Engineer
Mr. Ben Yates, Assistant State Maintenance Engineer

18-01997

ALABAMA PERFORMANCE MANAGEMENT AGREEMENT
Per 23 CFR 450.314(h)

THIS AGREEMENT is made and entered into by and between the State of Alabama, acting by and through the Alabama Department of Transportation, hereinafter referred to as STATE; and the Florida-Alabama Transportation Planning Organization, hereinafter referred to as MPO;

WHEREAS, the United States Department of Transportation promulgated transportation planning regulations in 23 CFR 450.314, and

WHEREAS, MPO(s), the STATE(s), and providers of public transportation are required by 23 CFR 450.314 to cooperatively determine their mutual responsibilities in carrying out the performance-based planning and programming requirements established by federal law, and

WHEREAS, the 23 CFR 450.314(h) requires that MPO(s), the STATE(s), and providers of public transportation shall jointly agree upon and develop specific written procedures for cooperatively developing and sharing information related to transportation performance data, the selection of performance targets, the reporting of performance targets, the reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO, and the collection of data for the State asset management plan for the National Highway System (NHS).

NOW, THEREFORE, BE IT RESOLVED, that the parties do hereby agree to adhere to the following coordination mechanisms to meet performance-based planning and programming requirements for highways in accordance with 23 CFR 450.314(h) and established federal guidance.

1. Development of transportation performance data

    a. The STATE will collect data used in developing statewide targets to meet the federal performance management requirements for highways[1] to include the following:

        i. Targets for assessing the **Highway Safety Improvement Program (PM1)** for the following measures[2]:

            1. Number of fatalities
            2. Rate of fatalities per 100 million Vehicle Miles Traveled (VMT)
            3. Number of serious injuries
            4. Rate of serious injuries per 100 million VMT
            5. Number of combined non-motorized fatalities and non-motorized serious injuries

        ii. Targets for assessing **Pavement and Bridge Condition for the National Highway Performance Program (PM2)** for the following measures:

            1. Percentage of pavements on the Interstate System in Good condition
            2. Percentage of pavements on the Interstate System in Poor condition
            3. Percentage of pavements on the NHS (excluding the Interstate System) in Good condition
            4. Percentage of pavements on the NHS (excluding the Interstate System) in Poor condition
            5. Percentage of NHS bridge deck area classified in Good condition
            6. Percentage of NHS bridge deck area classified in Poor condition

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[1] 23 CFR Part 490

[2] PM1/Safety performance measures and targets are applicable to all public roads regardless of ownership or functional classification; 23 CFR Part 924

iii. Targets for assessing performance of the **National Highway System, Freight Movement on the Interstate System and Congestion Mitigation and Air Quality Improvement Program (PM3)** for the following performance measures:

1. Percent of Person-Miles traveled on the Interstate System that are Reliable
2. Percent of Person-Miles traveled in the Non-Interstate System that are Reliable
3. Percent Change in Tailpipe CO2 Emissions on the NHS from the Calendar Year 2017[3]
4. Percentage of the Interstate System Mileage providing Reliable Truck Travel Times
5. Annual hours of Peak-Hour Excessive Delay Per Capita
6. Percent of Non-Single-Occupant-Vehicle (SOV) Travel
7. Total Emissions Reduction

iv. Targets for assessing performance of **the Transit Asset Management (TAM) Plan** for the following performance measures:

1. Asset Category: Rolling Stock (All revenue vehicles)
    a. Age- % of revenue vehicles within an asset class that have met or exceed their Useful Life Benchmark
2. Asset Category: Equipment (Non-revenue vehicles)
    a. Age- % of revenue vehicles within an asset class that have met or exceed their Useful Life Benchmark
3. Asset Category: Facilities (the STATE will only rate FTA funded facilities)
    a. Condition- % of facilities with a condition rating below 3.0 on a FTA Transit Economic Requirement Modal (TERM) Scale
4. Public Transportation agencies that are a part of the TAM will provide transit data by asset class (both revenue and non-revenue) and facilities conditions on an annual basis to the STATE.
5. Public Transportation agencies and MPOs developing their own TAM plan will provide their targets and the final report to the STATE.

b. Those MPOs that are currently designated as being in non-attainment or maintenance for air quality[4] will coordinate with the STATE on the collection and provision of data used in developing targets for the Congestion Mitigation and Air Quality (CMAQ) traffic congestion measures (Annual Hours of Peak-Hour Excessive Delay per capita and Percent Non-SOV Travel) and the Total Emission Reduction Measures.

c. The STATE will distribute transportation performance data used in developing statewide highway and transit targets to each Alabama MPO.

i. The STATE will provide performance data each time a statewide target is established or revised, per Section 2 of this agreement.

ii. Where possible and practicable, the STATE will provide performance data for each MPO planning area for purposes of tracking progress towards attainment of critical outcomes for each region's required System Performance Reports, per Section 4 of this agreement.

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[3] This measure and associated target will only be required if it is not repealed. Reference: Federal Register/Vol. 82, No. 215/Wednesday, November 8, 2017/ Proposed Rules; FHWA Docket No. FHWA-2017-0025.

[4] As determined through annual *Applicability Determination: CMAQ Traffic Congestion and CMAQ On-Road Mobile Source Emissions Measures,* 23 CFR Part 490.

iii. Notwithstanding any provision of this Agreement to the contrary, the parties agree that any safety data or information protected by 23 U.S.C. §§ 148 (h)(4) and 409 and State law shall be confidential. The parties agree that all crash and traffic data used by the parties for or in transportation improvement plans, highway safety improvement programs and strategic highway safety plans will not be disclosed to third parties without the express written permission of the STATE. The parties agree that the data shall not be referenced, disclosed, discussed or otherwise made public. The provision of the above data by the STATE shall not be considered a waiver of 23 U.S.C. §§ 148 (h)(4) and 409 or State precedent. Upon execution of this Agreement, the parties and their agents, servants, officers, officials and employees in both their official and individual capacities, agree that the data provided pursuant to the above referenced request shall not be discussed, disclosed, used, published or released without prior written consent of the STATE. If the data in any form should be disclosed, released or published in any manner without the consent of the STATE or should an attempt be made to use the data in an action for damages against the parties, their officials or employees, then access to the data shall terminate immediately. The STATE expressly reserves its right under 23 U.S.C. §§ 148 (h)(4) and 409 and State precedent to object to the use of the data and any opinions drawn from the data and to recover damages caused by the improper and unauthorized release of the data.

iv. The MPO shall defend, indemnify and hold harmless the STATE of Alabama, the Alabama Department of Transportation, its officials and employees, both in their official and individual capacities, and their agents and servants from and against all claims, damages, losses or expenses thereof, including but not limited to reasonable attorneys' fees, arising out of or resulting from faults, errors, mistakes, omissions, misconduct or negligent acts or omissions of the MPO, its subconsultants, agents, or employees caused as a result of or related to the service or work provided under this AGREEMENT. The MPO shall ensure that its subconsultants, agents, or employees possess the experience, knowledge and character necessary to qualify them to perform the particular duties assigned by The MPO. This indemnity is not limited by any insurance coverage required by this AGREEMENT.

v. By entering into this agreement, the MPO is not an agent of the STATE, its officers, employees, agents or assigns. The MPO is an independent entity from the STATE and nothing in this agreement creates an agency relationship between the parties.

d. If an MPO chooses to develop its own target for any highway measure, it will collect and provide the STATE with the performance target(s) and any supplemental data used in association with the MPO target setting process

2. Selection of transportation performance targets

a. The STATE and the MPOs will establish or revise performance targets in coordination with each other.

i. Coordination may include the following opportunities, as deemed appropriate, for each performance measure and target: in-person, meeting, webinars, conference calls, and email/written communication.

ii. MPOs will be given an opportunity to provide comment on the STATE targets no less than 30-days prior to the STATE's establishment or revision of highway targets.

iii. If an MPO chooses to set its own target, the MPO will develop the target in coordination with the STATE. The MPO will provide the STATE with the opportunity to comment on MPO targets no less than 30-days prior to MPO adoption of targets.

b. The STATE will select statewide performance targets to meet the federal performance management requirements for highways.

i. The STATE will provide written notice to the MPOs when the STATE selects a target. This notice will provide the target and the date the STATE set the target, which will begin the 180-day time-period in which the MPO must set a corresponding performance target.

ii. If an MPO chooses to support the statewide target, the MPO will provide written documentation to STATE that the MPO agrees to plan and program projects that will contribute toward the achievement of the statewide highway performance target.

iii. If the MPO chooses to set its own target, the MPO will provide the STATE written documentation that includes the target and the date the MPO plans to adopt. Documentation will be provided no less than 30-days prior to MPO adoption of target (consistent with Section 2a).

c. Those MPOs currently in non-attainment or maintenance for air quality[4] and the STATE will coordinate to select single, unified targets for the CMAQ traffic congestion measures (Annual Hours of Peak-Hour Excessive Delay Per Capita and Percent of Non-SOV Travel) and to select mobile source emission reduction targets for their respective non-attainment areas of ozone.

3. Reporting of performance targets

a. The STATE will report all performance targets to the Federal Highway Administration (FHWA) as applicable and in accordance with 23 CFR Part 490 and Federal Transit Administration (FTA) as applicable and in accordance with 49 CFR Part 625.

i. Through the Highway Safety Improvement Program Annual Report for PM1 measures.

ii. Through the required Baseline, Mid and Full Performance Reports and the Transportation Asset Management Plan (TAMP) for PM2 measures.

iii. Through the required Baseline, Mid and Full Performance Period Reports for PM3 measures, to include CMAQ Performance Plans where applicable.

b. The STATE will include a description of performance measures and performance targets, along with a System Performance Report, in accordance with 23 CFR 450.216(f) in any statewide transportation plan amended or adopted after May 27, 2018, and in accordance with 23 CFR 450.218(q) in any State Transportation Improvement Program adopted or amended after May 27, 2018.

4. Reporting of performance to be used in tracking progress toward attainment of critical outcomes for the region of the MPO.

a. The MPO will include a description of performance measures and performance targets, along with a System Performance Report, in accordance with 23 CFR 450.324(f) (3-4) in

any Metropolitan Transportation Plan amended or adopted after May 27, 2018, and in accordance with 23 CFR 450.326(d) in any Transportation Improvement Program amended or adopted after May 27, 2018, for PM1 measures.

b. The MPO will include a description of performance measures and performance targets, along with a System Performance Report, in accordance with 23 CFR 450.324(f)(3-4) in any Metropolitan Transportation Plan amended or adopted after May 20, 2019, and in accordance with 23 CFR 450.326(d) in any Transportation Improvement Program amended or adopted after May 20, 2019, for PM2 and PM3 measures.

c. The MPO will include a description of performance measures and performance targets, along with a System Performance Report, in accordance with 23 CFR 450.324(f) (3-4) in any Metropolitan Transportation Plan amended or adopted after October 1, 2019, and in accordance with 23 CFR 450.326(d) in any Transportation Improvement Program amended or adopted after October 1, 2019, for the GHG measure.

5. A collection of data for the State asset management plans for the NHS

   a. The STATE will be responsible for collecting pavement condition data for the NHS. This includes NHS roads that are not on the State Highway System, but instead are under the ownership of local jurisdictions, if such roads exist.

6. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

All parties agree that email communications shall be considered written notice for all portions of this agreement.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by those officers and officials duly authorized to execute same, and to be effective on the date hereinafter stated as the date of its approval by the Governor of Alabama.

ATTEST:

By:_____

Title: Executive Director

MPO: Florida-Alabama TPO

By:_____
Rob Williamson

Title: FL-AL TPO Chairman

This agreement has been legally reviewed and approved as to form and content.

By:_____
William F. Patty
Chief Counse,l Legal Bureau

RECOMMENDED FOR APPROVAL:

_____
D.E. Phillips, Jr. P.E.
State Local Transportation Engineer

_____
Don T. Arkle, P.E.
Chief Engineer

STATE OF ALABAMA, ACTING BY AND THROUGH THE ALABAMA DEPARTMENT OF TRANSPORTATION

_____
John R. Cooper
Transportation Director

The foregoing Agreement is hereby executed in the name of the State of Alabama and signed By the Governor on the 15 day of August, 2018.

_____
Kay Ivey
Governor, State of Alabama

Authorized Projects

Sponsor: ALDOT

Program	Table No.	FA Nbr.	Project Number	Scope	Project Description	Project Length (miles)	Start Date	Type of Work	Estimated Cost
STATE	7	ST-002-180-014 ( )	100066422	PE	SR-180 WIDENING FR FOLEY BEACH EXPRESS TO SR-161 IN ORANGE BEACH	2.888	02/01/2017	ADDITIONAL ROADWAY LANES	$400,000
BP	7	BP-ST-002-180-015 ( )	100066601	PE	SR-180 NEW LOCATION AND WIDENING FROM SR-59 IN GULF SHORES TO FOLEY BEACH EXPRESS	4.740	04/01/2017	GRADE, DRAIN, BASE AND PAVE	$1,500,000
STATE	7	BP-ST-002-180-015 ( )	100066601	PE	SR-180 NEW LOCATION AND WIDENING FROM SR-59 IN GULF SHORES TO FOLEY BEACH EXPRESS	4.740	04/01/2017	GRADE, DRAIN, BASE AND PAVE	$300,000
ST	2	STPAA 0180(501)	100040588	UT	SR-180 WIDENING FR FOLEY BEACH EXPRESS TO SR-161 IN ORANGE BEACH	2.869	12/01/2018	ADDITIONAL ROADWAY LANES	$1,307,879
ST	2	STPAA NR13(939)	100060120	CN	ADA REQUIRED CURB RAMP INSTALLATIONS AND IMPROVEMENTS ON VARIOUS STATE ROUTES IN BALDWIN COUNTY	0.000	09/29/2017	SIDEWALK	$406,862
ERLF8	12	ERPR 8980(932)	100063495	CN	PERMANENT REPAIR FOR VARIOUS SITES DUE TO A SEVERE WEATHER EVENT BEGINNING ON APRIL 28 2014. FHWA DISASTER AL 14-1 (REPORTS BALD-3 5 16 17 18 AND 19)	0.000	06/15/2015	UNCLASSIFIED	$493,847
ER8	12	ERPR 8980(932)	100063495	CN	PERMANENT REPAIR FOR VARIOUS SITES DUE TO A SEVERE WEATHER EVENT BEGINNING ON APRIL 28 2014. FHWA DISASTER AL 14-1 (REPORTS BALD-3 5 16 17 18 AND 19)	0.000	06/15/2015	UNCLASSIFIED	$115,057
STATE	7	ST-002-182-013 ( )	100065512	RW	SR-182 MEDIAN IMPROVEMENTS AND BEAUTIFICATION FROM M.P. 12.264 NEAR LOOP ROAD WEST TO M.P. 13.343 EAST OF COTTON BAYOU BEACH ACCESS	1.079	05/01/2016	SAFETY IMPROVEMENTS	$250,000
STATE	7	ST-002-182-012 ( )	100065242	CN	SR-182 MEDIAN IMPROVEMENTS AND BEAUTIFICATION FROM MP.12.264 NEAR LOOP ROAD WEST TO MP 13.343 EAST OF COTTON BAYOU BEACH ACCESS	1.079	08/26/2016	SAFETY IMPROVEMENTS	$4,800,000
STATE	7	ST-002-182-011 ( )	100065241	PE	CONSTRUCTION OF MEDIANS AND INDIRECT LEFT TURNS ON SR-182 FROM MP 9.63 EASTERN BOUNDARY OF GULF STATE PARK TO MP 17.072 AT THE FLORIDA LINE	7.442	02/01/2016	SAFETY IMPROVEMENTS	$750,000
STATE	7	ST-002-182-016 ( )	100066785	CN	SR-182 MEDIAN IMPROVEMENTS AND BEAUTIFICATION FROM MP 11.91 WEST OF ROMAR BEACH ACCESS TO MP 12.797 NEAR EAST LOOP ROAD	0.887	08/25/2017	SAFETY IMPROVEMENTS	$4,250,000
STATO	7	ST-002-999-004 ( )	100065621	PE	CONNECTOR FROM SR-180 TO FOLEY BEACH EXPRESS BRIDGING OVER THE INTRACOASTAL WATERWAY	5.460	07/01/2016	GRADE, DRAIN, BASE, PAVE AND BRG	$3,000,000

Authorized Projects

STATO	7	ST-002-999-006 ( )	100066949	RW	SR-161 CONNECTOR FROM NORTH OF CR-4 (COTTON CREEK DR) TO FOLEY BEACH EXPRESS	5.460	01/01/2018	GRADE, DRAIN, BASE, PAVE AND BRG	$7,000,000
ST	2	STPAA 0161(501)	100066185	FM	RESURFACING ON SR-161 FROM SR-182 TO SR-180	1.541	08/25/2017	PREVENTATIVE MAINTENANCE LEVEL 2	$843,873
NH	3	NH 0182(506)	100066637	FM	RESURFACING AND STRIPING ON SR-182 FROM THE WEST END OF PERDIDO PASS BRIDGE TO THE FLORIDA STATE LINE	2.245	11/02/2018	PREVENTATIVE MAINTENANCE LEVEL 2	$1,357,982
STATE	7	ST-002-999-009 ( )	100068299	CN	TO PAY THE CITY OF ORANGE BEACH FOR THE RESURFACING OF SR-180 FROM EAST OF SR-161 INTERSECTION TO THE END OF THE ROUTE	3.804	07/15/2018	UNCLASSIFIED	$625,000

Sponsor: CITY OF ORANGE BEACH

Program	Table No.	FA Nbr.	Project Number	Scope	Project Description	Project Length (miles)	Start Date	Type of Work	Estimated Cost
TA	5	TAPAA TA15(937)	100064552	CN	NEIGHBORHOOD CONNECTIVITY SIDEWALK LOCATED ON LAUDER LANE BAY LA LAUNCH AVENUE GULF BAY ROAD OAK RIDGE DRIVE AND SR-161 IN THE CITY OF ORANGE BEACH	0.000	03/15/2017	SIDEWALK	$500,016

ALDOT SPREADSHEET FOR ALL TIP Fiscal Years 2020 Through 2024 - Financial Plan
FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

	2020	2021	2022	2023	2024
Surface Transportation Attributable Projects					
Carryover From Previous Year (Federal Funds Only)	$482,474	$335,676	$474,059	$612,442	$362,855
Apportionment (Federal Funds Only)	$158,383	$158,383	$158,383	$158,383	$158,383
Funds Available to the MPO for Programming (Federal Funds Only)	$640,857	$494,059	$632,442	$770,825	$521,238
Estimated Cost of Planned Projects (Federal Funds Only)	$305,181	$20,000	$20,000	$407,970	$450,864
Balance Forward (Federal Funds Only)	$335,676	$474,059	$612,442	$362,855	$70,374
Other Surface Transportation Program Projects (includes Bridge projects not on NH System)					
Funds Available for Programming Statewide (Federal Funds Only)	$125,476,363	$125,476,363	$125,476,363	$125,476,363	$125,476,363
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)	$0	$0	$0	$0	$4,588,417
Percentage Programmed in the MPO Area (Federal Funds Only)	0.000%	0.000%	0.000%	0.000%	3.657%
National Highway Performance Program (APD, IM, Bridge projects on NH System)					
Funds Available for Programming Statewide (Federal Funds Only)	$473,464,897	$473,464,897	$473,464,897	$473,464,897	$473,464,897
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)	$0	$0	$0	$0	$0
Percentage Programmed in the MPO Area (Federal Funds Only)	0.000%	0.000%	0.000%	0.000%	0.000%
Appalachian Highway System Projects					
State Funds Available for Programming Statewide (Total Funds)	$37,652	$37,652	$37,652	$37,652	$37,652
MPO Area Estimated Cost of Planned Projects (Total Funds)	$0	$0	$0	$0	$0
Percentage Programmed in the MPO Area (Total Funds)	0.000%	0.000%	0.000%	0.000%	0.000%
Transportation Alternatives					
Projects in this category are funded through annual grant applications and will not be known until late each year.					
Funds Available for Programming Statewide (Federal Funds Only)	$15,903,966	$15,903,966	$15,903,966	$15,903,966	$15,903,966
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)	$0	$0	$0	$0	$0
Percentage Programmed in the MPO Area (Federal Funds Only)	0.000%	0.000%	0.000%	0.000%	0.000%
Bridge Projects					
Funds Available for Programming Statewide (Federal Funds Only)	$0	$0	$0	$0	$0
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)	$0	$0	$0	$0	$0
Percentage Programmed in the MPO Area (Federal Funds Only)	0.000%	0.000%	0.000%	0.000%	0.000%
State Funded Projects					
State Funds Available for Programming Statewide (Total Funds)	$25,500,000	$25,500,000	$25,500,000	$25,500,000	$25,500,000
MPO Area Estimated Cost of Planned Projects (Total Funds)	$0	$8,400,000	$0	$3,044,486	$0
Percentage Programmed in the MPO Area (Total Funds)	0.000%	32.941%	0.000%	11.939%	0.000%
Enhancement Projects					
Funds Available for Programming Statewide (Federal Funds Only)	$0	$0	$0	$0	$0
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)	$0	$0	$0	$0	$0
Percentage Programmed in the MPO Area (Federal Funds Only)	0.000%	0.000%	0.000%	0.000%	0.000%

ALDOT SPREADSHEET FOR ALL TIP Fiscal Years 2020 Through 2024 - Financial Plan
FLORIDA-ALABAMA TRANSPORTATION PLANNING ORGANIZATION

	2020	2021	2022	2023	2024
Transit Projects					
Funds Available for Programming Statewide (Federal Funds Only)	$0	$0	$0	$0	$0
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)	$0	$0	$0	$0	$0
Percentage Programmed in the MPO Area (Federal Funds Only)	0.000%	0.000%	0.000%	0.000%	0.000%
System Maintenance Projects					
State Funds Available for Programming Statewide (Total Funds)	$30,000,000	$30,000,000	$30,000,000	$30,000,000	$30,000,000
MPO Area Estimated Cost of Planned Projects (Total Funds)	$0	$0	$0	$0	$0
Percentage Programmed in the MPO Area (Total Funds)	0%	0%	0%	0%	0%
Safety Projects					
Funds Available for Programming Statewide (Federal Funds Only)	$52,036,074	$52,036,074	$52,036,074	$52,036,074	$52,036,074
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)	$0	$0	$0	$0	$0
Percentage Programmed in the MPO Area (Federal Funds Only)	0.000%	0.000%	0.000%	0.000%	0.000%
Other Federal and State Aid Projects					
Funds Available for Programming Statewide (Federal Funds Only)	$22,408,968	$22,408,968	$22,408,968	$22,408,968	$22,408,968
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)	$0	$0	$0	$0	$0
Percentage Programmed in the MPO Area (Federal Funds Only)	0.000%	0.000%	0.000%	0.000%	0.000%
Congestion Mitigation and Air Quality Projects - Birmingham Area Only (Not Applicable to Florida/Alabama Area					
Carryover From Previous Year (Federal Funds Only)	$11,795,045	$11,795,045	$11,795,045	$11,795,045	$11,795,045
Apportionment (Federal Funds Only)	$0	$0	$0	$0	$0
Funds Available for Programming (Federal Funds Only)	$0	$0	$0	$0	$0
Estimated Cost of Planned Projects (Federal Funds Only)	$0	$0	$0	$0	$0
Balance Forward (Federal Funds Only)	$0	$0	$0	$0	$0
High Priority and Congressional Earmark Projects (Discontinued but money still available via carryover)					
This group of projects usually results from congressional action in an annual appropriations bill. These projects and the amount available for programming annually is an unknown factor.					
Funds Available for Programming Statewide (Federal Funds Only)	$100,412	$100,412	$100,412	$100,412	$100,412
MPO Area Estimated Cost of Planned Projects (Federal Funds Only)	$0.000	$0.000	$0.000	$0.000	$0.000

URBAN AREA FUNDING AVAILABILITY REPORT

FEDERAL FUNDING ONLY

URBAN AREA LILLIAN(PENSACOLA)

PROJECT NO	PROJECT DESCRIPTION	SCOPE	FEDERAL FUNDS	Start Date	Status	Authorized
						5/10/2019

TOTALS FOR FISCAL YEAR 2016

Prior FY Carryover	($144,107)	Authorized Projects	$0	Unobligated Balance	($6,986)
FY Apportionment	$137,121	Planned Projects	$0	Remaining Balance	($6,986)
FY Special Allocation	$0	Total Project Funds	$0		
Total Funds	($6,986)				

5/10/2019

TOTALS FOR FISCAL YEAR 2017

Prior FY Carryover	($6,986)	Authorized Projects	$0	Unobligated Balance	$135,370
FY Apportionment	$142,356	Planned Projects	$0	Remaining Balance	$135,370
FY Special Allocation	$0	Total Project Funds	$0		
Total Funds	$135,370				

5/10/2019

TOTALS FOR FISCAL YEAR 2018

Prior FY Carryover	$135,370	Authorized Projects	$0	Unobligated Balance	$310,356
FY Apportionment	$148,476	Planned Projects	$0	Remaining Balance	$310,356
FY Special Allocation	$26,510	Total Project Funds	$0		
Total Funds	$310,356				

100063403	ADD PAVED SHOULDERS ON CR-99 FROM CARRIER DRIVE TO SPANISH COVE DRIVE	PE	$20,000	06/01/2019	Planned	

TOTALS FOR FISCAL YEAR 2019

Prior FY Carryover	$310,356	Authorized Projects	$0	Unobligated Balance	$502,474
FY Apportionment	$154,765	Planned Projects	$20,000	Remaining Balance	$482,474
FY Special Allocation	$37,353	Total Project Funds	$20,000		
Total Funds	$502,474				

100060027	ADD PAVED SHOULDERS ON SR-42 (US-98) FROM BARCLAY AVENUE TO ALABAMA STATE LINE	PE	$20,000	03/01/2020	Planned	
100060029	ADD PAVED SHOULDERS ON SR-42 (US-98) FROM BARCLAY AVENUE TO ALABAMA STATE LINE	CN	$265,181	06/26/2020	Planned	

URBAN AREA FUNDING AVAILABILITY REPORT

FEDERAL FUNDING ONLY

URBAN AREA LILLIAN(PENSACOLA)

PROJECT NO	PROJECT DESCRIPTION	SCOPE	FEDERAL FUNDS	Start Date	Status	Authorized
100063634	ADD PAVED SHOULDERS ON CR-99 FROM CR-91 TO CARRIER DRIVE	PE	$20,000	11/01/2019	Planned	

TOTALS FOR FISCAL YEAR 2020

Prior FY Carryover	**$482,474**	**Authorized Projects**	**$0**	**Unobligated Balance**	**$640,857**
FY Apportionment	**$158,383**	**Planned Projects**	**$305,181**	**Remaining Balance**	**$335,676**
FY Special Allocation	**$0**	**Total Project Funds**	**$305,181**		
Total Funds	**$640,857**				

100063635	ADD PAVED SHOULDERS ON SR-42 (US-98) FROM HILLCREST RD TO BARCLAY AVE	PE	$20,000	01/01/2021	Planned	

TOTALS FOR FISCAL YEAR 2021

Prior FY Carryover	**$335,676**	**Authorized Projects**	**$0**	**Unobligated Balance**	**$494,059**
FY Apportionment	**$158,383**	**Planned Projects**	**$20,000**	**Remaining Balance**	**$474,059**
FY Special Allocation	**$0**	**Total Project Funds**	**$20,000**		
Total Funds	**$494,059**				

5/10/2019

TOTALS FOR FISCAL YEAR 2022

Prior FY Carryover	**$474,059**	**Authorized Projects**	**$0**	**Unobligated Balance**	**$632,442**
FY Apportionment	**$158,383**	**Planned Projects**	**$0**	**Remaining Balance**	**$632,442**
FY Special Allocation	**$0**	**Total Project Funds**	**$0**		
Total Funds	**$632,442**				

100063404	ADD PAVED SHOULDERS ON CR-99 FROM CARRIER DRIVE TO SPANISH COVE DRIVE	CN	$407,970	11/04/2022	Planned	

TOTALS FOR FISCAL YEAR 2023

Prior FY Carryover	**$632,442**	**Authorized Projects**	**$0**	**Unobligated Balance**	**$790,825**
FY Apportionment	**$158,383**	**Planned Projects**	**$407,970**	**Remaining Balance**	**$382,855**
FY Special Allocation	**$0**	**Total Project Funds**	**$407,970**		
Total Funds	**$790,825**				

Appendix J

FHWA -- Eastern Federal Lands Highway Division Projects

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(Any projects in the Florida-Alabama TPO region that are received from the Eastern Federal Lands Division of the Federal Highway Administration will be inserted here.)

Appendix K

Comments Received on FY 2020-2024 TIP

COMMENTS ON DRAFT FY 2021-2025 FLORIDA-ALABAMA TIP

Federal Highway Administration

1. **The Performance Measures section provides an adequate overview of the targets adopted by FDOT and adopted/supported by the TPO. It would be beneficial to have them on a table and not necessarily embedded in the discussion of the document.**
   A detailed Systems Performance Report will be completed for the 2045 LRTP and will include tables for the Performance Measures and Targets. This Systems Performance Report will be referenced in the TIPs thereafter.
2. **The same content applies to the Transit Asset Management. It would be easier for the reader to see this discussion on a table.**
   A detailed Systems Performance Report will be completed for the 2045 LRTP and will include tables for the Performance Measures and Targets. This Systems Performance Report will be referenced in the TIPs thereafter.
3. **TIP timeframe. The document discusses various requirements for the timeframe of the TIP as well as references to the time period covered by the TIP. The document is confusing in whether it is intended to be a 5-year TIP or a 4-year TIP. See pages ES-5, ES-6, and ES-9.**
   The state of Florida requires TPO's to create a five year TIP annually. This TIP covers Fiscal Year 2020 through Fiscal Year 2024 which is five years and is consistent with FDOT's Work Program.
4. **Description of comments -Several non-traditional public outreach events were held that were successful in receiving public comment. There is no record of comments from some events being addressed. See pages ES-7 and C-1.**
   The comments received from the non-traditional public outreach events were included in the TPO and Advisory Committee agendas so these members could review the comments prior to voting on the Project Priorities. Comments received were also provided to the appropriate TPO Planner or agency to follow-up on.
5. **Amendments and Modifications – Page Es-10 refers to TIP modifications and amendments (see #5 specifically) and implies in #2-4 that a modification process may be used for projects that could affect fiscal constraint. Per 23 CFR 450.328(a), changes that reflect fiscal constraint must take place by amendment of the TIP and amendments require adhere to public participation procedures 5. See page ES-10.**
   This section has been revised consistent with FDOT MPO Handbook.
6. **This section states that the next LRTP will include the anticipated effect of the TIP toward achieving the performance targets in the metropolitan transportation plan. It is important to note that the CFR 450.326(d) citation referenced is for this information to be included in the TIP to the maximum extent practicable. See page ES-15.**
   Performance Measures are addressed beginning on page ES—11. Until the next Long Range Transportation Plan is adopted, it has been agreed with FDOT/ALDOT that wording for the Performance Measures is included in the resolutions for the adoption of the TIP and the amendments to the Long Range Transportation Plan and the TIP.

7. **This section (for SIS and Non-SIS projects) indicates that the project costs may not be reflective of the total project costs. Please refer to 23 CFR 450.326(g)92), which states for each project or phase "estimated total project cost, which may extend beyond the four years of the TIP." See pages ES-15 and ES-16.**

   This language was agreed upon a few years ago by the FDOT MPO Coordinator. A detailed appendix was included in the TIP for one year for total project cost. The following year the detailed appendix was not required and has since not been included in the TIPs thereafter.

8. **The same text from page Es-15 is repeated on page ES-16.**

   The SIS paragraph on page ES-15 has been removed.

9. **Unclear as to whether this Appendix C is meant to implement 23 CFR 450.326(n)(2), but if so, it does not identify significant delays in the planned implementation of major projects.**

   This appendix is included to show when the project may be completed as just showing the project as being completed beyond 2040 was not sufficient for a previous FHWA reviewer for our TPO.

10. **Should list be updated to show Federally Obligated Projects for Fiscal Year 2019 instead of Fiscal Year 2018 (CFR 450.334)? See Appendix D.**

    The Federally Obligated projects for Fiscal Year 2019 will not be available until after October 1, 2019 which is the start of Federal Fiscal Year 2020. Therefore, Appendix D will be updated after October 1, 2019 to show the Federally Obligated Projects for Fiscal Year 2019.

11. **Methodology describes TSM projects as coming from FDOT, and other non-capacity projects prioritized in a manner that may result in non-LRTP projects being included in the TIP. All projects being prioritized (capacity or otherwise) must be consistent with the LRTP (23 CFR 450.326(i). See Appendix E.**

    All projects listed in the TIP contain references where projects are contained in the LRTP.

12. **The project prioritization process methodology makes no reference to performance targets, including how the methodology will make progress toward achieving the performance targets established under 23 CFR 450.306(d) and how it links investment priorities to those performance targets. Several categories of projects indicate that they are not subject to priority ranking, so their relationship to achieving performance targets is particularly confusing (23 CFR.450.326(c) and (d)). In reviewing the document, the criteria used by the TPO were later found in Appendix B. We recommend expanding the methodology section to address performance measures and planning factors and moving the criteria used for various categories to follow the methodology section so that the planning process is clearer regarding how projects are prioritized. See Appendix E.**

    The methodology section will include the criteria identified in Appendix B in the FY 2021-2025 Project Priorities document. This same question on Performance Targets was raised when FHWA did a webinar on Performance Measures prior to being required by the TPOs. The TIPs in Florida are required to be adopted annually whereas federal legislation requires TIPs to be adopted every four years. Projects in the TIP need to reference where they are located in the LRTP. The LRTP was adopted on November 3, 2015 and needs to be adopted again by November 3, 2020. Performance Measures were implemented by the TPO's last year. The TPO cannot reasonably link investment priorities to performance targets since the Project Priorities are based on the LRTP.

Until November 2020, the language on page E-11 regarding investment decisions is sufficient as it was based on a template provided by the MPOAC.

13. **The project prioritization process methodology makes no reference to planning emphasis areas and how they relate to the project prioritization and selection. The two new emphasis areas (resiliency/reliability and travel/tourism) were not addressed in the current LRTP and should therefore be explicitly considered in this TIP to ensure that they are part of the MPO planning process (23 CFR 450.306(b). See Appendix E.**

"When the LRTP was adopted on November 3, 2015, the new planning factors (resiliency/reliability and travel/tourism) were not required. Since projects in the TIP need to reference the LRTP, the new two planning factors will be included in the LRTP that will be adopted by November 3, 2020." This language has been added to the narrative of the TIP.

14. **Please ensure that the draft TIP is coordinated with stakeholders (affected agencies, freight providers, tribal governments, federal land management agencies, transportation disadvantaged, etc.) and made publicly available.**

A TIP review agency e-mail distribution list has been established consistent with the FDOT MPO Handbook. In the future, the draft TIP will be uploaded to the FDOT Portal. The draft TIP was mailed on flash drives to the local libraries and the Federal and State Legislative Delegations. The link for the draft TIP was e-mailed to the TPO, TCC, CAC, and Interested parties.

15. **Fiscal constraint cannot be determined by year using the table and pie chart provided. The funding table provides revenues by year, but not by expenditures. The pie chart is for the entire 5 years of the TIP. Please provide expenditure by year (including operations/maintenance and transit) for comparison with the revenues by year in the first table (23 CFR 450.326(j)). See Appendix F.**

Pie charts for each of the five years and the five year total have been added to Appendix F to demonstrate fiscal constraint.

<u>Florida Department of Transportation</u>

1. **The Table of Contents does not include Page Numbers**

Page number by the beginning of the Sections have been added to the Table of Contents.

2. **Include language in the resolution that the TIP was developed following state and federal requirements.**

This language has been added to the resolution.

3. **Specify the public transit operator in your discussion of TIP development cooperation.**

Language has been added in the narrative that the TIP was developed in cooperation with the public transit operator.

4. **FDOT could not tell if the appropriate agencies were notified. Please clarify/confirm.**

On April 7, 2019, the Draft TIP was e-mailed to the review agencies identified in the FDOT MPO Handbook by blind copy so their e-mail addresses were not broadcasted in a mass e-mail for everyone to see. In the future, the Draft TIP will be posted on the FDOT portal. The link for the TIP was also e-mailed to the members of the TPO, TCC, and CAC on April 5, 2019. The Federal and State Legislative Delegations and the local libraries were sent flash drives on April 8, 2019 which contained a copy of the Draft TIP. The due date for comments on the Draft TIP was close of

business on April 26, 2019.

5. **Based on timing of the TIP development, the FDOT Portal was not available. Please consider uploading the approved TIP.**
   The adopted FY 2020-2024 TIP will be uploaded the FDOT Portal.

Alabama Department of Transportation

1. **Regarding the disclaimer on page 2, add "State Departments of Transportation and local government" behind the USDOT.**
   Change has been made.
2. **The narrative is missing several component—organizational structure, planning emphasis areas, title VI, livability indicators, environmental mitigation, climate change, bicycle and pedestrian planning, safety planning, freight planning.**
   These components have been added to the narrative.
3. **On page ES-8, the Level of Effort has changed slightly. Reference the latest Memorandum of Understanding.**
   The necessary changes have been made to the Level of Effort on page ES-8.
4. **On page ES-9, update some of the Administrations and Modifications per the latest Memorandum of Understanding.**
   The necessary changes have been made to the Administrations and Modifications.

Florida-Alabama FY 20-24 TIP Variance Report

407310-6: Delete page. The Construction Phase has advanced to FY 19.

407310-7: Delete page. The Construction Phase has advanced to FY 19.

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 435816 1	Project Description: SR 10 (US 90) OVER SIMPSON RIVER BRIDGE NO. 580056 & 580108							*NON-SIS*
District: 03	County: SANTA ROSA		Type of Work: BRIDGE REPLACEMENT				Project Length:	.204
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACBR -ADVANCE CONSTRUCTION (BRT)	579,527	0	0	0	0	0	0	579,527
DS -STATE PRIMARY HIGHWAYS & PTO	53,541	0	0	0	0	0	0	53,541
NHBR -NATIONAL HIGWAYS BRIDGES	1,190,453	0	0	0	0	0	0	1,190,453
RIGHT OF WAY / MANAGED BY FDOT								
ACBR -ADVANCE CONSTRUCTION (BRT)	82,500	7,500	0	0	0	0	0	90,000
CONSTRUCTION / MANAGED BY FDOT								
ACBR -ADVANCE CONSTRUCTION (BRT)	0	0	4,892,642	0	0	0	0	4,892,642
BNBR -AMENDMENT 4 BONDS (BRIDGES)	0	0	15,204,162	0	0	0	0	15,204,162
BRP -STATE BRIDGE REPLACEMENT	0	0	8,918,255	0	0	0	0	8,918,255
Item 435816 1 Totals:	**1,906,021**	**7,500**	**29,015,059**	**0**	**0**	**0**	**0**	**30,928,580**

435816-1: Prior year funding increase.

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 442915 1	Project Description: SR 8 (I-10) OVER CR 191 GARCON POINT ROAD BRIDGES 580060 & 580075							*SIS*
District: 03	County: SANTA ROSA		Type of Work: BRIDGE-REPAIR/REHABILITATION				Project Length:	.038
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
BRRP -STATE BRIDGE REPAIR & REHAB	154,684	0	0	0	0	0	0	154,684
DIH -STATE IN-HOUSE PRODUCT SUPPORT	2,854	0	0	0	0	0	0	2,854
DS -STATE PRIMARY HIGHWAYS & PTO	5,015	0	0	0	0	0	0	5,015
CONSTRUCTION / MANAGED BY FDOT								
BRRP -STATE BRIDGE REPAIR & REHAB	0	0	5,490,635	0	0	0	0	5,490,635
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	58,828	0	0	0	0	58,828
Item 442915 1 Totals:	**162,553**	**0**	**5,549,463**	**0**	**0**	**0**	**0**	**5,712,016**

442915-1: Prior year funding decrease.

Florida-Alabama FY 20-24 TIP Variance Report

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 218429 1	Project Description: SR 742 BURGESS ROAD FROM SR 95 (US 29) TO HILBURN ROAD							*SIS*
District: 03	County: ESCAMBIA		Type of Work: NEW ROAD CONSTRUCTION				Project Length:	1.912
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	1,111,400	0	0	0	0	0	0	1,111,400
DIH -STATE IN-HOUSE PRODUCT SUPPORT	121,753	0	0	0	0	0	0	121,753
DS -STATE PRIMARY HIGHWAYS & PTO	1,169,742	0	0	0	0	0	0	1,169,742
HSP -SAFETY (HIWAY SAFETY PROGRAM)	44,977	0	0	0	0	0	0	44,977
LF -LOCAL FUNDS	323,382	0	0	0	0	0	0	323,382
RIGHT OF WAY / MANAGED BY FDOT								
BNCA -BOND - CONTROLLED ACCESS	463,413	0	0	0	0	0	0	463,413
BNDS -BOND - STATE	975	0	0	0	0	0	0	975
DDR -DISTRICT DEDICATED REVENUE	50,000	0	3,142,762	0	0	0	0	3,192,762
DI -ST. - S/W INTER/INTRASTATE HWY	628,680	0	0	0	0	0	0	628,680
DIH -STATE IN-HOUSE PRODUCT SUPPORT	145,907	0	105,000	0	0	0	0	250,907
DS -STATE PRIMARY HIGHWAYS & PTO	42,000	0	0	0	0	0	0	42,000
LF -LOCAL FUNDS	1,000,000	0	0	0	0	0	0	1,000,000
Item 218429 1 Totals:	**5,102,229**	**0**	**3,247,762**	**0**	**0**	**0**	**0**	**8,349,991**

218429-1: Correct Type of Work.

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 218605 5	Project Description: SR 10 (US 90A) 9 MILE ROAD FROM SR 10A (US 90) TO CR 99 BEULAH ROAD							*NON-SIS*
District: 03	County: ESCAMBIA		Type of Work: ADD LANES & RECONSTRUCT				Project Length:	1.785
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSU -ADVANCE CONSTRUCTION (SU)	66,852	0	0	0	0	0	0	66,852
DS -STATE PRIMARY HIGHWAYS & PTO	102,647	0	0	0	0	0	0	102,647
ST10 -STP EARMARKS - 2010	499,915	0	0	0	0	0	0	499,915
SU -STP, URBAN AREAS > 200K	1,443,721	0	0	0	0	0	0	1,443,721
RIGHT OF WAY / MANAGED BY FDOT								
ACSU -ADVANCE CONSTRUCTION (SU)	0	878,754	0	0	0	0	0	878,754
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	10,000	0	0	0	0	10,000
SU -STP, URBAN AREAS > 200K	0	211,246	400,000	0	0	0	0	611,246
Item 218605 5 Totals:	**2,113,135**	**1,090,000**	**410,000**	**0**	**0**	**0**	**0**	**3,613,135**

218605-5: Correct Type of Work; Project Length change; Prior Year funding decrease.

Florida-Alabama FY 20-24 TIP Variance Report

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 220426 3	Project Description: SR 30 (US 98) GULF BREEZE PKWY FROM PORTSIDE DRIVE TO BERGREN ROAD							*SIS*
District: 03	County: SANTA ROSA		Type of Work: ADD LANES & RECONSTRUCT			Project Length:		5.473
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	0	0	0	2,907,267	0	0	2,907,267
SU -STP, URBAN AREAS > 200K	0	0	0	0	2,042,733	0	0	2,042,733
Item 220426 3 Totals:	**0**	**0**	**0**	**0**	**4,950,000**	**0**	**0**	**4,950,000**

220426-3: Correct Type of Work.

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 220426 5	Project Description: SR 30 (US 98) GULF BREEZE PKWY FROM E OF ORTEGA ST TO OKA CO LINE							*SIS*
District: 03	County: SANTA ROSA		Type of Work: ADD LANES & RECONSTRUCT			Project Length:		3.435
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	0	0	85,310	0	0	0	85,310
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	0	350,000	0	0	0	350,000
SU -STP, URBAN AREAS > 200K	0	0	0	3,414,690	0	0	0	3,414,690
Item 220426 5 Totals:	**0**	**0**	**0**	**3,850,000**	**0**	**0**	**0**	**3,850,000**

220426-5: Correct Type of Work.

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 220440 1	Project Description: SR 30 (US 98) FROM BAYSHORE ROAD TO PORTSIDE DRIVE							*SIS*
District: 03	County: SANTA ROSA		Type of Work: ADD LANES & RECONSTRUCT			Project Length:		4.253
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACNP -ADVANCE CONSTRUCTION NHPP	0	747,400	0	0	0	0	0	747,400
DDR -DISTRICT DEDICATED REVENUE	640,573	0	0	0	0	0	0	640,573
DIH -STATE IN-HOUSE PRODUCT SUPPORT	457,530	0	0	0	0	0	0	457,530
DS -STATE PRIMARY HIGHWAYS & PTO	217,500	0	0	0	0	0	0	217,500
SA -STP, ANY AREA	1,118	0	0	0	0	0	0	1,118
SU -STP, URBAN AREAS > 200K	3,521,251	0	0	0	0	0	0	3,521,251
RIGHT OF WAY / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	3,790,882	0	0	0	0	0	0	3,790,882
DIH -STATE IN-HOUSE PRODUCT SUPPORT	293,948	0	0	0	0	0	0	293,948
DS -STATE PRIMARY HIGHWAYS & PTO	4,879,943	0	0	0	0	0	0	4,879,943
RAILROAD & UTILITIES / MANAGED BY FDOT								
ACNP -ADVANCE CONSTRUCTION NHPP	0	8,450,000	0	0	0	0	0	8,450,000
ENVIRONMENTAL / MANAGED BY FDOT								
ACNP -ADVANCE CONSTRUCTION NHPP	0	3,188,325	0	0	0	0	0	3,188,325
DESIGN BUILD / MANAGED BY FDOT								
ACNP -ADVANCE CONSTRUCTION NHPP	0	78,769,893	0	0	0	0	0	78,769,893
Item 220440 1 Totals:	**13,802,745**	**91,155,618**	**0**	**0**	**0**	**0**	**0**	**104,958,363**

220440-1: Prior year funding decrease.

Florida-Alabama FY 20-24 TIP Variance Report

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 421012 1	Project Description: SR 173 BLUE ANGEL PW FROM SR 292 SORRENTO ROAD TO SR 30 (US 98)							*SIS*
District: 03	County: ESCAMBIA		Type of Work: ADD LANES & RECONSTRUCT				Project Length:	3.239
P D & E / MANAGED BY FDOT								
DIH -STATE IN-HOUSE PRODUCT SUPPORT	119,586	0	0	0	0	0	0	119,586
LF -LOCAL FUNDS	650,000	0	0	0	0	0	0	650,000
TRIP -TRANS REGIONAL INCENTIVE PROGM	475,000	0	0	0	0	0	0	475,000
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	343,073	0	0	0	0	0	0	343,073
DS -STATE PRIMARY HIGHWAYS & PTO	270,197	0	0	0	0	0	0	270,197
LF -LOCAL FUNDS	1,592,711	0	0	0	0	0	0	1,592,711
TRIP -TRANS REGIONAL INCENTIVE PROGM	1,000,000	0	0	0	0	0	0	1,000,000
RIGHT OF WAY / MANAGED BY FDOT								
LF -LOCAL FUNDS	0	0	5,000,000	0	0	0	0	5,000,000
Item 421012 1 Totals:	**4,450,567**	**0**	**5,000,000**	**0**	**0**	**0**	**0**	**9,450,567**

421012-1: Correct Type of Work.

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 431883 4	Project Description: SR 10 (US 90) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS							*NON-SIS*
District: 03	County: SANTA ROSA		Type of Work: MISCELLANEOUS CONSTRUCTION				Project Length:	6.503
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSU -ADVANCE CONSTRUCTION (SU)	40,328	0	0	0	0	0	0	40,328
DS -STATE PRIMARY HIGHWAYS & PTO	10,379	0	0	0	0	0	0	10,379
SU -STP, URBAN AREAS > 200K	359,459	0	0	0	0	0	0	359,459
CONSTRUCTION / MANAGED BY FDOT								
SU -STP, URBAN AREAS > 200K	0	807,953	0	0	0	0	0	807,953
Item 431883 4 Totals:	**410,166**	**807,953**	**0**	**0**	**0**	**0**	**0**	**1,218,119**

431883-4: Prior year funding increase.

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 431883 5	Project Description: SR 30 (US 98) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS							*SIS*
District: 03	County: SANTA ROSA		Type of Work: MISCELLANEOUS CONSTRUCTION				Project Length:	15.302
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSU -ADVANCE CONSTRUCTION (SU)	37,880	0	0	0	0	0	0	37,880
DS -STATE PRIMARY HIGHWAYS & PTO	13,264	0	0	0	0	0	0	13,264
SU -STP, URBAN AREAS > 200K	258,772	0	0	0	0	0	0	258,772
CONSTRUCTION / MANAGED BY FDOT								
SU -STP, URBAN AREAS > 200K	0	1,376,912	0	0	0	0	0	1,376,912
Item 431883 5 Totals:	**309,916**	**1,376,912**	**0**	**0**	**0**	**0**	**0**	**1,686,828**

431883-5: Prior year funding increase; correct Project Length.

Florida-Alabama FY 20-24 TIP Variance Report

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 431883 6	Project Description: SR 30 (US 98) CORRIDOR MANAGEMENT IMPROVEMENT PROJECTS							*SIS*
District: 03	County: SANTA ROSA		Type of Work: MISCELLANEOUS CONSTRUCTION				Project Length:	17.273
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSU -ADVANCE CONSTRUCTION (SU)	338,719	0	0	0	0	0	0	338,719
DS -STATE PRIMARY HIGHWAYS & PTO	9,354	0	0	0	0	0	0	9,354
CONSTRUCTION / MANAGED BY FDOT								
SU -STP, URBAN AREAS > 200K	0	0	0	0	0	2,022,070	0	2,022,070
Item 431883 6 Totals:	**348,073**	**0**	**0**	**0**	**0**	**2,022,070**	**0**	**2,370,143**

431883-6: Project Description correction; Project Length change.

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 440915 2	Project Description: SR 10 (US 90) CAROLINE ST FROM SR 87 STEWART ST TO CR 89 WARD BASIN RD							*NON-SIS*
District: 03	County: SANTA ROSA		Type of Work: ADD LANES & RECONSTRUCT				Project Length:	1.584
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
SU -STP, URBAN AREAS > 200K	0	0	0	0	2,750,000	0	0	2,750,000
Item 440915 2 Totals:	**0**	**0**	**0**	**0**	**2,750,000**	**0**	**0**	**2,750,000**

440915-2: Correct Type of Work.

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 440915 3	Project Description: SR 10 (US 90) CAROLINE ST FROM CR 89 WARD BASIN RD TO WEST OF SR 87S							*NON-SIS*
District: 03	County: SANTA ROSA		Type of Work: ADD LANES & RECONSTRUCT				Project Length:	2.675
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSU -ADVANCE CONSTRUCTION (SU)	700,000	0	0	0	0	0	0	700,000
DIH -STATE IN-HOUSE PRODUCT SUPPORT	20,000	200,000	0	0	0	0	0	220,000
DS -STATE PRIMARY HIGHWAYS & PTO	10,592	0	0	0	0	0	0	10,592
SU -STP, URBAN AREAS > 200K	0	1,500,000	0	0	0	0	0	1,500,000
RIGHT OF WAY / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	588,079	0	0	0	0	0	0	588,079
DIH -STATE IN-HOUSE PRODUCT SUPPORT	3,404	0	0	0	0	0	0	3,404
DS -STATE PRIMARY HIGHWAYS & PTO	3,980	0	0	0	0	0	0	3,980
CONSTRUCTION / MANAGED BY FDOT								
DS -STATE PRIMARY HIGHWAYS & PTO	546	0	0	0	0	0	0	546
Item 440915 3 Totals:	**1,326,601**	**1,700,000**	**0**	**0**	**0**	**0**	**0**	**3,026,601**

440915-3: Project Description correction; Prior year funding decrease.

437091-1: Delete page. The Construction Phase has advanced to FY 19.

Florida-Alabama FY 20-24 TIP Variance Report

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 439964 1	Project Description: SR 292 SORRENTO @ CR 292A INNERARITY POINT INTERSECTION							*NON-SIS*
District: 03	County: ESCAMBIA		Type of Work: INTERSECTION IMPROVEMENT			Project Length:		.313
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	315,847	0	0	0	0	0	0	315,847
DIH -STATE IN-HOUSE PRODUCT SUPPORT	27,178	0	0	0	0	0	0	27,178
DS -STATE PRIMARY HIGHWAYS & PTO	54,871	0	0	0	0	0	0	54,871
RIGHT OF WAY / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	560,000	120,000	0	0	0	0	0	680,000
DIH -STATE IN-HOUSE PRODUCT SUPPORT	30,000	8,000	0	0	0	0	0	38,000
CONSTRUCTION / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	0	1,821,432	0	0	0	0	1,821,432
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	17,308	0	0	0	0	17,308
Item 439964 1 Totals:	**987,896**	**128,000**	**1,838,740**	**0**	**0**	**0**	**0**	**2,954,636**

439964-1: Project Length change; Prior year funding decrease.

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 441882 1	Project Description: SR 292 SORRENTO RD @ CR 293 BAUER RD INTERSECTION							*NON-SIS*
District: 03	County: ESCAMBIA		Type of Work: INTERSECTION IMPROVEMENT			Project Length:		.290
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	372,974	0	0	0	0	0	0	372,974
DIH -STATE IN-HOUSE PRODUCT SUPPORT	41,069	0	0	0	0	0	0	41,069
DS -STATE PRIMARY HIGHWAYS & PTO	769	0	0	0	0	0	0	769
RIGHT OF WAY / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	0	96,400	0	0	0	0	96,400
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	15,000	0	0	0	0	15,000
CONSTRUCTION / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	0	0	0	1,299,824	0	0	0	1,299,824
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	0	12,352	0	0	0	12,352
Item 441882 1 Totals:	**414,812**	**0**	**111,400**	**1,312,176**	**0**	**0**	**0**	**1,838,388**

441882-1: Prior year funding decrease.

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 000154 2	Project Description: CR 399 BOB SIKES BRIDGE INSURANCE							*NON-SIS*
District: 03	County: ESCAMBIA			Type of Work: TOLL PLAZA			Project Length:	.753
OPERATIONS / MANAGED BY FDOT								
D -UNRESTRICTED STATE PRIMARY	72,743	40,000	40,000	40,000	40,000	40,000	0	272,743
Item 000154 2 Totals:	**72,743**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**0**	**272,743**

000154-2: Project Description correction.

Florida-Alabama FY 20-24 TIP Variance Report

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 218693 1	Project Description: ESCAMBIA/SANTA ROSA URBAN FUNDING BOX							*NON-SIS*
District: 03	County: ESCAMBIA			Type of Work: FUNDING ACTION			Project Length:	.000
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACSU -ADVANCE CONSTRUCTION (SU)	109,088	0	0	0	0	0	0	109,088
CONSTRUCTION / MANAGED BY FDOT								
ACSU -ADVANCE CONSTRUCTION (SU)	73,616	0	0	0	0	0	0	73,616
SU -STP, URBAN AREAS > 200K	138,628	0	149,187	0	0	2,600,478	0	2,888,293
Item 218693 1 Totals:	**321,332**	**0**	**149,187**	**0**	**0**	**2,600,478**	**0**	**3,070,997**

218693-1: Prior year funding increase.

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 405015 1	Project Description: TOLL OPS SR 281 GARCON POINT @ EAST BAY BRIDGE NO. 580174							*NON-SIS*
District: 03	County: SANTA ROSA			Type of Work: TOLL COLLECTION			Project Length:	3.496
OPERATIONS / MANAGED BY FDOT								
TOBC -GARCON POINT BRIDGE	18,582,736	1,522,000	1,522,000	1,522,000	1,522,000	1,522,000	0	26,192,736
Item 405015 1 Totals:	**18,582,736**	**1,522,000**	**1,522,000**	**1,522,000**	**1,522,000**	**1,522,000**	**0**	**26,192,736**

405015-1: Project Description correction.

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 415365 7	Project Description: SR 281 GARCON POINT BRIDGE NO. 580174							*NON-SIS*
District: 03	County: SANTA ROSA			Type of Work: TOLL PLAZA			Project Length:	3.496
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DS -STATE PRIMARY HIGHWAYS & PTO	22,587	0	0	0	0	0	0	22,587
DSBC -GARCON POINT BRIDGE	1,133,393	40,000	40,000	40,000	40,000	40,000	0	1,333,393
Item 415365 7 Totals:	**1,155,980**	**40,000**	**40,000**	**40,000**	**40,000**	**40,000**	**0**	**1,355,980**

415365-7: Prior year funding decrease.

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 416813 1	Project Description: TOLL MAINT SR 281 GARCON POINT @ EAST BAY BRIDGE NO. 580174							*SIS*
District: 03	County: SANTA ROSA			Type of Work: TOLL PLAZA			Project Length:	5.528
BRDG/RDWY/CONTRACT MAINT / MANAGED BY FDOT								
TMBC -GARCON POINT BRIDGE	1,220,197	43,143	43,143	43,143	43,143	43,143	215,715	1,651,627
Item 416813 1 Totals:	**1,220,197**	**43,143**	**43,143**	**43,143**	**43,143**	**43,143**	**215,715**	**1,651,627**

416813-1: Project Description correction.

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 436739 1	Project Description: ESCAMBIA CO MAINT & COMPENSATION OF TRAFFIC SIGNALS ON STATE ROADS							*NON-SIS*
District: 03	County: ESCAMBIA			Type of Work: TRAFFIC SIGNALS			Project Length:	.000
OPERATIONS / RESPONSIBLE AGENCY NOT AVAILABLE								
DDR -DISTRICT DEDICATED REVENUE	129,948	881,531	386,222	397,808	868,786	890,586	0	3,554,881
DITS -STATEWIDE ITS - STATE 100%.	3,491,540	291,910	822,422	847,095	413,465	423,063	0	6,289,495
Item 436739 1 Totals:	**3,621,488**	**1,173,441**	**1,208,644**	**1,244,903**	**1,282,251**	**1,313,649**	**0**	**9,844,376**

436739-1: Project Description correction; Prior year funding decrease.

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Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 436750 1	Project Description: SANTA ROSA CO MAINT & COMPENSATION OF TRAFFIC SIGNALS ON STATE ROADS							*NON-SIS*
District: 03	County: SANTA ROSA			Type of Work: TRAFFIC SIGNALS			Project Length:	.000
OPERATIONS / RESPONSIBLE AGENCY NOT AVAILABLE								
DDR -DISTRICT DEDICATED REVENUE	611,000	241,690	255,522	263,188	138,490	141,966	0	1,651,856
DITS -STATEWIDE ITS - STATE 100%.	248,934	0	0	0	132,594	136,017	0	517,545
Item 436750 1 Totals:	**859,934**	**241,690**	**255,522**	**263,188**	**271,084**	**277,983**	**0**	**2,169,401**

436750-1: Project Description correction; Prior year funding increase.

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 441737 1	Project Description: SR 296 MICHIGAN AVENUE FROM SR 10A (US 90) MOBILE HWY TO ESPERANTO DR							*NON-SIS*
District: 03	County: ESCAMBIA			Type of Work: SAFETY PROJECT			Project Length:	.908
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACLD -ADV CONSTRUCTION SAFETY (HSLD)	255,355	0	0	0	0	0	0	255,355
DS -STATE PRIMARY HIGHWAYS & PTO	868	0	0	0	0	0	0	868
CONSTRUCTION / MANAGED BY FDOT								
ACLD -ADV CONSTRUCTION SAFETY (HSLD)	0	1,018,167	0	0	0	0	0	1,018,167
Item 441737 1 Totals:	**256,223**	**1,018,167**	**0**	**0**	**0**	**0**	**0**	**1,274,390**

441737-1: Project Description correction.

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 421733 1	Project Description: ESCAMBIA CO ECAT 5307 CAPITAL FLEX PREVENTIVE MAINTENANCE							*NON-SIS*
District: 03	County: ESCAMBIA			Type of Work: CAPITAL FOR FIXED ROUTE			Project Length:	.000
CAPITAL / MANAGED BY ESCAMBIA COUNTY								
FTAT -FHWA TRANSFER TO FTA (NON-BUD)	2,550,000	300,000	300,000	300,000	300,000	300,000	0	4,050,000
LFF -LOCAL FUND - FOR MATCHING F/A	637,500	75,000	75,000	75,000	75,000	75,000	0	1,012,500
SA -STP, ANY AREA	300,000	0	0	0	0	0	0	300,000
SU -STP, URBAN AREAS > 200K	2,250,000	300,000	300,000	300,000	300,000	300,000	0	3,750,000
Item 421733 1 Totals:	**5,737,500**	**675,000**	**675,000**	**675,000**	**675,000**	**675,000**	**0**	**9,112,500**

421733-1: Project Description correction.

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Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 439721 1 Project Description: SR 87 FROM S OF CLEAR CREEK TO N OF SR 4								*NON-SIS*
District: 03 County: SANTA ROSA Type of Work: RESURFACING Project Length:								14.059
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
DDR -DISTRICT DEDICATED REVENUE	883,953	0	0	0	0	0	0	883,953
DIH -STATE IN-HOUSE PRODUCT SUPPORT	125,770	0	0	0	0	0	0	125,770
DS -STATE PRIMARY HIGHWAYS & PTO	5,372	0	0	0	0	0	0	5,372
CONSTRUCTION / MANAGED BY FDOT								
ACSA -ADVANCE CONSTRUCTION (SA)	0	5,082,993	0	0	0	0	0	5,082,993
DDR -DISTRICT DEDICATED REVENUE	0	597,600	0	0	0	0	0	597,600
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	59,760	0	0	0	0	0	59,760
DS -STATE PRIMARY HIGHWAYS & PTO	0	893,004	0	0	0	0	0	893,004
Item 439721 1 Totals:	**1,015,095**	**6,633,357**	**0**	**0**	**0**	**0**	**0**	**7,648,452**

439721-1: Prior year funding decrease.

440626-1: Delete page. The project has been dropped due to change in SCOP eligibility.

Fund	<2020	2020	2021	2022	2023	2024	>2024	All Years
Item Number: 441593 1 Project Description: SR 8 (I-10) ESCAMBIA COUNTY WELCOME CENTER								*SIS*
District: 03 County: ESCAMBIA Type of Work: RESURFACING Project Length:								.357
PRELIMINARY ENGINEERING / MANAGED BY FDOT								
ACNP -ADVANCE CONSTRUCTION NHPP	465,762	0	0	0	0	0	0	465,762
DS -STATE PRIMARY HIGHWAYS & PTO	163	0	0	0	0	0	0	163
CONSTRUCTION / MANAGED BY FDOT								
ACNP -ADVANCE CONSTRUCTION NHPP	0	0	331,064	0	0	0	0	331,064
DIH -STATE IN-HOUSE PRODUCT SUPPORT	0	0	43,193	0	0	0	0	43,193
DRA -REST AREAS - STATE 100%	0	0	3,754,524	0	0	0	0	3,754,524
Item 441593 1 Totals:	**465,925**	**0**	**4,128,781**	**0**	**0**	**0**	**0**	**4,594,706**

441593-1: Prior year funding decrease.

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EXHIBIT C

THE SCHOOL DISTRICT OF ESCAMBIA COUNTY Operations/Finance and Business Services	SCHOOL BOARD AGENDA EXECUTIVE SUMMARY	
AGENDA DATE: November 19, 2019	**ITEM NUMBER:** V.b.4.A.2.a.	
AGENDA REFERENCE: Tentative Facilities Work Program (Five Year Plan)	**FISCAL IMPACT / AMOUNT:** N/A	
FUND SOURCE: N/A		
BACKGROUND INFORMATION / DESCRIPTION: Request Board's permission to adopt the Tentative Facilities Work Program (Five Year Plan) in accordance with Florida Statute 1013.35. The document is required to be updated and adopted by all School Boards on an annual basis.		
EDUCATIONAL IMPACT: To set forth the proposed commitments and planned expenditures of the district to address educational facilities needs of its students and to adequately provide for maintenance of the educational plant and ancillary facilities.		
OTHER REFERENCES OR NOTES: See attached.		
ACTION REQUIRED: Adoption of Tentative Facilities Work Program and submission to the Department of Education.		
STRATEGIC PLAN: District Goal E.3: Continuity: To improve operational continuity in the learning and work environment.		
REQUESTED BY: Anthony B. Noles, Director of Facilities	**DATE:** October 18, 2019	
ASSISTANT SUPERINTENDENT:	**DATE:** 11/1/19	**DATE OF BOARD APPROVAL:**

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

NOV 19 2019

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

INTRODUCTION

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

The district's facilities work program must be a complete, balanced capital outlay plan that is financially feasible. The first year of the work program is the districts capital outlay budget. To determine if the work program is balanced and financially feasible, the "Net Available Revenue" minus the "Funded Projects Costs" should sum to zero for "Remaining Funds".

If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.
If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.
If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

Summary of revenue/expenditures available for new construction and remodeling projects only.

	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	Five Year Tota
Total Revenues	$111,539,639	$29,207,181	$29,214,034	$27,399,625	$27,894,656	$225,255,135
Total Project Costs	$111,539,639	$29,207,181	$29,214,034	$27,399,625	$27,894,656	$225,255,135
Difference (Remaining Funds)	$0	$0	$0	$0	$0	$0

District ESCAMBIA COUNTY SCHOOL DISTRICT

Fiscal Year Range

CERTIFICATION

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption

Work Plan Submittal Date

DISTRICT SUPERINTENDENT

CHIEF FINANCIAL OFFICER

DISTRICT POINT-OF-CONTACT PERSON

JOB TITLE

PHONE NUMBER

E-MAIL ADDRESS

APPROVED
ESCAMBIA COUNTY SCHOOL BOARD

NOV 19 2019

MALCOLM THOMAS, SUPERINTENDENT
VERIFIED BY RECORDING SECRETARY

INTRODUCTION

The 5-Year District Facilities Work Program is a very important document. The Department of Education, Legislature, Governor's Office, Division of Community Planning (growth management), local governments, and others use the work program information for various needs including funding, planning, and as the authoritative source for school facilities related information.

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If the "Remaining Funds" balance is zero, then the plan is both balanced and financially feasible.
If the "Remaining Funds" balance is negative, then the plan is neither balanced nor feasible.
If the "Remaining Funds" balance is greater than zero, the plan may be feasible, but it is not balanced.

Summary of revenue/expenditures available for new construction and remodeling projects only.

	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	Five Year Tota
Total Revenues	$111,539,639	$30,207,181	$30,714,034	$29,899,625	$30,394,656	$232,755,135
Total Project Costs	$111,539,639	$30,207,181	$30,714,034	$29,899,625	$30,394,656	$232,755,135
Difference (Remaining Funds)	$0	$0	$0	$0	$0	$0

District	ESCAMBIA COUNTY SCHOOL DISTRICT
Fiscal Year Range	

CERTIFICATION

By submitting this electronic document, we certify that all information provided in this 5-year district facilities work program is accurate, all capital outlay resources are fully reported, and the expenditures planned represent a complete and balanced capital outlay plan for the district. The district Superintendent of Schools, Chief Financial Officer, and the School Board have approved the information contained in this 5-year district facilities work program; they certify to the Department of Education, Office of Educational Facilities, that the information contained herein is correct and accurate; they also certify that the plan has been developed in coordination with the general purpose local governments as required by §1013.35(2) F.S. We understand that any information contained in this 5-year district facilities work program is subject to audit by the Auditor General of the State of Florida.

Date of School Board Adoption	11/19/2019
Work Plan Submittal Date	12/10/2019
DISTRICT SUPERINTENDENT	Malcolm Thomas
CHIEF FINANCIAL OFFICER	Terry St. Cyr
DISTRICT POINT-OF-CONTACT PERSON	Anthony B. Noles
JOB TITLE	Director of Facilities Planning
PHONE NUMBER	850-469-5669
E-MAIL ADDRESS	anoles@escambia.k12.fl.us

Expenditures

Expenditure for Maintenance, Repair and Renovation from 1.50-Mills and PECO

Annually, prior to the adoption of the district school budget, each school board must prepare a tentative district facilities work program that includes a schedule of major repair and renovation projects necessary to maintain the educational and ancillary facilities of the district.

Item	2019 - 2020 Actual Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
HVAC	$0	$0	$0	$500,000	$500,000	$1,000,000
Locations:	A K SUTER ELEMENTARY, ADMINISTRATIVE ANNEX, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BEULAH MIDDLE, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, BYRNEVILLE ELEMENTARY-CHARTER SCHOOL, C A WEIS ELEMENTARY, CAMELOT, CAPITAL CREW SHOPS, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBI/ WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JOHN A GIBSON HEADSTART PROGRAM, JUDY ANDREWS SCHOOL, KINGSFIELD ELEMENTARY , L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MUSCOGEE ROAD BUS DEPOT, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, SUCCESS ACADEMY , VERNON MCDANIEL ADMINISTRATION BUILDING, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST FLORIDA HIGH SCHOOL OF ADVANCED TECHNOLOGY, WEST PENSACOLA ELEMENTARY					
Flooring	$150,000	$150,000	$150,000	$150,000	$150,000	$750,000
Locations:	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRAT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, , M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, SUCCESS ACADEMY , VERNON MCDANIEL ADMINISTRATION BUILDING, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST FLORIDA HIGH SCHOOL OF ADVANCED TECHNOLOGY, WEST PENSACOLA ELEMENTARY					
Roofing	$179,720	$179,720	$179,720	$179,720	$179,720	$898,600
Locations:	J E HALL EDUCATIONAL SERVICES CENTER					
Safety to Life	$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.					
Fencing	$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.					
Parking	$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.					
Electrical	$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.					

Fire Alarm		$375,000	$375,000	$375,000	$375,000	$375,000	$1,875,000
Locations:	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BEULAH MIDDLE, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, KINGSFIELD ELEMENTARY , L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, SUCCESS ACADEMY , VERNON MCDANIEL ADMINISTRATION BUILDING, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST FLORIDA HIGH SCHOOL OF ADVANCED TECHNOLOGY, WEST PENSACOLA ELEMENTARY						
Telephone/Intercom System		$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.						
Closed Circuit Television		$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.						
Paint		$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.						
Maintenance/Repair		$0	$0	$0	$0	$0	$0
Locations:	No Locations for this expenditure.						
Sub Total:		**$704,720**	**$704,720**	**$704,720**	**$1,204,720**	**$1,204,720**	**$4,523,600**

PECO Maintenance Expenditures	$0	$0	$0	$0	$0	$0
1.50 Mill Sub Total:	$3,236,900	$3,505,144	$4,323,752	$5,102,733	$5,122,093	$21,290,622

Other Items	2019 - 2020 Actual Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
Undistributed Sitework	$390,000	$390,000	$390,000	$500,000	$500,000	$2,170,000
Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BEULAH MIDDLE, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SUCCESS ACADEMY , WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST FLORIDA HIGH SCHOOL OF ADVANCED TECHNOLOGY, WEST PENSACOLA ELEMENTARY						
Ancillary Facilities	$0	$0	$800,000	$800,000	$800,000	$2,400,000
Locations	BROWN-BARGE ANNEX, CENTRAL WAREHOUSE, J E HALL EDUCATIONAL SERVICES CENTER, MUSCOGEE ROAD BUS DEPOT, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING					

Undistributed Hazardous Material Disposal		$80,000	$80,000	$80,000	$80,000	$80,000	$400,000
Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BEULAH MIDDLE, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CAPITAL CREW SHOPS, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, KINGSFIELD ELEMENTARY , L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, SUCCESS ACADEMY , VERNON MCDANIEL ADMINISTRATION BUILDING, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST FLORIDA HIGH SCHOOL OF ADVANCED TECHNOLOGY, WEST PENSACOLA ELEMENTARY					
Undistributed Gas Infrastructure Repair		$20,000	$20,000	$20,000	$20,000	$20,000	$100,000
Locations	BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MOLINO PARK ELEMENTARY, MYRTLE GROVE ELEMENTARY, NAVY POINT ELEMENTARY, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WEST PENSACOLA ELEMENTARY					
Capital Improvement & Energy Crew Holiday/Annual/Sick		$0	$250,000	$250,000	$300,000	$300,000	$1,100,000
Locations	CAPITAL CREW SHOPS					
Undistributed Indoor Air Quality		$50,000	$50,000	$50,000	$50,000	$50,000	$250,000
Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BEULAH MIDDLE, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CAMELOT, CAPITAL CREW SHOPS, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, KINGSFIELD ELEMENTARY , L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MUSCOGEE ROAD BUS DEPOT, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, SUCCESS ACADEMY , VERNON MCDANIEL ADMINISTRATION BUILDING, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST FLORIDA HIGH SCHOOL OF ADVANCED TECHNOLOGY, WEST PENSACOLA ELEMENTARY					
Undistributed Blinds Replacement		$10,000	$10,000	$10,000	$10,000	$10,000	$50,000
Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SUCCESS ACADEMY , WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST FLORIDA HIGH SCHOOL OF ADVANCED TECHNOLOGY, WEST PENSACOLA ELEMENTARY					
Portable Classroom Renovation, Relocation, Set-Up & Utility Connections		$300,000	$300,000	$300,000	$300,000	$300,000	$1,500,000

Locations	BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOF HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE, HELLEN CARO ELEMENTARY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM C BAILEY MIDDLE, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST FLORIDA HIGH SCHOOL OF ADVANCED TECHNOLOGY, WEST PENSACOLA ELEMENTARY					
Undistibuted Door Replacement Cycle	$100,000	$100,000	$100,000	$100,000	$100,000	$500,000
Locations	BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, C A WEIS ELEMENTARY, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST FLORIDA HIGH SCHOOL OF ADVANCED TECHNOLOGY, WEST PENSACOLA ELEMENTARY					
Undistributed Asbestos Abatement	$50,000	$50,000	$50,000	$50,000	$50,000	$250,000
Locations	BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, JUDY ANDREWS SCHOOL, L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MCMILLAN PRE-K CENTER, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, O J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, VERNON MCDANIEL ADMINISTRATION BUILDING, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WES FLORIDA HIGH SCHOOL OF ADVANCED TECHNOLOGY, WEST PENSACOLA ELEMENTARY					
Bleacher Repair and Replace Cycle	$195,000	$195,000	$195,000	$195,000	$195,000	$975,000
Locations	BELLVIEW MIDDLE, BROWN BARGE MIDDLE, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE, J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, NORTHVIEW SENIOR HIGH, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, RANSOM MIDDLE, SUCCESS ACADEMY , WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST FLORIDA HIGH SCHOOL OF ADVANCED TECHNOLOGY					
Facilities Planning Salary Abatement	$912,180	$930,424	$949,032	$968,013	$987,373	$4,747,022
Locations	CAPITAL CREW SHOPS, J E HALL EDUCATIONAL SERVICES CENTER					
District Wide Preventative Maintenance	$100,000	$100,000	$100,000	$200,000	$200,000	$700,000
Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BEULAH MIDDLE, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, KINGSFIELD ELEMENTARY , L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, SUCCESS ACADEMY , VERNON MCDANIEL ADMINISTRATION BUILDING, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST FLORIDA HIGH SCHOOL OF ADVANCED TECHNOLOGY WEST PENSACOLA ELEMENTARY					
Energy Management DDC Controls	$325,000	$325,000	$325,000	$325,000	$325,000	$1,625,000

Locations	A K SUTER ELEMENTARY, BELLVIEW ELEMENTARY, BELLVIEW MIDDLE, BEULAH ELEMENTARY, BEULAH MIDDLE, BLUE ANGELS ELEMENTARY, BRATT ELEMENTARY, BRENTWOOD ELEMENTARY, BROWN BARGE MIDDLE, BROWN-BARGE ANNEX, C A WEIS ELEMENTARY, CENTRAL WAREHOUSE, CORDOVA PARK ELEMENTARY, ENSLEY ELEMENTARY, ERNEST WARD MIDDLE, ESCAMBIA SENIOR HIGH, ESCAMBIA WESTGATE CENTER, FERRY PASS ELEMENTARY, FERRY PASS MIDDLE, GEORGE STONE TECHNICAL COLLEGE, GLOBAL LEARNING ACADEMY, HELLEN CARO ELEMENTARY, J E HALL EDUCATIONAL SERVICES CENTER J H WORKMAN MIDDLE, J M TATE SENIOR HIGH, JIM ALLEN ELEMENTARY, JIM C BAILEY MIDDLE, KINGSFIELD ELEMENTARY , L D MCARTHUR ELEMENTARY, LINCOLN PARK ELEMENTARY, LONGLEAF ELEMENTARY, MOLINO PARK ELEMENTARY, MONTCLAIR ELEMENTARY, MYRTLE GROVE ELEMENTARY, N B COOK ELEMENTARY, NAVY POINT ELEMENTARY, NORTHVIEW SENIOR HIGH, J SEMMES ELEMENTARY, OAKCREST ELEMENTARY, PENSACOLA SENIOR HIGH, PINE FOREST SENIOR HIGH, PINE MEADOW ELEMENTARY, PLEASANT GROVE ELEMENTARY, R C LIPSCOMB ELEMENTARY, RANSOM MIDDLE, REINHARDT HOLM ELEMENTARY, ROY L HYATT ENVIRONMENTAL CENTER, SCENIC HEIGHTS ELEMENTARY, SHERWOOD ELEMENTARY, SPENCER BIBBS CENTER, SUCCESS ACADEMY , VERNON MCDANIEL ADMINISTRATION BUILDING, WARRINGTON ELEMENTARY, WARRINGTON MIDDLE, WASHINGTON SENIOR HIGH, WEST FLORIDA HIGH SCHOOL OF ADVANCED TECHNOLOGY WEST PENSACOLA ELEMENTARY

Total:	**$3,236,900**	**$3,505,144**	**$4,323,752**	**$5,102,733**	**$5,122,093**	**$21,290,622**

Local 1.50 Mill Expenditure For Maintenance, Repair and Renovation

Anticipated expenditures expected from local funding sources over the years covered by the current work plan.

Item	2019 - 2020 Actual Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
Remaining Maint and Repair from 1.5 Mills	$3,236,900	$3,505,144	$4,323,752	$5,102,733	$5,122,093	$21,290,622
Maintenance/Repair Salaries	$0	$0	$0	$0	$0	$0
School Bus Purchases	$3,414,275	$4,200,000	$4,200,000	$4,200,000	$4,200,000	$20,214,275
Other Vehicle Purchases	$352,128	$500,000	$500,000	$500,000	$500,000	$2,352,128
Capital Outlay Equipment	$6,606,554	$6,264,582	$6,672,246	$7,908,271	$8,345,158	$35,796,811
Rent/Lease Payments	$0	$0	$0	$0	$0	$0
COP Debt Service	$4,837,000	$4,838,000	$4,832,875	$5,060,278	$5,837,000	$25,405,153
Rent/Lease Relocatables	$0	$0	$0	$0	$0	$0
Environmental Problems	$0	$0	$0	$0	$0	$0
s.1011.14 Debt Service	$0	$0	$0	$0	$0	$0
Special Facilities Construction Account	$0	$0	$0	$0	$0	$0
Premiums for Property Casualty Insurance - 1011.71 (4a,b)	$0	$0	$0	$0	$0	$0
Qualified School Construction Bonds (QSCB)	$0	$0	$0	$0	$0	$0
Qualified Zone Academy Bonds (QZAB)	$0	$0	$0	$0	$0	$0
Software	$300,000	$300,000	$300,000	$300,000	$300,000	$1,500,000
Maintenance Transfer	$4,700,000	$4,700,000	$4,700,000	$5,000,000	$5,000,000	$24,100,000
Property Insurance	$3,093,310	$3,093,310	$3,093,310	$3,093,310	$3,093,310	$15,466,550
Local Expenditure Totals:	**$26,540,167**	**$27,401,036**	**$28,622,183**	**$31,164,592**	**$32,397,561**	**$146,125,539**

Revenue

1.50 Mill Revenue Source

Schedule of Estimated Capital Outlay Revenue from each currently approved source which is estimated to be available for expenditures on the projects included in the tentative district facilities work program. All amounts are NET after considering carryover balances, interest earned, new COP's, 1011.14 and 1011.15 loans, etc. Districts cannot use 1.5-Mill funds for salaries except for those explicitly associated with maintenance/repair projects. (1011.71 (5), F.S.)

Item	Fund	2019 - 2020 Actual Value	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
(1) Non-exempt property assessed valuation		$20,463,365,354	$21,663,365,354	$22,863,365,354	$24,063,365,354	$25,263,365,354	$114,316,826,770
(2) The Millege projected for discretionary capital outlay per s.1011.71		1.35	1.50	1.50	1.50	1.50	
(3) Full value of the 1.50-Mill discretionary capital outlay per s.1011.71		$34,378,454	$36,394,454	$38,410,454	$40,426,454	$42,442,454	$192,052,270
(4) Value of the portion of the 1.50 -Mill ACTUALLY levied	370	$26,540,166	$31,195,246	$32,923,246	$34,651,246	$36,379,246	$161,689,150
(5) Difference of lines (3) and (4)		$7,838,288	$5,199,208	$5,487,208	$5,775,208	$6,063,208	$30,363,120

PECO Revenue Source

The figure in the row designated "PECO Maintenance" will be subtracted from funds available for new construction because PECO maintenance dollars cannot be used for new construction.

Item	Fund	2019 - 2020 Actual Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
PECO New Construction	340	$0	$0	$0	$0	$0	$0
PECO Maintenance Expenditures		$0	$0	$0	$0	$0	$0
		$0	**$0**	**$0**	**$0**	**$0**	**$0**

CO & DS Revenue Source

Revenue from Capital Outlay and Debt Service funds.

Item	Fund	2019 - 2020 Actual Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
CO & DS Cash Flow-through Distributed	360	$1,384,598	$1,384,598	$1,384,598	$1,384,598	$1,384,598	$6,922,990
CO & DS Interest on Undistributed CO	360	$28,373	$28,373	$28,373	$28,373	$28,373	$141,865
		$1,412,971	**$1,412,971**	**$1,412,971**	**$1,412,971**	**$1,412,971**	**$7,064,855**

Fair Share Revenue Source

All legally binding commitments for proportionate fair-share mitigation for impacts on public school facilities must be included in the 5-year district work program.

Nothing reported for this section.

Sales Surtax Referendum

Specific information about any referendum for a 1-cent or ½-cent surtax referendum during the previous year.

Did the school district hold a surtax referendum during the past fiscal year 2018 - 2019? No

Additional Revenue Source

Any additional revenue sources

Item	2019 - 2020 Actual Value	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total
Federal Grants	$0	$0	$0	$0	$0	$0
Proportionate share mitigation (actual cash revenue only, not in kind donations)	$0	$0	$0	$0	$0	$0
Impact fees received	$0	$0	$0	$0	$0	$0
Private donations	$0	$0	$0	$0	$0	$0
Grants from local governments or not-for-profit organizations	$0	$0	$0	$0	$0	$0
Interest, Including Profit On Investment	$0	$0	$0	$0	$0	$0
Revenue from Bonds pledging proceeds from 1 cent or 1/2 cent Sales Surtax	$0	$0	$0	$0	$0	$0
Total Fund Balance Carried Forward	$85,126,669	$0	$0	$0	$0	$85,126,669
General Capital Outlay Obligated Fund Balance Carried Forward From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
Special Facilities Construction Account	$0	$0	$0	$0	$0	$0
One Cent - 1/2 Cent Sales Surtax Debt Service From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
Capital Outlay Projects Funds Balance Carried Forward From Total Fund Balance Carried Forward	$0	$0	$0	$0	$0	$0
Proceeds from a s.1011.14/15 F.S. Loans	$0	$0	$0	$0	$0	$0
District Bonds - Voted local bond referendum proceeds per s.9, Art VII State Constitution	$0	$0	$0	$0	$0	$0
Proceeds from Special Act Bonds	$0	$0	$0	$0	$0	$0

Estimated Revenue from CO & DS Bond Sale	$0	$0	$0	$0	$0	$0
Proceeds from Voted Capital Improvements millage	$0	$0	$0	$0	$0	$0
Other Revenue for Other Capital Projects	$0	$0	$0	$0	$0	$0
Proceeds from 1/2 cent sales surtax authorized by school board	$25,000,000	$25,000,000	$25,000,000	$25,000,000	$25,000,000	$125,000,000
Proceeds from local governmental infrastructure sales surtax	$0	$0	$0	$0	$0	$0
Proceeds from Certificates of Participation (COP's) Sale	$0	$0	$0	$0	$0	$0
Classrooms First Bond proceeds amount authorized in FY 1997-98	$0	$0	$0	$0	$0	$0
Classrooms for Kids	$0	$0	$0	$0	$0	$0
District Equity Recognition	$0	$0	$0	$0	$0	$0
Subtotal	**$110,126,669**	**$25,000,000**	**$25,000,000**	**$25,000,000**	**$25,000,000**	**$210,126,669**

Total Revenue Summary

Item Name	2019 - 2020 Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Five Year Total
Local 1.5 Mill Discretionary Capital Outlay Revenue	$26,540,166	$31,195,246	$32,923,246	$34,651,246	$36,379,246	$161,689,150
PECO and 1.5 Mill Maint and Other 1.5 Mill Expenditures	($26,540,167)	($27,401,036)	($28,622,183)	($31,164,592)	($32,397,561)	($146,125,539)
PECO Maintenance Revenue	$0	$0	$0	$0	$0	$0
Available 1.50 Mill for New Construction	**($1)**	**$3,794,210**	**$4,301,063**	**$3,486,654**	**$3,981,685**	**$15,563,611**

Item Name	2019 - 2020 Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Five Year Total
CO & DS Revenue	$1,412,971	$1,412,971	$1,412,971	$1,412,971	$1,412,971	$7,064,855
PECO New Construction Revenue	$0	$0	$0	$0	$0	$0
Other/Additional Revenue	$110,126,669	$25,000,000	$25,000,000	$25,000,000	$25,000,000	$210,126,669
Total Additional Revenue	**$111,539,640**	**$26,412,971**	**$26,412,971**	**$26,412,971**	**$26,412,971**	**$217,191,524**
Total Available Revenue	**$111,539,639**	**$30,207,181**	**$30,714,034**	**$29,899,625**	**$30,394,656**	**$232,755,135**

Project Schedules

Capacity Project Schedules

A schedule of capital outlay projects necessary to ensure the availability of satisfactory classrooms for the projected student enrollment in K-12 programs.

Project Description	Location		2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	Total	Funded
PLEASANT GROVE ELEMENTARY (NEW WESTSIDE K-5 SCHOOL)	Location not specified	Planned Cost:	$0	$5,000,000	$5,000,000	$5,000,000	$5,000,000	$20,000,000	Yes
		Student Stations:	0	800	0	0	0	800	
		Total Classrooms:	0	0	0	0	0	0	
		Gross Sq Ft:	0	135,000	0	0	0	135,000	

Planned Cost:	**$0**	**$5,000,000**	**$5,000,000**	**$5,000,000**	**$5,000,000**	**$20,000,000**
Student Stations:	**0**	**800**	**0**	**0**	**0**	**800**
Total Classrooms:	**0**	**0**	**0**	**0**	**0**	**0**
Gross Sq Ft:	**0**	**135,000**	**0**	**0**	**0**	**135,000**

Other Project Schedules

Major renovations, remodeling, and additions of capital outlay projects that do not add capacity to schools.

Project Description	Location	2019 - 2020 Actual Budget	2020 - 2021 Projected	2021 - 2022 Projected	2022 - 2023 Projected	2023 - 2024 Projected	Total	Funded
1.5 Mill Carryover	Location not specified	$10,831,224	$0	$0	$0	$0	$10,831,224	Yes
Half Cent Sales Tax Carryover	Location not specified	$56,713,431	$0	$0	$0	$0	$56,713,431	Yes
District Wide General Renovations	Location not specified	$1,447,872	$1,000,000	$1,000,000	$1,000,000	$1,000,000	$5,447,872	Yes
CO & DS Flow Through Carryover	Location not specified	$5,015,190	$0	$0	$0	$0	$5,015,190	Yes
Facilities Systems - Roofing	Location not specified	$1,800,000	$1,800,000	$1,800,000	$1,800,000	$1,800,000	$9,000,000	Yes
Facilities Systems - Mechanical Life Safety	Location not specified	$3,000,000	$2,000,000	$2,000,000	$2,000,000	$2,000,000	$11,000,000	Yes
Correct Deficiencies Related to Safety to Life, Health & Sanitation	Location not specified	$84,598	$67,381	$94,784	$100,000	$100,000	$446,763	Yes
District Wide Campus Security Systems	Location not specified	$500,000	$250,000	$250,000	$250,000	$250,000	$1,500,000	Yes
Additional or Replacement Equipment for Existing Buildings	Location not specified	$50,000	$50,000	$50,000	$50,000	$50,000	$250,000	Yes
District Wide Sitework	Location not specified	$1,000,000	$500,000	$500,000	$500,000	$500,000	$3,000,000	Yes
District Wide ADA Accommodations	Location not specified	$50,000	$50,000	$50,000	$50,000	$50,000	$250,000	Yes
Debt Service - Sales Tax Revenue Bond	Location not specified	$5,780,500	$5,789,800	$5,769,250	$5,749,625	$5,744,656	$28,833,831	Yes
Necessary Modifications for the Physically Disabled in Existing Buildings	Location not specified	$50,000	$50,000	$50,000	$50,000	$50,000	$250,000	Yes
District Wide Capital Outlay Budget Requests	Location not specified	$2,000,000	$2,000,000	$2,000,000	$2,800,000	$3,000,000	$11,800,000	Yes
District Wide Athletic/P.E. Facility Improvements	Location not specified	$1,000,000	$500,000	$500,000	$500,000	$500,000	$3,000,000	Yes

District Wide Paved Auto Parking Areas	Location not specified	$100,000	$100,000	$100,000	$100,000	$100,000	$500,000	Yes
Retrofit Existing Schools for Technology	Location not specified	$150,000	$150,000	$150,000	$150,000	$150,000	$750,000	Yes
Agriculture Building	J M TATE SENIOR HIGH	$0	$2,000,000	$0	$0	$0	$2,000,000	Yes
Cafeteria & Classroom Retrofit	BEULAH ELEMENTARY	$3,000,000	$0	$0	$0	$0	$3,000,000	Yes
Auditorium	ESCAMBIA SENIOR HIGH	$0	$2,200,000	$2,200,000	$0	$0	$4,400,000	Yes
Auditorium	PINE FOREST SENIOR HIGH	$0	$2,200,000	$2,200,000	$0	$0	$4,400,000	Yes
Auditorium	J M TATE SENIOR HIGH	$0	$2,200,000	$2,200,000	$0	$0	$4,400,000	Yes
LCIF Carryover	Location not specified	$3,540,368	$0	$0	$0	$0	$3,540,368	Yes
Classroom Additions - Portable Classroom Reduction	Location not specified	$0	$0	$2,000,000	$4,700,000	$5,500,000	$12,200,000	Yes
Half Cent Sales Tax Revenue Bonds Fund Carryover	Location not specified	$9,026,456	$0	$0	$0	$0	$9,026,456	Yes
Middle & High School Track Resurfacing	Location not specified	$0	$0	$0	$450,000	$450,000	$900,000	Yes
Building 1 Replacement	MYRTLE GROVE ELEMENTARY	$0	$0	$0	$4,000,000	$4,000,000	$8,000,000	Yes
Exterior Wall Repair	N B COOK ELEMENTARY	$250,000	$0	$0	$0	$0	$250,000	Yes
Covered Play Building	BEULAH ELEMENTARY	$1,500,000	$0	$0	$0	$0	$1,500,000	Yes
District Wide Window Replacement	Location not specified	$1,500,000	$200,000	$450,000	$500,000	$0	$2,650,000	Yes
Covered Play Building	LONGLEAF ELEMENTARY	$1,500,000	$0	$0	$0	$0	$1,500,000	Yes
Covered Play Building	PINE MEADOW ELEMENTARY	$1,500,000	$0	$0	$0	$0	$1,500,000	Yes
Covered Play Building	BRATT ELEMENTARY	$0	$1,000,000	$0	$0	$0	$1,000,000	Yes
Covered Play Building	MYRTLE GROVE ELEMENTARY	$0	$1,000,000	$0	$0	$0	$1,000,000	Yes
Covered Play Building	FERRY PASS ELEMENTARY	$0	$0	$1,000,000	$0	$0	$1,000,000	Yes
Covered Play Building	WARRINGTON ELEMENTARY	$0	$0	$1,250,000	$0	$0	$1,250,000	Yes
Sanitation Facilities to Serve Students, Staff, & Public	Location not specified	$150,000	$100,000	$100,000	$150,000	$150,000	$650,000	Yes
		$111,539,639	**$25,207,181**	**$25,714,034**	**$24,899,625**	**$25,394,656**	**$212,755,135**	

Additional Project Schedules

Any projects that are not identified in the last approved educational plant survey.

Nothing reported for this section.

Non Funded Growth Management Project Schedules

Schedule indicating which projects, due to planned development, that CANNOT be funded from current revenues projected over the next five years.

Nothing reported for this section.

Tracking

Capacity Tracking

Location	2019 - 2020 Satis. Stu. Sta.	Actual 2019 - 2020 FISH Capacity	Actual 2018 - 2019 COFTE	# Class Rooms	Actual Average 2019 - 2020 Class Size	Actual 2019 - 2020 Utilization	New Stu. Capacity	New Rooms to be Added/Removed	Projected 2023 - 2024 COFTE	Projected 2023 - 2024 Utilization	Projected 2023 - 2024 Class Size
HELLEN CARO ELEMENTARY	889	889	808	48	17	91.00 %	0	0	725	82.00 %	15
JIM ALLEN ELEMENTARY	762	762	635	39	16	83.00 %	0	0	560	73.00 %	14
BELLVIEW ELEMENTARY	884	884	628	46	14	71.00 %	0	0	720	81.00 %	16
BELLVIEW MIDDLE	1,551	1,395	991	64	15	71.00 %	0	0	970	70.00 %	15
BRATT ELEMENTARY	564	564	454	28	16	81.00 %	0	0	375	66.00 %	13
BRENTWOOD ELEMENTARY	567	567	472	31	15	83.00 %	0	0	527	93.00 %	17
SUCCESS ACADEMY	578	0	0	24	0	0.00 %	0	0	100	0.00 %	4
N B COOK ELEMENTARY	680	680	567	35	16	83.00 %	0	0	580	85.00 %	17
BLUE ANGELS ELEMENTARY	853	853	814	46	18	95.00 %	0	0	725	85.00 %	16
MOLINO PARK ELEMENTARY	756	756	458	36	13	61.00 %	0	0	418	55.00 %	12
GLOBAL LEARNING ACADEMY	836	836	580	45	13	69.00 %	0	0	730	87.00 %	16
BEULAH MIDDLE	1,618	0	825	71	12	0.00 %	0	0	1,110	0.00 %	16
KINGSFIELD ELEMENTARY	857	0	624	49	13	0.00 %	0	0	800	0.00 %	16
ESCAMBIA WESTGATE CENTER	381	381	195	37	5	51.00 %	0	0	210	55.00 %	6
BEULAH ELEMENTARY	1,023	1,023	920	53	17	90.00 %	0	0	725	71.00 %	14
WASHINGTON SENIOR HIGH	1,931	1,834	1,713	81	21	93.00 %	0	0	1,680	92.00 %	21
R C LIPSCOMB ELEMENTARY	952	952	844	50	17	89.00 %	0	0	750	79.00 %	15
JIM C BAILEY MIDDLE	1,486	1,337	1,392	66	21	104.00 %	0	0	1,190	89.00 %	18
NORTHVIEW SENIOR HIGH	662	529	468	28	17	88.00 %	0	0	480	91.00 %	17

LINCOLN PARK ELEMENTARY	316	316	286	18	16	91.00 %	0	0	200	63.00 %	11
WEST FLORIDA HIGH SCHOOL OF ADVANCED TECHNOLOGY	1,707	1,621	0	67	0	0.00 %	0	0	851	52.00 %	13
GEORGE STONE TECHNICAL COLLEGE	1,146	2,020	1,272	56	23	63.00 %	0	0	751	37.00 %	13
PINE FOREST SENIOR HIGH	2,055	1,952	1,591	85	19	82.00 %	0	0	1,475	76.00 %	17
LONGLEAF ELEMENTARY	780	780	566	41	14	73.00 %	0	0	725	93.00 %	18
L D MCARTHUR ELEMENTARY	819	819	703	45	16	86.00 %	0	0	750	92.00 %	17
WEST PENSACOLA ELEMENTARY	685	685	526	36	15	77.00 %	0	0	425	62.00 %	12
J H WORKMAN MIDDLE	1,366	1,229	972	59	16	79.00 %	0	0	935	76.00 %	16
REINHARDT HOLM ELEMENTARY	669	669	449	36	12	67.00 %	0	0	446	67.00 %	12
JUDY ANDREWS SCHOOL	300	300	132	12	11	44.00 %	-300	-12	0	0.00 %	0
JOHN A GIBSON HEADSTART PROGRAM	218	0	0	11	0	0.00 %	0	0	0	0.00 %	0
MCMILLAN PRE-K CENTER	252	252	35	14	2	14.00 %	-252	-14	0	0.00 %	0
A K SUTER ELEMENTARY	645	645	565	34	17	88.00 %	0	0	505	78.00 %	15
J M TATE SENIOR HIGH	2,216	2,105	2,094	98	21	99.00 %	0	0	1,880	89.00 %	19
ERNEST WARD MIDDLE	706	635	486	30	16	77.00 %	0	0	425	67.00 %	14
WARRINGTON ELEMENTARY	624	624	320	33	10	51.00 %	0	0	400	64.00 %	12
WARRINGTON MIDDLE	1,268	1,141	808	53	15	71.00 %	0	0	658	58.00 %	12
C A WEIS ELEMENTARY	641	641	467	36	13	73.00 %	0	0	500	78.00 %	14
PENSACOLA SENIOR HIGH	1,975	1,876	1,380	82	17	74.00 %	0	0	1,430	76.00 %	17
PINE MEADOW ELEMENTARY	825	825	630	44	14	76.00 %	0	0	750	91.00 %	17
PLEASANT GROVE ELEMENTARY	632	632	595	34	18	94.00 %	0	0	550	87.00 %	16
SCENIC HEIGHTS ELEMENTARY	921	921	819	48	17	89.00 %	0	0	745	81.00 %	16
O J SEMMES ELEMENTARY	566	566	398	29	14	70.00 %	0	0	410	72.00 %	14
SHERWOOD ELEMENTARY	673	673	513	34	15	76.00 %	0	0	610	91.00 %	18
FERRY PASS ELEMENTARY	623	623	617	33	19	99.00 %	0	0	585	94.00 %	18
FERRY PASS MIDDLE	1,337	1,203	1,207	58	21	100.00 %	0	0	980	81.00 %	17
MONTCLAIR ELEMENTARY	526	526	366	27	14	70.00 %	0	0	310	59.00 %	11
MYRTLE GROVE ELEMENTARY	685	685	561	36	16	82.00 %	0	0	605	88.00 %	17
NAVY POINT ELEMENTARY	585	585	511	32	16	87.00 %	0	0	450	77.00 %	14
OAKCREST ELEMENTARY	525	525	519	28	19	99.00 %	0	0	500	95.00 %	18

BROWN BARGE MIDDLE	975	877	558	43	13	64.00 %	0	0	525	60.00 %	12
BYRNEVILLE ELEMENTARY-CHARTER SCHOOL	40	0	0	2	0	0.00 %	0	0	0	0.00 %	0
RANSOM MIDDLE	1,698	1,528	1,275	73	17	83.00 %	0	0	1,210	79.00 %	17
CORDOVA PARK ELEMENTARY	702	702	618	37	17	88.00 %	0	0	625	89.00 %	17
ENSLEY ELEMENTARY	463	463	380	25	15	82.00 %	0	0	423	91.00 %	17
ESCAMBIA SENIOR HIGH	2,160	2,052	1,697	88	19	83.00 %	0	0	1,575	77.00 %	18
	50,154	**45,938**	**37,310**	**2,394**	**16**	**81.22 %**	**-552**	**-26**	**36,584**	**80.61 %**	**15**

The COFTE Projected Total (36,584) for 2023 - 2024 must match the Official Forecasted COFTE Total (36,583) for 2023 - 2024 before this section can be completed. In the event that the COFTE Projected Total does not match the Official forecasted COFTE, then the Balanced Projected COFTE Table should be used to balance COFTE.

Projected COFTE for 2023 - 2024	
Elementary (PK-3)	12,216
Middle (4-8)	13,333
High (9-12)	11,035
	36,583

Grade Level Type	Balanced Projected COFTE for 2023 - 2024
Elementary (PK-3)	0
Middle (4-8)	0
High (9-12)	0
	36,584

Relocatable Replacement

Number of relocatable classrooms clearly identified and scheduled for replacement in the school board adopted financially feasible 5-year district work program.

Location	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	Year 5 Total
OAKCREST ELEMENTARY	0	5	5	0	0	10
WARRINGTON MIDDLE	2	0	0	0	0	2
BEULAH ELEMENTARY	0	8	5	5	0	18
Total Relocatable Replacements:	**2**	**13**	**10**	**5**	**0**	**30**

Charter Schools Tracking

Information regarding the use of charter schools.

Location-Type	# Relocatable units or permanent classrooms	Owner	Year Started or Scheduled	Student Stations	Students Enrolled	Years in Contract	Total Charter Students projected for 2023 - 2024
Pensacola Beach Elementary	10	PRIVATE	2002	160	144	16	144
Beulah Academy of Science	14	PRIVATE	1998	300	290	8	300

Jacqueline Harris Prepatory	25	PRIVATE	2000	247	233	15	270
Capstone Academy	5	OTHER	2004	30	30	2	35
Byrneville Charter	14	SCHOOL BOARD	2002	220	193	15	195
	68			**957**	**890**		**944**

Special Purpose Classrooms Tracking

The number of classrooms that will be used for certain special purposes in the current year, by facility and type of classroom, that the district will, 1), not use for educational purposes, and 2), the co-teaching classrooms that are not open plan classrooms and will be used for educational purposes.

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Educational Classrooms:		**0**	**0**	**0**	**0**	**0**	**0**

School	School Type	# of Elementary K-3 Classrooms	# of Middle 4-8 Classrooms	# of High 9-12 Classrooms	# of ESE Classrooms	# of Combo Classrooms	Total Classrooms
Total Co-Teaching Classrooms:		**0**	**0**	**0**	**0**	**0**	**0**

Infrastructure Tracking

Necessary offsite infrastructure requirements resulting from expansions or new schools. This section should include infrastructure information related to capacity project schedules and other project schedules (Section 4).

Not Specified

Proposed location of planned facilities, whether those locations are consistent with the comprehensive plans of all affected local governments, and recommendations for infrastructure and other improvements to land adjacent to existing facilities. Provisions of 1013.33(12), (13) and (14) and 1013.36 must be addressed for new facilities planned within the 1st three years of the plan (Section 5).

Not Specified

Consistent with Comp Plan? No

Net New Classrooms

The number of classrooms, by grade level and type of construction, that were added during the last fiscal year.

List the net new classrooms added in the 2018 - 2019 fiscal year.	List the net new classrooms to be added in the 2019 - 2020 fiscal year.
"Classrooms" is defined as capacity carrying classrooms that are added to increase capacity to enable the district to meet the Class Size Amendment.	Totals for fiscal year 2019 - 2020 should match totals in Section 15A.

Location	2018 - 2019 # Permanent	2018 - 2019 # Modular	2018 - 2019 # Relocatable	2018 - 2019 Total	2019 - 2020 # Permanent	2019 - 2020 # Modular	2019 - 2020 # Relocatable	2019 - 2020 Total
Elementary (PK-3)	0	0	0	0	0	0	0	0
Middle (4-8)	0	0	0	0	0	0	0	0

High (9-12)	0	0	0	0	0	0	0	0
	0	**0**	**0**	**0**	**0**	**0**	**0**	**0**

Relocatable Student Stations

Number of students that will be educated in relocatable units, by school, in the current year, and the projected number of students for each of the years in the workplan.

Site	2019 - 2020	2020 - 2021	2021 - 2022	2022 - 2023	2023 - 2024	5 Year Average
MYRTLE GROVE ELEMENTARY	72	36	36	18	0	32
NAVY POINT ELEMENTARY	0	0	0	0	0	0
LINCOLN PARK ELEMENTARY	0	0	0	0	0	0
WEST FLORIDA HIGH SCHOOL OF ADVANCED TECHNOLOGY	0	0	0	0	0	0
GEORGE STONE TECHNICAL COLLEGE	0	25	25	25	25	20
PINE FOREST SENIOR HIGH	50	50	50	50	50	50
LONGLEAF ELEMENTARY	0	0	0	0	0	0
L D MCARTHUR ELEMENTARY	22	22	22	0	0	13
ESCAMBIA WESTGATE CENTER	10	10	10	10	0	8
BEULAH ELEMENTARY	130	88	54	54	0	65
WASHINGTON SENIOR HIGH	25	25	25	25	25	25
R C LIPSCOMB ELEMENTARY	138	138	138	88	0	100
JIM C BAILEY MIDDLE	164	164	164	164	164	164
NORTHVIEW SENIOR HIGH	0	0	0	0	0	0
MOLINO PARK ELEMENTARY	0	0	0	0	0	0
HELLEN CARO ELEMENTARY	106	106	106	0	0	64
OAKCREST ELEMENTARY	36	36	36	36	36	36
PENSACOLA SENIOR HIGH	0	0	0	0	0	0
PINE MEADOW ELEMENTARY	22	22	22	0	0	13
PLEASANT GROVE ELEMENTARY	54	54	0	0	0	22
SCENIC HEIGHTS ELEMENTARY	76	76	76	44	0	54
O J SEMMES ELEMENTARY	0	0	0	0	0	0
SHERWOOD ELEMENTARY	0	0	0	0	0	0
A K SUTER ELEMENTARY	0	0	0	0	0	0
J M TATE SENIOR HIGH	0	0	0	0	0	0
ERNEST WARD MIDDLE	0	0	0	0	0	0
WARRINGTON ELEMENTARY	79	79	79	40	0	55
WARRINGTON MIDDLE	0	0	0	0	0	0

C A WEIS ELEMENTARY	0	0	0	0	0	0
WEST PENSACOLA ELEMENTARY	18	18	18	18	18	18
J H WORKMAN MIDDLE	22	22	22	0	0	13
REINHARDT HOLM ELEMENTARY	0	0	0	0	0	0
JUDY ANDREWS SCHOOL	0	0	0	0	0	0
MCMILLAN PRE-K CENTER	0	0	0	0	0	0
N B COOK ELEMENTARY	0	0	0	0	0	0
BLUE ANGELS ELEMENTARY	0	0	0	0	0	0
GLOBAL LEARNING ACADEMY	0	0	0	0	0	0
JOHN A GIBSON HEADSTART PROGRAM	0	0	0	0	0	0
BEULAH MIDDLE	0	0	0	0	0	0
KINGSFIELD ELEMENTARY	0	0	0	0	0	0
JIM ALLEN ELEMENTARY	0	0	0	0	0	0
BELLVIEW ELEMENTARY	0	0	0	0	0	0
BELLVIEW MIDDLE	110	110	66	66	0	70
BRATT ELEMENTARY	22	22	22	22	22	22
SUCCESS ACADEMY	0	0	0	0	0	0
BRENTWOOD ELEMENTARY	40	40	40	0	0	24
BROWN BARGE MIDDLE	0	0	0	0	0	0
BYRNEVILLE ELEMENTARY-CHARTER SCHOOL	40	40	40	40	40	40
RANSOM MIDDLE	242	242	242	242	242	242
CORDOVA PARK ELEMENTARY	76	76	76	76	0	61
ENSLEY ELEMENTARY	36	36	36	18	0	25
ESCAMBIA SENIOR HIGH	0	0	0	0	0	0
FERRY PASS ELEMENTARY	36	36	36	18	18	29
FERRY PASS MIDDLE	44	44	44	44	0	35
MONTCLAIR ELEMENTARY	0	0	0	0	0	0

Totals for ESCAMBIA COUNTY SCHOOL DISTRICT						
Total students in relocatables by year.	**1,670**	**1,617**	**1,485**	**1,098**	**640**	**1,302**
Total number of COFTE students projected by year.	**37,355**	**37,219**	**37,050**	**36,898**	**36,583**	**37,021**
Percent in relocatables by year.	**4 %**	**4 %**	**4 %**	**3 %**	**2 %**	**4 %**

Leased Facilities Tracking

Exising leased facilities and plans for the acquisition of leased facilities, including the number of classrooms and student stations, as reported in the educational plant survey, that are planned in that location at the end of the five year workplan.

Location	# of Leased Classrooms 2019 - 2020	FISH Student Stations	Owner	# of Leased Classrooms 2023 - 2024	FISH Student Stations
BROWN BARGE MIDDLE	0	0		0	0
BYRNEVILLE ELEMENTARY-CHARTER SCHOOL	0	0		0	0
RANSOM MIDDLE	0	0		0	0
CORDOVA PARK ELEMENTARY	0	0		0	0
ENSLEY ELEMENTARY	0	0		0	0
ESCAMBIA SENIOR HIGH	0	0		0	0
FERRY PASS ELEMENTARY	0	0		0	0
FERRY PASS MIDDLE	0	0		0	0
MONTCLAIR ELEMENTARY	0	0		0	0
MYRTLE GROVE ELEMENTARY	0	0		0	0
NAVY POINT ELEMENTARY	0	0		0	0
OAKCREST ELEMENTARY	0	0		0	0
PENSACOLA SENIOR HIGH	0	0		0	0
PINE MEADOW ELEMENTARY	0	0		0	0
PLEASANT GROVE ELEMENTARY	0	0		0	0
SCENIC HEIGHTS ELEMENTARY	0	0		0	0
O J SEMMES ELEMENTARY	0	0		0	0
SHERWOOD ELEMENTARY	0	0		0	0
A K SUTER ELEMENTARY	0	0		0	0
J M TATE SENIOR HIGH	0	0		0	0
ERNEST WARD MIDDLE	0	0		0	0
WARRINGTON ELEMENTARY	0	0		0	0
WARRINGTON MIDDLE	0	0		0	0
C A WEIS ELEMENTARY	0	0		0	0
WEST PENSACOLA ELEMENTARY	0	0		0	0
J H WORKMAN MIDDLE	0	0		0	0
REINHARDT HOLM ELEMENTARY	0	0		0	0
JUDY ANDREWS SCHOOL	0	0		0	0
MCMILLAN PRE-K CENTER	0	0		0	0
LINCOLN PARK ELEMENTARY	0	0		0	0
WEST FLORIDA HIGH SCHOOL OF ADVANCED TECHNOLOGY	0	0		0	0
GEORGE STONE TECHNICAL COLLEGE	0	0		0	0
PINE FOREST SENIOR HIGH	0	0		0	0

LONGLEAF ELEMENTARY	0	0		0	0
L D MCARTHUR ELEMENTARY	0	0		0	0
ESCAMBIA WESTGATE CENTER	0	0		0	0
BEULAH ELEMENTARY	0	0		0	0
WASHINGTON SENIOR HIGH	0	0		0	0
R C LIPSCOMB ELEMENTARY	0	0		0	0
JIM C BAILEY MIDDLE	0	0		0	0
NORTHVIEW SENIOR HIGH	0	0		0	0
N B COOK ELEMENTARY	0	0		0	0
BLUE ANGELS ELEMENTARY	0	0		0	0
MOLINO PARK ELEMENTARY	0	0		0	0
GLOBAL LEARNING ACADEMY	0	0		0	0
HELLEN CARO ELEMENTARY	0	0		0	0
JIM ALLEN ELEMENTARY	0	0		0	0
BELLVIEW ELEMENTARY	0	0		0	0
BELLVIEW MIDDLE	0	0		0	0
BRATT ELEMENTARY	0	0		0	0
BRENTWOOD ELEMENTARY	0	0		0	0
JOHN A GIBSON HEADSTART PROGRAM	0	0		0	0
BEULAH MIDDLE	0	0		0	0
KINGSFIELD ELEMENTARY	0	0		0	0
SUCCESS ACADEMY	0	0		0	0
	0	**0**		**0**	**0**

Failed Standard Relocatable Tracking

Relocatable units currently reported by school, from FISH, and the number of relocatable units identified as 'Failed Standards'.

Nothing reported for this section.

Planning

Class Size Reduction Planning

Plans approved by the school board that reduce the need for permanent student stations such as acceptable school capacity levels, redistricting, busing, year-round schools, charter schools, magnet schools, public-private partnerships, multitrack scheduling, grade level organization, block scheduling, or other alternatives.

The School District of Escambia County has taken steps to address class-size reduction issues that include:

Closing near or over-capacity schools to transfers
Redistricting attendance zones
Approving charter contracts as appropriate
Establishing magnet programs in under-utilized sites
Establishing our own virtual academy
Increasing dual enrollment options

School Closure Planning

Plans for the closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues.

Not Specified

Long Range Planning

Ten-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 6-10 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Ten-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 5 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Ten-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2018 - 2019 FISH Capacity	Actual 2018 - 2019 COFTE	Actual 2018 - 2019 Utilization	Actual 2019 - 2020 / 2028 - 2029 new Student Capacity to be added/removed	Projected 2028 - 2029 COFTE	Projected 2028 - 2029 Utilization
Elementary - District Totals	21,923	21,923	17,627.31	80.40 %	0	17,164	78.29 %
Middle - District Totals	10,387	9,345	7,689.67	82.29 %	0	7,558	80.88 %
High - District Totals	12,706	11,969	8,943.90	74.73 %	0	9,540	79.71 %
Other - ESE, etc	5,505	2,056	3,271.66	159.14 %	0	617	30.01 %
	50,521	**45,293**	**37,532.54**	**82.87 %**	**0**	**34,879**	**77.01 %**

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Ten-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 06 thru 10 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 06 thru 10 out years (Section 29).

Nothing reported for this section.

Twenty-Year Maintenance

District projects and locations regarding the projected need for major renovation, repair, and maintenance projects within the district in years 11-20 beyond the projects plans detailed in the five years covered by the work plan.

Nothing reported for this section.

Twenty-Year Capacity

Schedule of capital outlay projects projected to ensure the availability of satisfactory student stations for the projected student enrollment in K-12 programs for the future 11-20 years beyond the 5-year district facilities work program.

Nothing reported for this section.

Twenty-Year Planned Utilization

Schedule of planned capital outlay projects identifying the standard grade groupings, capacities, and planned utilization rates of future educational facilities of the district for both permanent and relocatable facilities.

Grade Level Projections	FISH Student Stations	Actual 2018 - 2019 FISH Capacity	Actual 2018 - 2019 COFTE	Actual 2018 - 2019 Utilization	Actual 2019 - 2020 / 2038 - 2039 new Student Capacity to be added/removed	Projected 2038 - 2039 COFTE	Projected 2038 - 2039 Utilization
Elementary - District Totals	21,923	21,923	17,627.31	80.40 %	0	17,164	78.29 %
Middle - District Totals	10,387	9,345	7,689.67	82.29 %	0	7,558	80.88 %
High - District Totals	12,706	11,969	8,943.90	74.73 %	0	9,540	79.71 %
Other - ESE, etc	5,505	2,056	3,271.66	159.14 %	0	617	30.01 %
	50,521	**45,293**	**37,532.54**	**82.87 %**	**0**	**34,879**	**77.01 %**

Combination schools are included with the middle schools for student stations, capacity, COFTE and utilization purposes because these facilities all have a 90% utilization factor. Use this space to explain or define the grade groupings for combination schools.

No comments to report.

Twenty-Year Infrastructure Planning

Proposed Location of Planned New, Remodeled, or New Additions to Facilities in 11 thru 20 out years (Section 28).

Nothing reported for this section.

Plans for closure of any school, including plans for disposition of the facility or usage of facility space, and anticipated revenues in the 11 thru 20 out years (Section 29).

Nothing reported for this section.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17831 **Growth Management Report 12. 2.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/07/2020
Issue: 5:46 p.m. - A Public Hearing Concerning the Renewal of the Recycling Permit for an Asphalt/Concrete Crushing Recycling Facility
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

5:46 p.m. - A Public Hearing Concerning the Renewal of a Recycling Permit for an Asphalt/Concrete Crushing Recycling and Processing Facility located at 13009 Beulah Road, Cantonment, FL, Escambia County Landfill

That the Board of County Commissioners (BCC) review and approve, modify, or deny the renewal of a Recycling Permit for an existing asphalt/concrete crushing recycling and processing facility located at 13009 Beulah Road, Cantonment, FL, owned by Escambia County.

BACKGROUND:

The Escambia County Perdido Landfill was originally issued a Recycling Permit on October 19, 2017, and subsequent annual renewal permit on October 4, 2018.

Prior to expiration of the renewal permit, a 180-day extension was requested and granted, with an expiration date of April 18, 2020. Due to the COVID19 pandemic, the annual renewal was postponed to the May 7, 2020, Regular BCC Meeting.

As all forms of County permits are currently under the County's Tolling Emergency Order, the total time for tolling will be added to the end of the permit period once known.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

Permit Renewal Data Summary Memo
Renewal Permit - Perdido Landfill

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

INTEROFFICE MEMORANDUM

TO: Horace Jones, Department Director
Escambia County Development Services Department

THROUGH: Taylor "Chips" Kirschenfeld, Department Director / Senior Scientist
Escambia County Natural Resources Management Department

FROM: brent wipf, Manager
Escambia County Natural Resources Management Department
Water Quality & Land Management Division

DATE: March 19, 2020

RE: Escambia County Landfill Concrete Recycling (PSP#170600092) – Particulate Monitoring for Permit Compliance

The Water Quality & Land Management Division (WQLM) of the Natural Resources Management Department has been tasked by county administration with monitoring recycling facilities for respirable dust emissions and sound intensity to assure permit compliance. Monitoring data collected by the Department indicates the Perdido Landfill Recycling Facility located on Beulah Road is currently compliant with applicable county permit conditions and code requirements for respirable dust emissions and sound intensity (noise levels). Details are provided below.

County permitted recycling facilities are required to provide written notification via email at least two business days prior to beginning any crushing activities. WQLM conducts particulate monitoring of every county permitted recycling facility upon receiving written notification, but also at a minimum of once per quarter regardless of site activity. Monitoring was expanded based on Board direction to twice per quarter starting the second quarter of 2019. In addition, WQLM collects sound intensity measurements during particulate monitoring events. Data collected is posted to the Escambia County website at www.myescambia.com/our-services/natural-resources-management/particulate-monitoring.

Particulate monitoring is conducted in accordance with Escambia County and applicable Florida Department of Environmental Protection (FDEP) Standard Operating Procedures (SOPs). Field equipment is maintained and calibrated per manufacture's recommendations. Particulate samples are collected downwind of the facility at the property line. Results are based on the average of 60 individual one-minute samples. WQLM began collecting upwind (background) samples during all sampling events starting in November 2017. Collection of upwind samples is identical to the procedures followed for downwind samples with the exception that results for upwind samples are based on the average of 10 individual one-minute samples. Sound intensity, measured in decibels (dB), is recorded as an average over the duration of the corresponding particulate monitoring event.

Escambia County issued Perdido Landfill a permit on October 19, 2017 to operate a recycling facility on the 424-acre site located at 13009 Beulah Road. Respirable dust monitoring ($PM_{2.5}$) was required as a special condition of the county permit. Respirable dust, which includes silica dust, emission levels shall not exceed an hourly average of 35 µg/m^3 (micrograms per cubic meter of air). This standard is consistent with the protective human health emissions standards established by the U.S. Environmental Protection Agency, the Centers for Disease Control and Prevention, and the Florida Department of Health. The maximum permissible sound level for the facility is 95 dB based on the use and hours of operation (LDC Chapter 5, Article 9, Section 5-9.2).

WQLM has conducted a total of 10 of the Perdido Landfill facility since the issuance of the county recycling permit. One of the 10 monitoring events were conducted while the facility was actively recycling materials ("Crushing" vs. "Not Crushing"). Monitoring results as of the day of this memorandum are presented in table 1 below. Field data sheets from all monitoring events are available upon request.

Table 1: Particulates ($PM_{2.5}$) and Sound Intensity Monitoring for Escambia County Landfill Concrete Recycling Facility

Monitoring Date	**Facility Status**	**$PM_{2.5}$ Exceedance (> 35 µg/m^3)**	**$PM_{2.5}$ Downwind 60-Minute Average (µg/m^3)**	**$PM_{2.5}$ Upwind 10-Minute Average (µg/m^3)**	**Noise Level Exceedance‡ (> 95 dB)**	**Downwind Sound Intensity (dB)**	**Upwind Sound Intensity (dB)**
10/15/2018	Not Crushing	No	12	12	No	49.5	55.5
12/26/2018	Not Crushing	No	14	83	No	55.9	64.7
3/27/2019	Not Crushing	No	20	19	No	51.8	54.6
5/29/2019	Not Crushing	No	15	24	No	49.3	58.1
7/8/2019	Not Crushing	No	16	13	No	58.0	46.6
8/15/2019	Crushing	No	21	22	No	50.1	58.5
10/3/2019	Not Crushing	No	24	27	No	52.8	57.2
11/25/2019	Not Crushing	No	9	18	No	51.9	57.3
1/28/2020	Not Crushing	No	8	10	No	56.7	60.6
3/16/2020	Not Crushing	No	31	27	No	51.6	59.1

Notes: Monitoring conducted on 1/8/2020 resulted in a $PM_{2.5}$ reading of 85 µg/m^3 downwind of the facility. This reading exceeds the permit criteria of 35 µg/m^3. This data is not presented in the table above due to the presence of offsite smoke (known interferant) documented during monitoring. The offsite smoke was associated with prescribed fire.

‡ Noise intensity observations starting with the 9/25/2017 monitoring event were collected with a calibrated sound intensity meter. Prior observations were approximated using a smartphone application.

Development Services Department

3363 West Park Place
Pensacola, FL 32505
Phone: 850.595.3472

Horace L. Jones, Department Director

Renewal Permit to Operate a Recovered Materials Processing Facility, Recycling Facility, Resource Recovery Facility, or Volume Reduction Plant

Permittee:	**Perdido Landfill**
Facility Name:	**Escambia County Landfill Concrete Recycling**
Facility Type:	**Concrete & Asphalt Recycling**
File Number:	**PSP#170600092**
Original Date of Issue:	**October 19, 2017 (Original BCC approval)**
Renewal Date:	**May 7, 2020**
Expiration Date:	**May 6, 2021**
Development Review #:	**PSP#170600092**
Date:	**October 19, 2017 (Original BCC approval)**
Total Acreage of Facility:	**424 acres**
Total Area Licensed for Operation:	**424 acres**

This permit is issued in accordance with the applicable regulations of the Escambia County Code of Ordinances and Land Development Code. The above-named applicant, hereinafter called Permittee, is hereby authorized to perform the work or operate the facility shown in the application and approved drawing(s), plans, and other documents attached hereto or on file with the Department of Development Services, hereinafter called Department, and made a part hereof and specifically described as follows:

General Permit Conditions – All Facilities

1. The terms, conditions, requirements, limitations, and restrictions set forth in this permit are "permit conditions" and are binding and enforceable pursuant to the authority of Chapter 82, Escambia County Code of Ordinances. Permittees placed on notice that the Department will review this permit periodically and may initiate enforcement action for any violation of these conditions.

2. This permit is valid only for the specific processes and operations applied for and indicated in the approved drawings and exhibits. Any unauthorized deviation from the approved drawings, exhibits, specifications or conditions of this permit may constitute grounds for revocation and enforcement action by the Department.

3. This permit does not constitute a waiver of or approval of any other federal, state or other county permit or license that may be required for other aspects of the total project, which are not addressed in the permit.

4. This permit does not relieve Permittee from liability for harm or injury to human health or welfare, animal, or plant life, or property caused by the construction or operation of this permitted facility or from penalties therefore; nor does it allow Permittee to cause pollution in contravention of Florida Statues, County and Department rules.

5. Permittee shall properly operate and maintain the facility and systems of treatment and control, where applicable, that are installed and used by Permittee to achieve compliance with the conditions of this permit. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit.

6. Permittee, by accepting this permit, specifically agrees to allow County personnel, upon presentation of credentials or other documents as may be required by law, access to the premises, at reasonable times, where the permitted activity is located or conducted for the purpose of:

    a. Inspecting the facility, equipment, practices or operations regulated or required under this permit;
    b. Sampling and monitoring any substance or parameters at any location reasonably necessary to assure compliance with this permit or Department rules, and,
    c. Having access to and copying any records that must be kept under the conditions of this permit.

7. If for any reason, Permittee does not comply with or will be unable to comply with any condition or limitation specified in this permit, Permittee shall immediately provide the Department with the following information:

    a. A description of and cause of noncompliance, and
    b. The period of noncompliance, including exact dates and times; or if not corrected, the anticipated time the noncompliance is expected to continue, and steps being taken to reduce, eliminate, and prevent recurrence of the noncompliance.

8. In accepting this permit, Permittee understands and agrees that all records, notes monitoring data and other information relating to the construction or operation of the permitted facility which are submitted to the department, may be used by the Department as evidence in any enforcement case involving the permitted facility arising under the Florida Statutes or County or Department rules.

9. Permittee agrees to comply with changes in Department rules after a reasonable time for compliance.

General Permit Conditions – All Facilities – Continued

10. This permit is transferable only upon Department approval in accordance with applicable county rules. Permittee shall be liable for any noncompliance of the permitted activity until the Department approves the transfer of permit.

11. This permit is required to be kept at the facility, which is permitted during the entire period of construction or operation.

12. Permittee shall submit all comments or correspondence required by this permit to:

Horace L. Jones, Department Director
Development Services Department
3363 West Park Place
Pensacola, Florida 32505

Phone 850-595-3472
E-mail hljones@myescambia.com

Copy to:

Pat Johnson, Department Director
Department of Solid Waste Management
13009 Beulah Road
Cantonment, Florida 32533

Phone 850-937-2160
E-mail ptjohnson@myescambia.com

Specific Permit Conditions

1. Compatibility

Buffering shall be maintained as described and approved by the Development Order and Site Plan associated with this project.

The scale, intensity and operation shall not generate unreasonable noise, traffic, objectionable odors, dust, or other potential nuisances or hazards to contiguous residential properties.

2. Environmental Health

The County and/or its designated agent(s) will conduct environmental testing to determine and monitor respirable dust emission levels at Permittee's property line. Respirable dust, which includes silica dust, emission levels shall not exceed the PM2.5 fine particle standard of 35 µg/m3 (micrograms per cubic meter of air) consistent with the protective human health emission standards established by the U.S. Environmental Protection Agency, the Centers for Disease Control and Prevention, and the Florida Department of Health. If a qualified expert determines that respirable dust emission levels exceed the PM2.5 standard of 35 µg/m3 on any single occasion, based upon an hourly average of sixty (60) samples taken at a rate of one sample per minute, such determination shall result in the immediate

Specific Permit Conditions - Continued

ceasing of crushing operations and this permit may be revoked by the County Administrator after notice of unsatisfactory performance. and failure to make the necessary corrections within a reasonable time as determined by the County Administrator or his designee. Permittee shall be allowed to crush for purposes of making the necessary corrections and demonstrating satisfactory performance to the County Administrator or his designee. Permittee may appeal the County Administrator's decision to revoke the permit to the Board of County Commissioners within ten (10) calendar days of the mailing of the notice of revocation to the Department of Solid Waste Management, 13009 Beulah Road, Cantonment, Florida 32533, or ptjohnson@myescambia.com (or such address as the Permittee may provide to the County Administrator in writing). Revocation shall not be final, and crushing operations shall not resume, until the appeal is heard.

In order to facilitate the environmental testing specified above, the Permittee shall provide written notice to the County's Natural Resources Management Department at least two (2) business days prior to beginning any crushing activities on site. Notice may be delivered via email to escambiawqlm@co.escambia.fl.us

3. Best Management Practices for Track Out Dust Control.

The Permittee shall abide by Best Management Practices, approved by the Escambia County Development Services, Solid Waste, and Natural Resources Departments, and attached hereto as Addendum A, and incorporated herein by reference, for the management of all track out dust.

4. Leachate Controls

Recovered materials processing facilities, recycling facilities and operations, resource recovery facilities and operations, volume reduction plants shall conform to all performance standards governing the containment, collection and treatment of leachate pursuant to Chapter 403, Florida Statutes, and any other applicable regulations promulgated by the Florida Department of Environmental Protection.

5. Operational Hours

Operational hours shall be as established by the Approved Development Order for the project.

6. Permit Renewals

Permittee shall submit an application, on Department provided forms, no later than 60 days before the expiration of the current permit. Applications submitted in accordance with this section, even if incomplete, shall be deemed complete, and the current permit will be extended until corrections are submitted. Notwithstanding the above, in no instance will permits be extended more than 180 days past the expiration date of the permit.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kia M. Johnson, ACA

Date: 04-30-2020

BOCC Approved: _____

BOCC Authorization Date: _____

Permit Issue Date:	May 7, 2020	
Permit Expiration Date:	May 6, 2021	
Issuing Officer Name:	Horace L. Jones	
Issuing Officer Title/Department:	Director, Development Services Department	
Signature:		**Date:** May 7, 2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17833 **Growth Management Report 12. 3.**
BCC Regular Meeting **Public Hearing**
Meeting Date: 05/07/2020
Issue: 5:47 p.m. - A Public Hearing Concerning the Renewal of Operational Permit for Resource Extraction for Brickton Borrow Pit
From: HORACE JONES, Director
Organization: Development Services
CAO Approval:

RECOMMENDATION:
5:47 p.m. - A Public Hearing Concerning the Renewal of Operational Permit for Resource Extraction for Brickton Borrow Pit

That the Board of County Commissioners (BCC) review and approve, modify, or deny the renewal of an Operational Permit for Resource Extraction for Brickton Borrow Pit, located at 8700 BLK Highway 29, owned by C.R. Campbell.

BACKGROUND:
A borrow pit permit was originally approved by the Board of County Commissioners for Brickton Borrow Pit on May 21, 2015. The expansion for Brickton was approved by the BCC on August 3, 2017.

Due to the COVID19 pandemic, all forms of County permits are currently under the County's Tolling Emergency Order, with the total time for tolling to be added to the end of the permit period once known.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
The County Attorney's Office has reviewed and approved the recommendation for legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The recommendation is in compliance with **Chapter 42, Article VIII, Borrow Pits and Reclamation**, of the Code of Ordinances of Escambia County, Florida.

IMPLEMENTATION/COORDINATION:

Upon approval by the BCC, the Development Services Department will renew the operational permit for resource extraction for Brickton Borrow Pit.

Attachments

Renewal Operational Permit - Brickton Borrow Pit

Operational Permit Renewal: Existing Resource Extraction Facility
Borrow Pit

Project: Brickton Borrow Pit Expansion
Location: 8800 N. Hwy 29
Flood Zone: X
Property Reference #: 21-3N-31-4100-000-001 & 22-3N-31-3301-000-000
22-3N-31-3302-000-000 & 22-3N-31-3400-000-000

Future Land Use: RC
Zoning District: AGR

STANDARD PROJECT CONDITIONS

1. This Resource Extraction Permit incorporates all the operational requirements, standard project conditions, and any other special project conditions or approval stated in Site Plan Development Order#_____and Resource Extraction Permit #_____

2. The County Resource Extraction Permit, for approved borrow pits only, shall be valid for five years from the date of approval by the Board of County Commissioners, following approval, and may be renewed upon application by the permittee and approval by the Board of County Commissioners (BCC). As a condition of obtaining and maintaining a county Resource Extraction Permit, a permittee shall submit an annual affidavit on a form prepared by Escambia County that describes the scope of activities occurring on-site. The permittee shall also consent to random and periodic inspections of the site by Escambia County representatives, with such inspections to occur at a minimum of two (2) times per year.

3. The issuance of this permit by Escambia County does not confirm, guarantee nor imply any authorization of any C&DD (Construction & Demolition Debris) or LCD (Land Clearing Debris) activities or permits.

4. **Prior to issuance of any permit for C&DD or LCD activities, the BCC must approve reclamation of the site at a duly advertised public hearing, per Chapter 82 of the Escambia County Code of Ordinances. No land disturbing permits, building construction or land clearing pre-site activities shall be permitted prior to BCC approval for C&DD operations and/or LCD operations.**

5. In the event Escambia County determines a borrow pit operation is in violation of the terms of its permit, is allowing unlawful disposal, refuses to obtain a permit or otherwise poses a risk to the public's health, safety, and welfare, the County Administrator may request that the County Attorney's Office immediately file a request for an emergency injunction, or other appropriate relief, in a court of competent jurisdiction, with such filing to be subsequently ratified by the BCC.

6. The date of issuance of this permit is the _____ day of _____, and the effective date is_____.The expiration date of this permit is_____.

_____
County Staff Designee (*Please Print*)

_____
Signature

I acknowledge receipt of this permit on the _____ day of _____, 2020.

_____
Property Owner *(Please Print)*

_____
Signature

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17765 **Growth Management Report** **12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 05/07/2020
Issue: Action Item - Redfish Harbor Final Plat
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Redfish Harbor Permit FP# 2003905
That the Board take the following action concerning recording of Redfish Harbor a Planned Unit Development (a 92-lot private residential subdivision), located in the Innerarity Community, lying north off Innerarity Point Road and west of the intersection of Sorrento Road, Gulf Beach Highway and Perdido Key Drive. Owned and developed by Redfish Harbor, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the subdivision plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

A. Approve the subdivision plat for recording in the public records;

B. Approve street names “Trout Lane, Red Drum Court, Pelican Place and Osprey Drive”;

C. Approve the amendment of the amenities note on the PUD agreement to match the approved Preliminary Plat and Construction Plans, and;

D. Authorize Chairman or Vice Chairman to execute a Conservation Easement.

BACKGROUND:

On February 2, 2016, Escambia County Board of County Commissioners approved the Planned Unit Development (PUD) Plan for a proposed subdivision known as Redfish Harbor. As a result of receiving the said approval, the Preliminary Plat and Construction Plans were approved on November 2, 2016, in accordance with the applicable processes, procedures, and regulations of the Land Development Code of Escambia County. The Escambia County Public

Safety Department approved the street names “Trout Lane, Red Drum Court, Pelican Place and Osprey Drive” on August 8, 2016. Development Services Department field staff inspected the improvements on April 23, 2020, and found improvements substantially complete and in accordance with applicable County Requirements. An executed Conservation Easement will be recorded with the subdivision plat. County staff has reviewed and approves plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney’s Office. The Conservation Easement was reviewed and approved by Kia Johnson on April 27, 2020.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will not reflect additional cost to maintain these private improvements.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the subdivision plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court’s Office for Clerk signatures and recording in the public records of Escambia County, Florida.

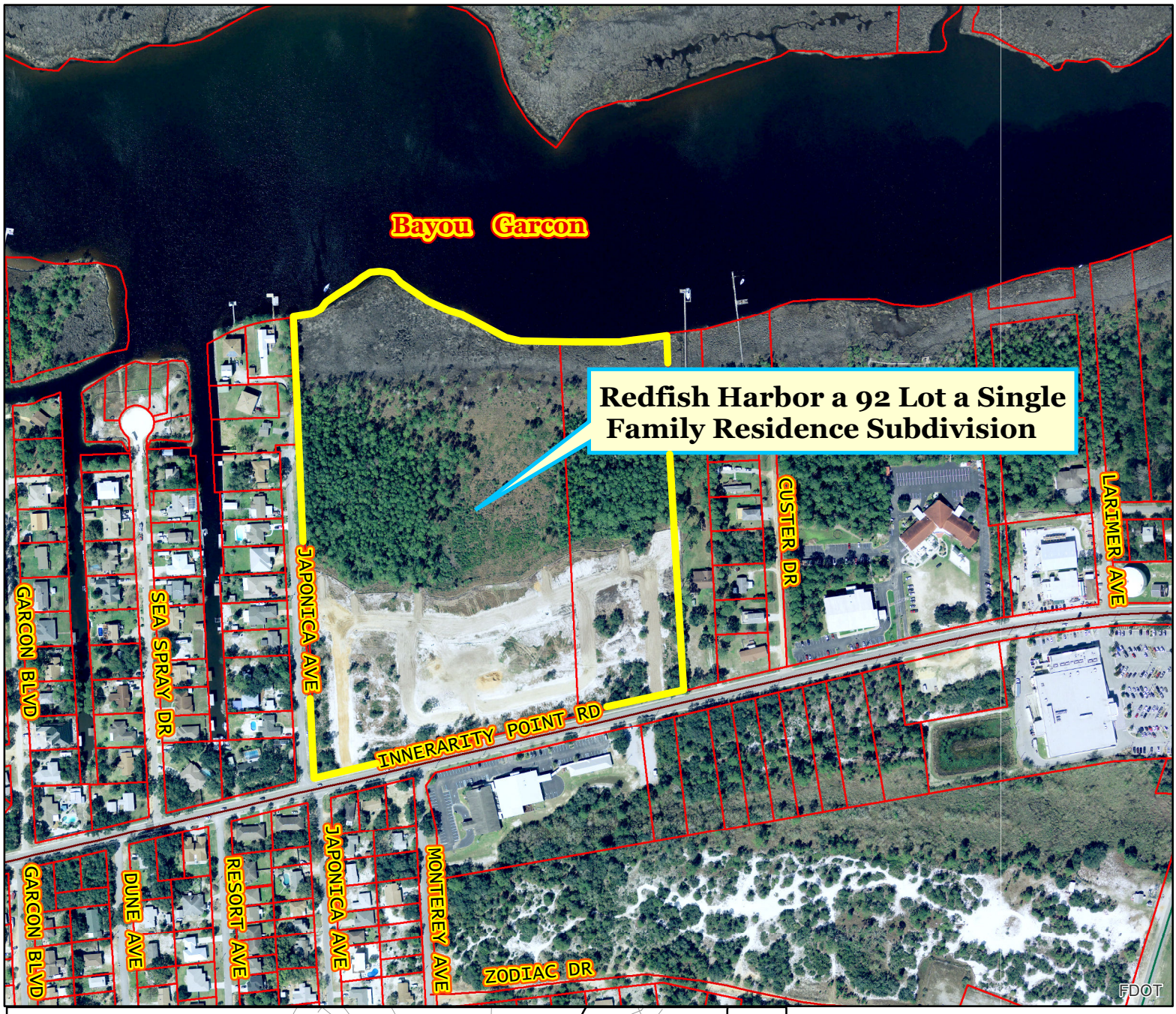
COORDINATION WITH OTHER AGENCIES/PERSONS:

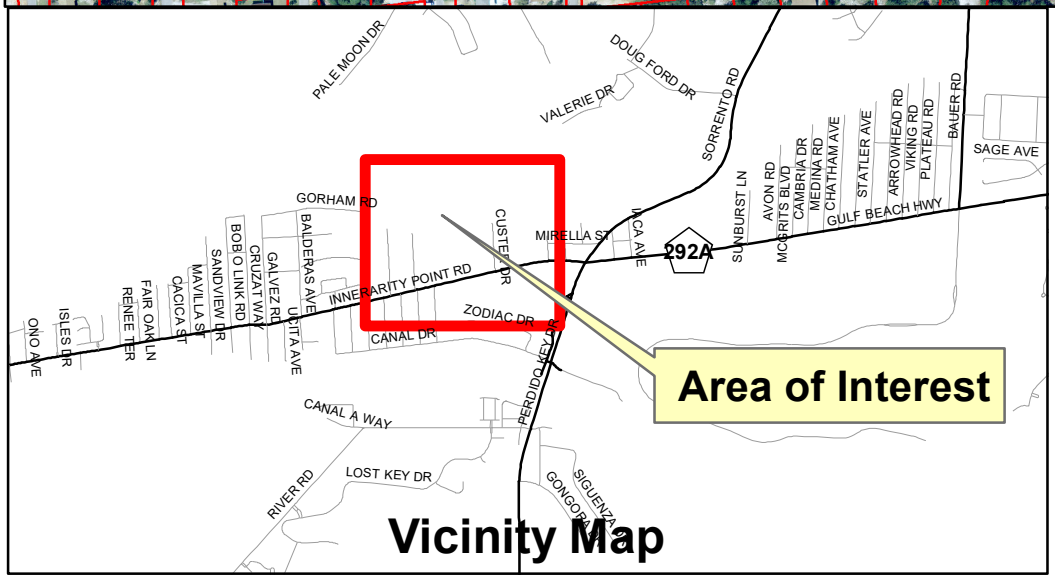
Staff has been in contact with the developer, developer’s engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Location/Vicinity Map
Street Name Approval Letter
Conservation Easement
Approved Final Plat

Final Plat ~ Redfish Harbor
92 Lot Single Family Residences





Surveying RGG 03/30/2020

Board of County Commissioners • Escambia County, Florida

Michael T. Moring, Emergency Communications Chief
Public Safety Department

August 8, 2016

Street Letter Approval

The following name has been submitted for approval:

Trout Lane
Red Drum Court
Pelican Place
Osprey Drive

The street is located in:

Redfish Harbor

The name was requested by:

Hammond Engineering, Inc.

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: CONSERVATION EASEMENT FOR "REDFISH HARBOR"

Date: APRIL 23, 2020

Date due for placement on agenda: MAY 7, 2020

Requested by RICK G. / SURVEYING

Phone Number: 595-3428

(LEGAL DEPARTMENT USE ONLY)

Legal Review by Kim M. Johnson

Date Received: 4-27-2020

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

COUNTY ATTORNEYS OFFICE
27 APR2020
PM02:27

Prepared by:

Tom Hammond
Hammond Engineering
3802 N "S" Street
Pensacola, FL 32505

CONSERVATION EASEMENT
(Limited Liability Company)

THIS GRANT OF A CONSERVATION EASEMENT made this 25th day of March, 2020 by and between Redfish Harbor LLC, a limited liability company organized under the laws of the State of, whose mailing address is 106 Stone Blvd, Cantonment, Fl 32533 ("Grantor," which term shall include the singular and plural, masculine and feminine), and Escambia County, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose mailing address is 221 Palafox Place, Pensacola, Florida 32502 (Grantee).

WITNESSETH

WHEREAS Grantor is the owner of certain real property located in Escambia County, Florida; and

WHEREAS, Grantee requires, as a condition precedent to the development or use of the property, conveyance from the Grantor of a Conservation Easement pursuant to Section 704.06, Florida Statutes; and

WHEREAS Grantor has agreed to grant a Conservation Easement to Grantee in and over Grantor's property under the terms and conditions set forth in this document; and

WHEREAS the intent of the Conservation Easement is to ensure that the property will be retained and maintained in perpetuity predominantly in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement;

NOW, THEREFORE, Grantor, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, does hereby grant to Grantee and Grantee's successors and assigns, a perpetual Conservation Easement in and over the following described property (Property):

See legal description attached as Exhibit A

This easement is granted with the following express conditions:

1. All wetlands on the Property shall be maintained in perpetuity in their present enhanced or created condition and consistent with Section 704.06 of the Florida Statutes.
2. Grantee or its authorized representative is entitled to enter the Property in a reasonable manner and at reasonable times to ensure compliance with the conditions of the Conservation Easement.

3. Except for the construction of elevated single-family piers and boardwalks to access waters of the State, the following activities are prohibited on the Property:

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground.

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials.

c. Removal or destruction of trees, shrubs, or other vegetation, with the exception of nuisance and exotic plant species as may be required by Grantee.

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.

e. Surface use except for purposes that permit wetlands or water areas to remain predominantly in their natural condition.

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation.

g. Acts or uses detrimental to such retention of land or water areas.

h. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or cultural significance.

i.

4. The Grantor agrees to bear all costs and liability relating to the operation and maintenance of the lands subject to this Conservation Easement in the natural vegetative and hydrologic condition existing at the time of execution of this Conservation Easement.

5. The Conservation Easement runs with the land and is binding on the Grantor and their successors and assigns, and all subsequent owners of the Property.

6. The Conservation Easement may be enforced by injunction or proceeding in equity or at law. Grantor agrees that venue for any enforcement action lies exclusively in the circuit court of the First Judicial Circuit in Escambia County, Florida. In any enforcement action in which the Grantee prevails, Grantee is entitled to recover reasonable attorney's fees and costs in the trial and appellate courts, in addition to the cost of restoring the land to the natural vegetative and hydrologic conditions existing at the time of execution of this Conservation Easement. These remedies are in addition to any other remedy, fine or penalty that may be available at law or equity.

7. Any forbearance on behalf of the Grantee to exercise its rights in the event of the failure of Grantor to comply with the provisions of this Conservation Easement shall not be deemed or construed to be a waiver of the Grantee's rights in the event of any subsequent failure of the Grantor to comply.

ACCEPTANCE

This Conservation Easement accepted by Escambia County, Florida on the _____day of _____2020, as authorized by the Board of County Commissioners of Escambia County, Florida at its meeting held on the _____day of _____,2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Chairman

This document approved as to form and legal sufficiency.
By Kia M. Johnson
Title Assistant County Attorney
Date 4-27-2020

ATTEST: Pam Childers
Clerk of the Court

_____
Deputy Clerk

SIGNED IN THE PRESENCE OF:

GRANTOR:

Redfish Harbor LLC
(name of limited liability company)

Witness LeAnne M. Carrico

Print Name LeAnne M. Carrico
(signature)

Witness Teddy Walker Jr.

Print Name Teddy Walker Jr.

By: CR
(Signature)

Cody Rawson
(printed name)

Managing Member
(select one title:
Manager/Member/Managing Member)

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 25th day of March, 2020, by Cody Rawson as Managing Member of Redfish Harbor, LLC. He/She (~~is~~) personally known to me, or ( ) produced current _____ as identification.

April Kimbro
Signature of Notary Public

April Kimbro
Printed Name of Notary Public

(Notary Seal)

APRIL KIMBRO
Notary Public - State of Florida
Commission # GG 958856
My Comm. Expires May 28, 2023
Bonded through National Notary Assn.

PROJECT NO. 15-7889-S-1
DATE: 9/12/16

NOTE:
1.) THE DRAWING AS SHOWN HEREON IS FOR DESCRIPTION PURPOSES ONLY AND NOT TO BE USED AS A BOUNDARY SURVEY.

DESCRIPTION: *PREPARED BY MERRILL PARKER SHAW, INC.*

COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF INNERARITY ROAD (COUNTY ROAD # 297, 50 FOOT RIGHT-OF-WAY) AND THE EASTERLY RIGHT-OF-WAY LINE OF JAPONICA AVENUE (50 FOOT RIGHT-OF-WAY); THENCE GO NORTH 02 DEGREES 46 MINUTES 12 SECONDS WEST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID JAPONICA AVENUE, FOR A DISTANCE OF 620.18 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING THE EASTERLY RIGHT-OF-WAY LINE OF SAID JAPONICA AVENUE GO SOUTH 70 DEGREES 22 MINUTES 38 SECONDS EAST, FOR A DISTANCE OF 52.62 FEET TO A POINT ON A CURVE HAVING A RADIUS OF 173.90 FEET; THENCE GO ALONG THE ARC OF SAID CURVE HAVING A RADIUS OF 173.90 FEET, THROUGH A CENTRAL ANGLE OF 24 DEGREES 47 MINUTES 30 SECONDS, FOR A DISTANCE OF 75.24 FEET (CHORD BEARING: SOUTH 66 DEGREES 02 MINUTES 23 SECONDS EAST, CHORD DISTANCE: 74.66 FEET) TO THE POINT OF TANGENCY; THENCE GO SOUTH 53 DEGREES 40 MINUTES 37 SECONDS EAST, FOR A DISTANCE OF 37.63 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE GO ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 39 DEGREES 04 MINUTES 44 SECONDS, FOR A DISTANCE OF 17.05 FEET (CHORD BEARING: SOUTH 73 DEGREES 12 MINUTES 59 SECONDS EAST, CHORD DISTANCE: 16.72 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 87 DEGREES 14 MINUTES 39 SECONDS EAST, FOR A DISTANCE OF 26.97 FEET, THENCE GO NORTH 22 DEGREES 48 MINUTES 54 SECONDS EAST, FOR A DISTANCE OF 9.14 FEET; THENCE GO NORTH 77 DEGREES 59 MINUTES 29 SECONDS EAST, FOR A DISTANCE OF 15.27 FEET; THENCE GO SOUTH 76 DEGREES 43 MINUTES 20 SECONDS EAST, FOR A DISTANCE OF 15.99 FEET; THENCE GO SOUTH 78 DEGREES 07 MINUTES 15 SECONDS EAST; FOR A DISTANCE OF 25.23 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT; THENCE GO ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 175.00 FEET, THROUGH A CENTRAL ANGLE OF 08 DEGREES 30 MINUTES 27 SECONDS, FOR A DISTANCE OF 25.98 FEET (CHORD BEARING: SOUTH 86 DEGREES 37 MINUTES 35 SECONDS EAST, CHORD DISTANCE: 25.96 FEET) TO THE POINT OF TANGENCY; THENCE GO SOUTH 82 DEGREES 22 MINUTES 22 SECONDS EAST, FOR A DISTANCE OF 4.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE GO ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 54 DEGREES 32 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 23.80 FEET (CHORD BEARING; NORTH 70 DEGREES 21 MINUTES 23 SECONDS EAST, CHORD DISTANCE: 22.91 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 43 DEGREES 05 MINUTES 07 SECONDS EAST; FOR A DISTANCE OF 12.76 FEET; THENCE GO SOUTH 86 DEGREES 42 MINUTES 26 SECONDS EAST, FOR A DISTANCE OF 39.89 FEET; THENCE GO NORTH 51 DEGREES 57 MINUTES 39 SECONDS EAST, FOR A DISTANCE OF 12.13 FEET; THENCE GO SOUTH 18 DEGREES 46 MINUTES 09 SECONDS WEST, FOR A DISTANCE OF 2.80 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE GO ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 101 DEGREES 08 MINUTES 31 SECONDS, FOR A DISTANCE OF 44.13 FEET (CHORD BEARING: SOUTH 31 DEGREES 48 MINUTES 06 SECONDS EAST, CHORD DISTANCE: 38.62 FEET) TO THE POINT OF TANGENCY; THENCE GO SOUTH 82 DEGREES 22 MINUTES 22 SECONDS EAST, FOR A DISTANCE OF 28.54 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT;

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY, PENSACOLA, FL. 32503

E. Wayne Parker 9/12/16

E. WAYNE PARKER, REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 3683 CORPORATE NUMBER 7174
STATE OF FLORIDA

SHEET 1 OF 5 **DESCRIPTION & DESCRIPTION DRAWING**

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HWY PH: (850) 478-4923
PENSACOLA, FL 32503 FAX: (850) 478-4924
FLORIDA CORPORATION NUMBER 7174

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

PROJECT NO. 15-7889-S-1
DATE: 9/12/16

NOTE:
1.) THE DRAWING AS SHOWN HEREON IS FOR DESCRIPTION PURPOSES ONLY AND NOT TO BE USED AS A BOUNDARY SURVEY.

DESCRIPTION: *PREPARED BY MERRILL PARKER SHAW, INC.*

THENCE GO ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 10 DEGREES 39 MINUTES 04 SECONDS, FOR A DISTANCE OF 4.65 FEET (CHORD BEARING: SOUTH 87 DEGREES 41 MINUTES 54 SECONDS EAST, CHORD DISTANCE: 4.64 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 86 DEGREES 58 MINUTES 34 SECONDS EAST, FOR A DISTANCE OF 20.70 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE GO ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 25 DEGREES 18 MINUTES 18 SECONDS, FOR A DISTANCE OF 11.04 FEET (CHORD BEARING: NORTH 74 DEGREES 19 MINUTES 25 SECONDS EAST, CHORD DISTANCE: 10.95 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 61 DEGREES 40 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 51.70 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE GO ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 31 DEGREES 52 MINUTES 00 SECONDS, FOR A DISTANCE OF 13.90 FEET (CHORD BEARING: NORTH 45 DEGREES 44 MINUTES 16 SECONDS EAST, CHORD DISTANCE: 13.73 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 29 DEGREES 48 MINUTES 16 SECONDS EAST, FOR A DISTANCE OF 2.12 FEET; THENCE GO SOUTH 88 DEGREES 18 MINUTES 40 SECONDS EAST, FOR A DISTANCE OF 38.09 FEET; THENCE GO NORTH 85 DEGREES 29 MINUTES 48 SECONDS EAST, FOR A DISTANCE OF 54.15 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE GO ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 14 DEGREES 27 MINUTES 12 SECONDS, FOR A DISTANCE OF 6.31 FEET (CHORD BEARING: NORTH 78 DEGREES 16 MINUTES 12 SECONDS EAST, CHORD DISTANCE 6.29 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 71 DEGREES 02 MINUTES 36 SECONDS EAST, FOR A DISTANCE OF 58.52 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THEN GO ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 23 DEGREES 17 MINUTES 22 SECONDS, FOR A DISTANCE OF 10.16 FEET (CHORD BEARING NORTH 59 DEGREES 23 MINUTES 55 SECONDS EAST FOR DISTANCE 10.09 FEET) THENCE GO NORTH 47 DEGREES 45 MINUTES 14 SECONDS EAST, FOR A DISTANCE OF 19.70 FEET; THENCE GO NORTH 60 DEGREES 04 MINUTES 02 SECONDS EAST, FOR A DISTANCE OF 63.70 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE GO ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THROUGH A CENTRAL ANGLE OF 18 DEGREES 15 MINUTES 06 SECONDS, FOR A DISTANCE OF 7.96 FEET (CHORD BEARING: NORTH 50 DEGREES 56 MINUTES 29 SECONDS EAST, CHORD DISTANCE: 7.93 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 41 DEGREES 48 MINUTES 56 SECONDS EAST, FOR A DISTANCE OF 30.02 FEET; THENCE GO NORTH 89 DEGREES 08 MINUTES 56 SECONDS EAST, FOR A DISTANCE OF 26.30 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, THENCE TO GO ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THROUGH A CENTRAL ANGLE OF 19 DEGREES 23 MINUTES 00 SECONDS, FOR A DISTANCE OF 8.46 FEET (CHORD BEARING: NORTH 79 DEGREES 27 MINUTES 26 SECONDS EAST, FOR DISTANCE 8.42 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 69 DEGREES 45 MINUTES 56 SECONDS EAST, FOR A DISTANCE OF 47.77 FEET, THENCE GO SOUTH 69 DEGREES 34 MINUTES 34 SECONDS EAST FOR A DISTANCE OF 24.81 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT THEN TO GO ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET THROUGH A CENTRAL ANGLE OF 21 DEGREES 03 MINUTES 25 SECONDS FOR A DISTANCE OF 9.19 FEET (CHORD BEARING: SOUTH 80 DEGREES 06 MINUTES 16 SECONDS EAST, CHORD DISTANCE: 9.14 FEET) TO THE POINT OF TANGENCY;

DESCRIPTION & DESCRIPTION DRAWING

MERRILL PARKER SHAW, INC.

4928 N. DAVIS HWY PH: (850) 478-4923
PENSACOLA, FL 32503 FAX: (850) 478-4924

FLORIDA CORPORATION NUMBER 7174

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

PROJECT NO. 15-7889-S-1
DATE: 9/12/16

NOTE:
1.) THE DRAWING AS SHOWN HEREON IS FOR DESCRIPTION PURPOSES ONLY AND NOT TO BE USED AS A BOUNDARY SURVEY.

DESCRIPTION: *PREPARED BY MERRILL PARKER SHAW, INC.*

THENCE GO NORTH 89 DEGREES 22 MINUTES 01 SECONDS EAST, FOR A DISTANCE OF 30.48 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT; THENCE GO ALONG WITH THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 18 DEGREES 19 MINUTES 26 SECONDS, FOR A DISTANCE OF 8.00 FEET (CHORD BEARING NORTH 80 DEGREES 12 MINUTES 18 SECONDS EAST FOR DISTANCE 7.96 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 71 DEGREES 02 MINUTES 36 SECONDS EAST, FOR A DISTANCE OF 81.73 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT THEN TO GO ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF 09 DEGREES 38 MINUTES 22 SECONDS, FOR A DISTANCE OF 4.21 FEET, CHORD BEARING: NORTH 66 DEGREES 13 MINUTES 25 SECONDS EAST, CHORD DISTANCE: 4.20 FEET) TO THE POINT OF TANGENCY; THENCE GO NORTH 61 DEGREES 24 MINUTES 14 SECONDS EAST, FOR A DISTANCE OF 32.71 FEET; THENCE GO NORTH 84 DEGREES 03 MINUTES 31 SECONDS EAST, FOR A DISTANCE OF 49.90 FEET; THENCE GO NORTH 74 DEGREES 05 MINUTES 41 SECONDS EAST, FOR A DISTANCE OF 23.10 FEET TO THE INTERSECTION WITH THE EAST LINE OF LOT 4, TRACT "B" INNERARITY HEIGHTS, AS RECORDED IN DEED BOOK 102 AT PAGE 308 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO NORTH 02 DEGREES 51 MINUTES 58 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 4, FOR A DISTANCE OF 420.03 FEET TO A POINT HEREINAFTER REFERED TO AS POINT "A"; THENCE CONTINUE NORTH 02 DEGREES 51 MINUTES 58 SECONDS WEST ALONG THE EAST LINE OF SAID LOT 4, FOR A DISTANCE OF 54 FEET MORE OR LESS TO THE MEAN HIGH WATER LINE OF BAYOU GARCON; THENCE MEANDER WESTERLY ALONG THE MEAN HIGH WATER LINE BAYOU GARCON FOR A DISTANCE OF 1213 FEET TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID JAPONICA AVENUE; THENCE GO SOUTH 02 DEGREES 46 MINUTES 12 SECONDS EAST ALONG THE NORTHERLY EXTENSION OF THE EASTERLY RIGHT-OF-WAY LINE OF THE AFORESAID JAPONICA AVENUE, FOR A DISTANCE OF 173 FEET MORE OR LESS TO POINT "B", SAID POINT "B" LYING NORTH 89 DEGREES 11 MINUTES 33 SECONDS WEST, A DISTANCE OF 1094.98 FEET FROM POINT "A"; THENCE CONTINUE SOUTH 02 DEGREES 46 MINUTES 12 SECONDS EAST ALONG THE NORTHERLY EXTENSION OF THE AFORESAID JAPONICA AVENUE, FOR A DISTANCE OF 551.46 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 14, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA, AND CONTAINS 17.45 ACRES.

DESCRIPTION & DESCRIPTION DRAWING

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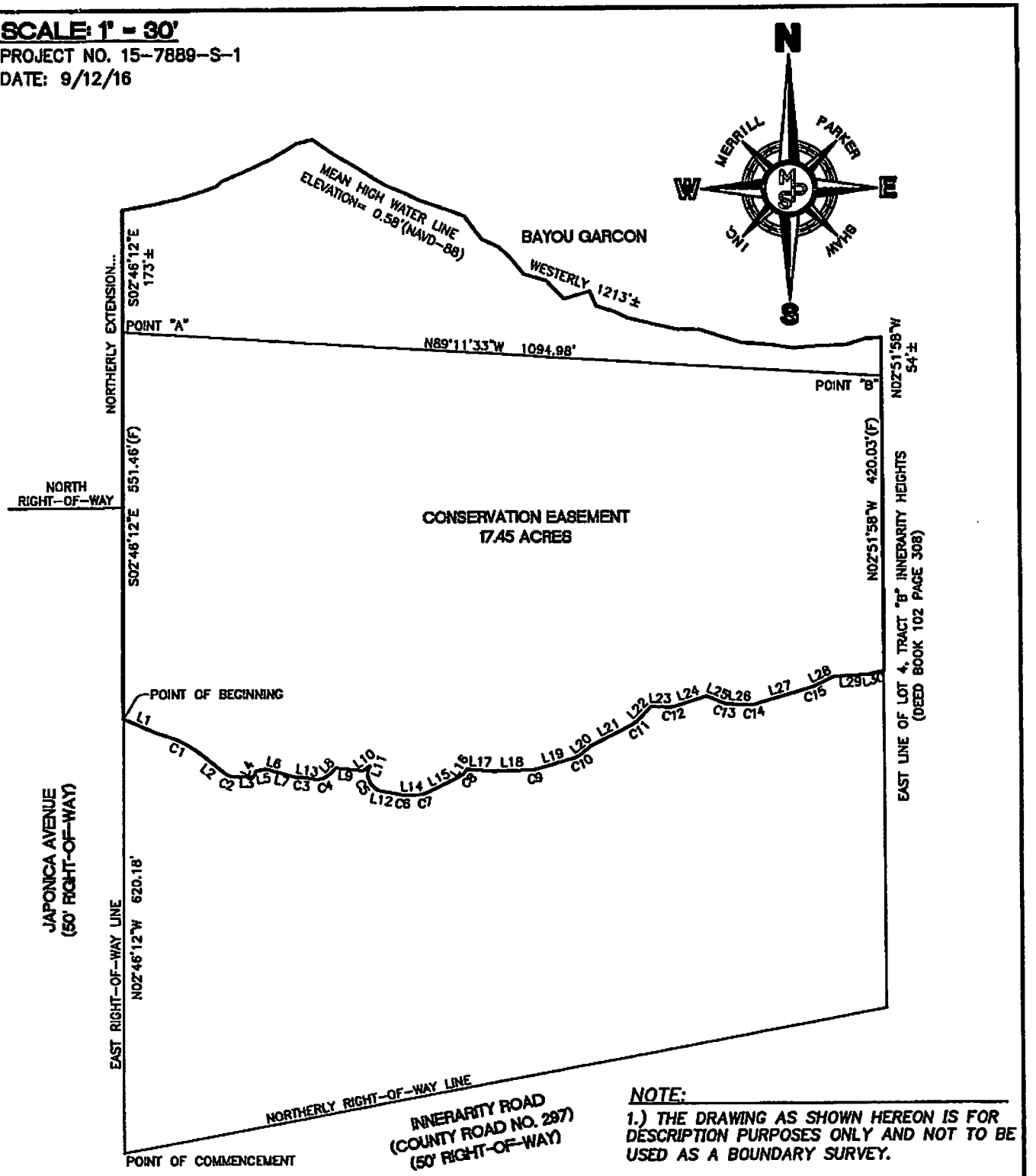
SCALE: 1" = 30'

PROJECT NO. 15-7889-S-1

DATE: 9/12/16



NOTE:

1.) THE DRAWING AS SHOWN HEREON IS FOR DESCRIPTION PURPOSES ONLY AND NOT TO BE USED AS A BOUNDARY SURVEY.

SHEET 4 OF 5

DESCRIPTION & DESCRIPTION DRAWING

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DATE: 9/12/16

SCALE: 1" = 30'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	75.24	173.90	24°47'30"	S66°02'23"E	74.66
C2	17.05	25.00	39°04'44"	S73°12'59"E	16.72
C3	25.98	175.00	8°30'27"	S86°37'35"E	25.96
C4	23.80	25.00	54°32'31"	N70°21'23"E	22.91
C5	44.13	25.00	101°08'31"	S31°48'06"E	38.62
C6	4.65	25.00	10°39'04"	S87°41'54"E	4.64
C7	11.04	25.00	25°18'18"	N74°19'25"E	10.95
C8	13.90	25.00	31°52'00"	N45°44'16"E	13.73
C9	6.31	25.00	14°27'12"	N78°16'12"E	6.29
C10	10.16	25.00	23°17'22"	N59°23'55"E	10.09
C11	7.96	25.00	18°15'06"	N50°56'29"E	7.93
C12	8.46	25.00	19°23'00"	N79°27'26"E	8.42
C13	9.19	25.00	21°03'25"	S80°06'16"E	9.14
C14	8.00	25.00	18°19'26"	N80°12'18"E	7.96
C15	4.21	25.00	9°38'22"	N66°13'25"E	4.20

LINE	BEARING	LENGTH
L1	S70°22'38"E	52.62'
L2	S53°40'37"E	37.63'
L3	N87°14'39"E	26.97'
L4	N22°48'54"E	9.14'
L5	N77°59'29"E	15.27'
L6	S76°43'20"E	15.99'
L7	S78°07'15"E	25.23'
L8	N43°05'07"E	12.76'
L9	S86°42'26"E	39.89'
L10	N51°57'39"E	12.13'
L11	S18°46'09"W	2.80'
L12	S82°22'22"E	28.54'
L13	S82°22'22"E	4.02'
L14	N86°58'34"E	20.70'
L15	N61°40'16"E	51.70'
L16	N29°48'16"E	2.12'
L17	S88°18'40"E	38.09'
L18	N85°29'48"E	54.15'
L19	N71°02'36"E	58.52'
L20	N47°45'14"E	19.70'
L21	N60°04'02"E	63.70'
L22	N41°48'56"E	30.02'
L23	N89°08'56"E	26.30'
L24	N69°45'56"E	47.77'
L25	S69°34'34"E	24.81'
L26	N89°22'01"E	30.48'
L27	N71°02'36"E	81.73'
L28	N61°24'14"E	32.71'
L29	N84°03'31"E	49.90'
L30	N74°05'41"E	23.10'

SHEET 5 OF 5

DESCRIPTION & DESCRIPTION DRAWING

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FLORIDA CORPORATION NUMBER 7174

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

REDFISH HARBOR

(A PLANNED UNIT DEVELOPMENT)

BEING A REPLAT OF LOTS 4 AND 5, TRACT "B" AND A PORTION OF TRACT "C", OF INNERARITY HEIGHTS, AS RECORDED IN DEED BOOK 102, PAGE 308. (LOTS 4 AND 5, TRACT "B" VACATED PER RESOLUTION R2004-107 AND HOLD HARMLESS AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 5475 AT PAGE 1146-1151 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
ALSO BEING A PORTION OF THE JOSEPH CRUZAT GRANT AND SECTION 14, TOWNSHIP-3-SOUTH, RANGE-32-WEST, ESCAMBIA COUNTY, FLORIDA
92 LOTS ZONED: HDR, FUTURE LAND USE: MU-S
MAY 2020

OWNER/DEVELOPER:

REDFISH HARBOR, LLC.
106 STONE BLVD.
CANTONMENT, FL 32533
PHONE: 850-916-0991

ENGINEER:

THOMAS HAMMOND JR., P.E.
3802 NORTH "S" STREET
PENSACOLA, FL 32505
PHONE: 850-434-2603

SURVEYOR:

E. WAYNE PARKER, P.L.S.
MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW

DRC Chairman Signature: Joe Hampton 4/29/20
Printed Name: Jennifer Hampton
Development Services Director or Designee — Date

This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order (DO) must be obtained through the Development Review Process prior to the commencement of construction. This DO approval does not constitute approval by any other agency. All additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

SURVEYOR'S NOTES:

1. THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE BEARING OF S02°51'58"E ALONG THE EAST LINE OF THE SUBJECT PROPERTY ACCORDING TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, ZONE NORTH, NORTH AMERICAN DATUM 1983(07).
2. THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DESCRIPTION AS FURNISHED AND TO EXISTING FIELD MONUMENTATION.
3. A TITLE SEARCH / PLAT LETTER WAS PROVIDED TO MERRILL PARKER SHAW, INC., BY FIRST AMERICAN TITLE INSURANCE COMPANY, FILE NUMBER 1054-4639186, DATED MARCH 5, 2020, FOR THE SUBJECT PROPERTY. THERE MAY BE UNRECORDED DEEDS, EASEMENTS, RIGHTS-OF-WAY, STATE AND/OR FEDERAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE SUBJECT PROPERTY.
4. THIS SURVEY DOES NOT DETERMINE OWNERSHIP.
5. THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
6. THE MEASUREMENTS AS SHOWN HEREON WERE MADE TO UNITED STATES STANDARDS.
7. THE ELEVATIONS AS SHOWN HEREON ARE REFERENCED TO THE NORTH AMERICAN VERTICAL DATUM OF 1988, FROM THE TRIMBLE VRS NOW NETWORK GPS OBSERVATION.
8. THE MEAN HIGH WATER ELEVATION AS SHOWN HEREON HAS BEEN ESTABLISHED BY EXTENDING THE ELEVATION SHOWN AT MEAN HIGH WATER INTERPOLATION POINT NUMBER 3358.
9. THERE SHALL BE A 10 FOOT PRIVATE DRAINAGE EASEMENT ALONG ALL COMMON LOT LINES, BEING 5 FOOT ON EACH SIDE OF SAID LINES. FENCES OR OTHER STRUCTURES IN THESE EASEMENTS SHALL NOT IMPEDE STORMWATER FLOW.
10. FENCES OR OTHER STRUCTURES SHALL NOT BE INSTALLED IN THE DRAINAGE/ACCESS EASEMENTS (PUBLIC OR PRIVATE) AND THEY SHALL BE ACCESSIBLE AT ALL TIMES.
11. ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF SECTION 177.091 (28) FLORIDA STATUES.
12. AN EASEMENT IN FAVOR OF GULF POWER EXIST ALONG ALL PUBLIC/PRIVATE STREETS, RIGHTS OF WAY/ALLEYS AND COMMON ELEMENTS AND ALSO THE FRON 5 FEET OF ALL PLATTED LOTS, AS RECORDED IN OFFICIAL RECORDS BOOK 8184 AT PAGE 355 OF THE PUCLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

BUILDING SETBACK REQUIREMENTS:

FRONT YARD: 15 FEET

REAR YARD: 10 FEET.

SIDE YARD: THE SIDE SETBACK SHALL BE 10% OF THE LOT WIDTH WHEN MEASURED ALONG THE FRONT BUILDING SETBACK LINE OR 5 FEET WHICHEVER IS GREATER, NOT TO EXCEED 15 FEET. (THE SIDE SETBACK SHALL DEVIATE FROM THE STANDARD REQUIRMENTS AND RUN CONCURRENT WITH THE DRAINAGE/ACCESS EASEMENTS LOCATED ON LOTS 1-2, LOTS 3-4, LOTS 7-8, LOTS 15-16 AND LOTS 20-21, BLOCK E)

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HWY — PROFESSIONAL LAND SURVEYING SERVICES — PH: (850) 478-4923
PENSACOLA, FL 32503 — FLORIDA CORPORATION NUMBER 7174 — FAX: (850) 478-4924

LEGAL DESCRIPTION: AS RECORDED IN O.R. BOOK 5576 AT PAGE 789

BEGINNING AT THE INTERSECTION OF THE NORTHERLY RIGHT OF WAY LINE OF INNERARITY ROAD (COUNTY ROAD NO. 297 - 50' R/W) AND THE EASTERLY RIGHT OF WAY LINE OF JAPONICA AVENUE (50' R/W); THENCE GO NORTH 00°09'02" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE OF JAPONICA AVENUE (50' R/W) A DISTANCE OF 921.89 FEET TO A POINT AT THE NORTHERLY END OF JAPONICA AVENUE; THENCE CONTINUE NORTH 00°09'02" EAST ALONG AN EXTENSION OF THE SAID EASTERLY RIGHT OF WAY LINE OF JAPONICA AVENUE (50' R/W) A DISTANCE OF 249.23 FEET TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE CONTINUE NORTH 00°09'02" EAST ALONG SAID EXTENSION OF THE SAID EASTERLY RIGHT OF WAY LINE OF JAPONICA AVENUE (50' R/W) A DISTANCE OF 179 FEET, MORE OR LESS, TO THE SHORELINE OF BAYOU GARCON; THENCE MEANDER EASTERLY ALONG SAID SHORELINE A DISTANCE OF 1180 FEET, MORE OR LESS, TO AN INTERSECTION WITH SAID SHORELINE AND THE EAST LINE OF LOT 4, INNERARITY HEIGHTS, AS RECORDED IN DEED BOOK 102, PAGE 308, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 00°02'08" WEST ALONG SAID EAST LINE OF LOT 4, A DISTANCE OF 139.00 FEET, MORE OR LESS, TO A POINT LYING SOUTH 86°19'03" EAST A DISTANCE OF 1094.76 FEET FROM THE AFOREMENTIONED POINT "A"; THENCE CONTINUE SOUTH 00°02'08" WEST ALONG SAID EAST LINE OF LOT 4, A DISTANCE OF 900.50 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF INNERARITY ROAD (COUNTY ROAD NO. 297 - 50' R/W); THENCE GO SOUTH 79°38'04" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 1113.18 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL OF LAND IS SITUATED IN A PORTION OF SECTION 14, TOWNSHIP 3 SOUTH, RANGE 32 WEST, ESCAMBIA COUNTY, FLORIDA.

CERTIFICATE OF ATTORNEY:

I, _____, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND CHAPTER 2, ARTICLE 5 OF THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS AMENDED.

SIGNED THIS _____ DAY OF _____, _____.

_____

ENGINEER'S CERTIFICATE:

I, THOMAS HAMMOND JR., HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR REDFISH HARBOR, THAT ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH THE APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS.

4/23/20

THOMAS HAMMOND JR., P.E.
FLORIDA REGISTRATION NO. 54574
FLORIDA C.A. NO. 9130

STATE OF FLORIDA — THOMAS GRANT HAMMOND — LICENSE NO. 54574 — PROFESSIONAL ENGINEER — SEAL

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT REDFISH HARBOR, LLC., (OWNER) OF THE LAND HEREIN DESCRIBED AND PLATTED HEREON, KNOWN AS REDFISH HARBOR, HEREBY DEDICATE NOTHING TO THE PUBLIC AND FURTHER DEDICATE TO THE REDFISH HARBOR HOME OWNERS ASSOCIATION, INC, A FLORIDA NOT FOR PROFIT CORPORATION: ALL PRIVATE RIGHT-OF-WAYS, ALL COMMON AREAS, ALL 15' PRIVATE DRAINAGE/ACCESS EASEMENTS, PRIVATE DRY STORMWATER POND 1, PRIVATE DRY STORMWATER POND 2, PRIVATE DRY STORMWATER POND 3, PRIVATE DRY STORMWATER POND 4, PRIVATE DRY STORMWATER POND 5, PRIVATE PARK PARCEL "A", ALL PRIVATE SIGN EASEMENTS AND ALL PRIVATE 1 FOOT NON-ACCESS EASEMENTS AND FURTHER DEDICATE UTILITY EASEMENTS TO ALL UTILITY PROVIDERS AND HEREBY REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

REDFISH HARBOR, LLC.

_____ WITNESS: _____
CODY RAWSON, MANAGER PRINT NAME: SEAL

WITNESS: _____
PRINT NAME:

NOTARY PUBLIC:

BEFORE THE SUBSCRIBER PERSONALLY APPEARED _____, REDFISH HARBOR, LLC., KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, _____.

_____
SIGNATURE

_____
PRINT NAME:

COMMISSION NO. _____ SEAL

MY COMMISSION EXPIRES _____

NOTARY PUBLIC, STATE OF FLORIDA

CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177.011 THROUGH 177.151 OF THE FLORIDA LEGISLATURE, AS AMENDED FROM TIME TO TIME) AND THE SAME WAS FILED FOR RECORD ON THE _____ DAY OF _____, _____, AND FILED IN PLAT BOOK _____ AT PAGES _____ OF SAID COUNTY.

_____
PAM CHILDERS
CLERK OF THE CIRCUIT COURT SEAL

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE _____ DAY OF _____, _____, WAS APPROVED FOR FILING BY SAID BOARD, AND I, AS SAID CLERK OF THE CIRCUIT COURT, WAS INSTRUCTED TO SO CERTIFY HEREON.

_____
PAM CHILDERS
CLERK OF THE CIRCUIT COURT SEAL

CERTIFICATE OF PLAT REVIEW:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING, BY THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS _____ DAY OF _____, _____.

_____
JOSEPH BARRETT, P.S.M., COUNTY SURVEYOR SEAL
PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA CERTIFICATION NO. 6260

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.011 – 177.151, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME; THAT THE BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS / STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME; THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA FLORIDA, AS AMENDED FROM TIME TO TIME; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON.

SIGNED THIS 23rd DAY OF April, 2020.

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR SEAL
(FLORIDA REGISTRATION NO. 3683, CORPORATE NO. 7174)
MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923

SHEET 1 OF 3 SHEETS

RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____

PLAT BOOK _____, PAGE _____

REDFISH HARBOR

(A PLANNED UNIT DEVELOPMENT)

BEING A REPLAT OF LOTS 4 AND 5, TRACT "B" AND A PORTION OF TRACT "C", OF INNERARITY HEIGHTS, AS RECORDED IN DEED BOOK 102, PAGE 308. (LOTS 4 AND 5, TRACT "B" VACATED PER RESOLUTION R2004-107 AND HOLD HARMLESS AGREEMENT, RECORDED IN OFFICIAL RECORDS BOOK 5475 AT PAGE 1146-1151 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
ALSO BEING A PORTION OF THE JOSEPH CRUZAT GRANT AND SECTION 14, TOWNSHIP-3-SOUTH, RANGE-32-WEST, ESCAMBIA COUNTY, FLORIDA
92 LOTS ZONED: HDR, FUTURE LAND USE: MU-S
MAY 2020

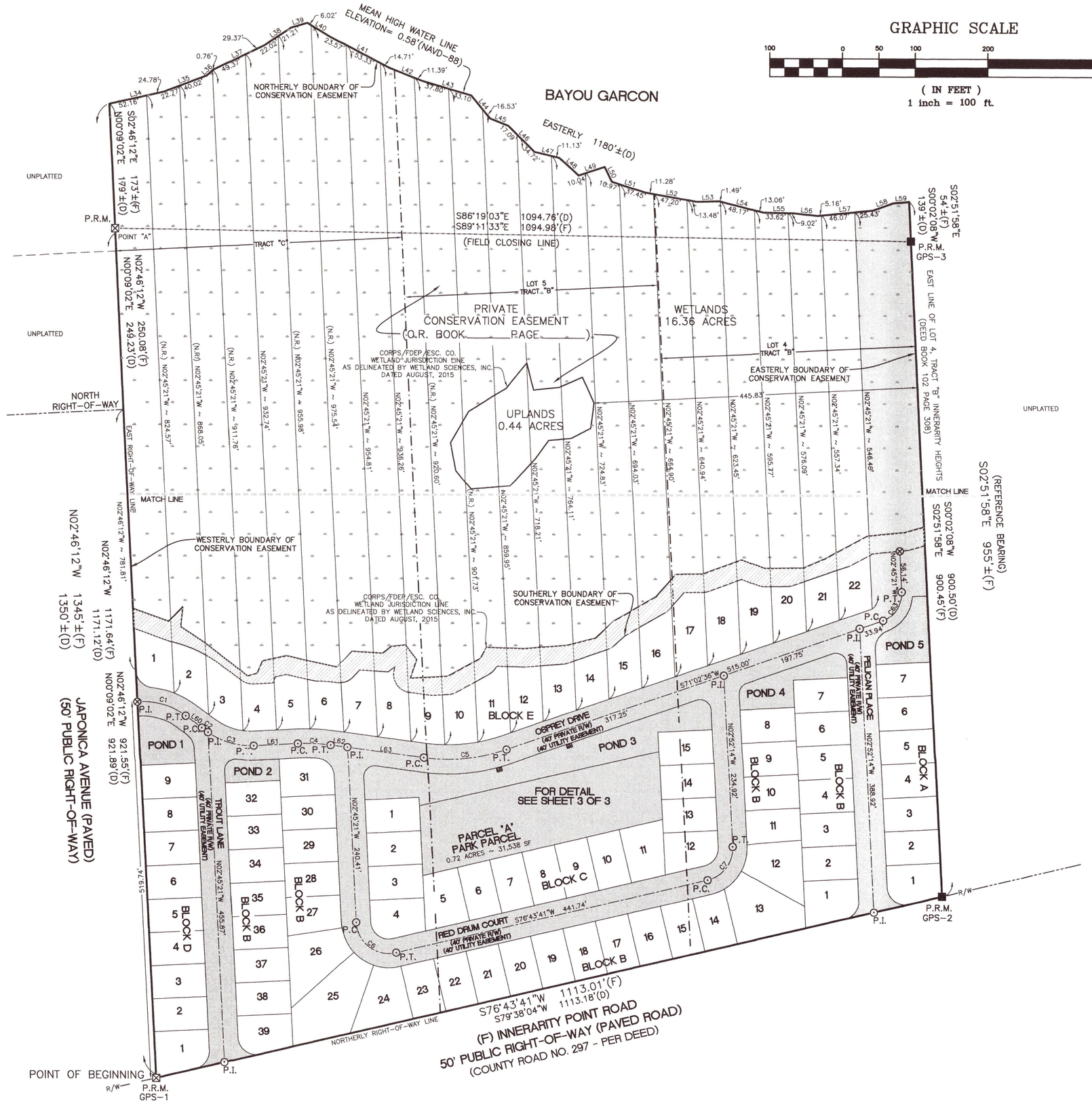
OWNER/DEVELOPER:
REDFISH HARBOR, LLC.
106 STONE BLVD.
CANTONMENT, FL 32533
PHONE: 850-916-0991

ENGINEER:
THOMAS HAMMOND JR., P.E.
3802 NORTH "S" STREET
PENSACOLA, FL 32505
PHONE: 850-434-2603

SURVEYOR:
E. WAYNE PARKER, P.L.S.
MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923

CENTERLINE CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	70.85	100.00	40°35'33"	N73°58'23"W	69.37
C2	1.82	100.00	1°02'31"	S54°11'52"E	1.82
C3	66.39	100.00	38°02'14"	S73°44'15"E	65.17
C4	45.31	250.00	10°23'00"	N87°33'51"W	45.24
C5	116.00	250.00	26°35'03"	N84°20'07"E	114.96
C6	78.95	45.00	100°30'58"	S53°00'50"E	69.20
C7	62.52	45.00	79°35'56"	N36°55'43"E	57.61
C63	49.55	39.53	71°49'31"	N33°09'25"E	46.37

LINE	BEARING	LENGTH
L34	N77°00'42"E	76.94'
L35	N68°54'32"E	62.79'
L36	N46°22'30"E	11.34'
L37	N64°12'29"E	78.74'
L38	N56°43'06"E	43.23'
L39	N73°28'45"E	23.40'
L40	S58°52'33"E	36.95'
L41	S62°22'04"E	91.60'
L42	S68°19'44"E	47.98'
L43	S73°13'21"E	70.90'
L44	N39°14'47"W	41.43'
L45	S68°37'16"E	26.99'
L46	S45°13'14"E	51.80'
L47	S76°30'58"E	34.63'
L48	S47°52'39"E	36.20'
L49	N71°25'47"E	37.61'
L50	S26°21'36"E	22.99'
L51	S72°03'32"E	48.42'
L52	S79°47'11"E	71.94'
L53	N88°27'01"E	31.47'
L54	S75°28'25"E	62.70'
L55	S88°36'00"E	42.65'
L56	S83°49'12"E	32.24'
L57	N84°09'30"E	76.66'
L58	N69°37'42"E	29.50'
L59	N85°24'53"E	21.97'
L60	N53°40'37"W	36.10'
L61	S87°14'39"W	60.89'
L62	N82°22'21"W	22.81'
L63	N82°22'21"W	106.12'



DENOTES:
▭ – HOME OWNERS ASSOCIATION COMMON AREA, 5.18 ACRES.

LEGEND:
- ⊠ ~ 4" X 4" CONCRETE MONUMENT, CORPORATE NO. L.B.7174 (SET) P.R.M.
- ⊙ ~ 1-1/2" ALLOY DISK & MAG NAIL, CORPORATE NO. L.B.7174 (SET) P.C.P.
- ⊗ ~ 1/2" CAPPED IRON ROD, CORPORATE NO. L.B.7174 (SET) P.C.P.
- ■ ~ 4" x 4" CONCRETE MONUMENT, UNNUMBERED (FOUND) P.R.M.

P.R.M. ~ PERMANENT REFERENCE MONUMENT
P.C.P. ~ PERMANENT CONTROL POINT
P.C. ~ POINT OF CURVATURE
P.T. ~ POINT OF TANGENCY
P.I. ~ POINT OF INTERSECTION
B.S.L. ~ BUILDING SETBACK LINE
R/W ~ RIGHT-OF-WAY
C1 ~ CURVE NUMBER
L1 ~ LINE NUMBER
(N.R.) ~ NON-RADIAL
(R.) ~ RADIAL
ESC. CO. ~ ESCAMBIA COUNTY
USPS ~ UNITED STATES POSTAL SERVICE
(D) ~ DEED INFORMATION
(F) ~ FIELD INFORMATION
BLVD. ~ BOULEVARD
G.P.S. ~ GLOBAL POSITIONING SYSTEM
CORPS ~ ARMY CORPS OF ENGINEERS
FDEP ~ FEDERAL DEPARTMENT OF ENVIRONMENTAL PROTECTION
OBS ~ OBSERVATION
SF ~ SQUARE FEET
AC ~ ACREAGE
▨ ~ WETLANDS
MX ~ PROPOSED MAIL KIOSK LOCATION

STATE PLANE COORDINATES

HORIZONTAL DATUM: NORTH AMERICAN DATUM 83 (1990) FLORIDA NORTH ZONE

STATION	NORTHING (FT)	EASTING (FT)	LATITUDE NORTH	LONGITUDE WEST	SCALE FACTOR (COMBINED)	CONVERGENCE	ELEVATION	SOURCE
GPS-1	491015.6870	1043014.1820	30°19'02.7035"	87°26'00.4483"	0.99995185	-01°28'26.90"	14.48'	GPS OBS
GPS-2	491271.2017	1044097.4610	30°19'05.5076"	87°25'48.1677"	0.99995189	-01°28'20.73"	13.38'	GPS OBS
GPS-3	492170.5256	1044052.4368	30°19'14.3952"	87°25'48.9449"	0.99995200	-01°28'21.12"	1.39'	GPS OBS

LOCATION ESTABLISHED FROM TRIMBLE VRS NETWORK GPS OBSERVATION.
TO CONVERT A GROUND DISTANCE TO A GRID DISTANCE, MULTIPLY THE GROUND DISTANCE BY THE AVERAGE COMBINED SCALE FACTOR.

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HWY. PROFESSIONAL LAND SURVEYING SERVICES PH: (850) 478-4923
PENSACOLA, FL 32503 FAX: (850) 478-4924
FLORIDA CORPORATION NUMBER 7174

RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____

PLAT BOOK _____, PAGE _____

REDFISH HARBOR

(A PLANNED UNIT DEVELOPMENT)

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4928 N. DAVIS HIGHWAY
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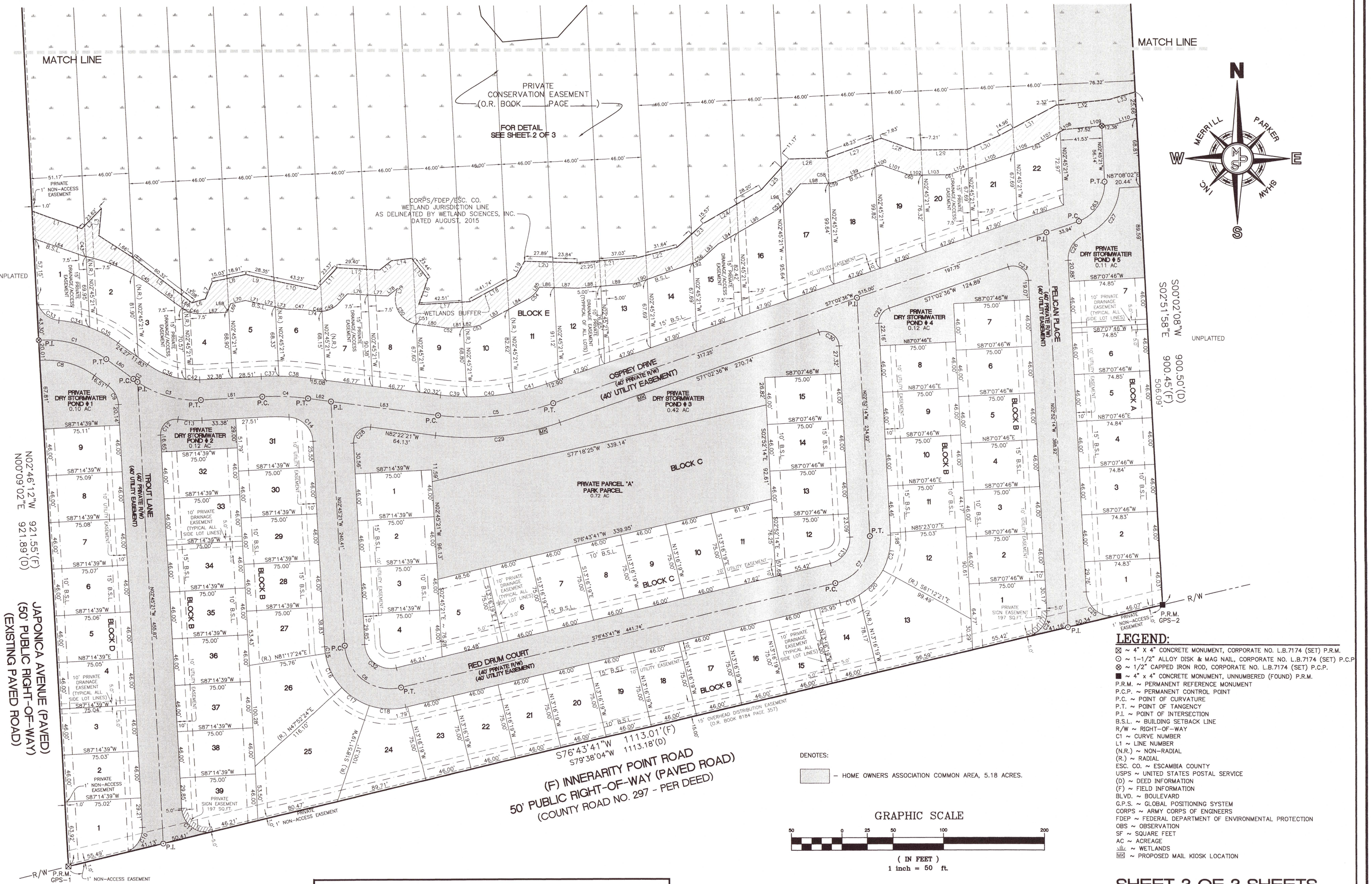
LINE	BEARING	LENGTH
L1	S70°22'37"E	52.06'
L2	N44°42'33"E	27.72'
L3	S05°26'14"W	27.01'
L4	S57°01'01"E	38.42'
L5	S52°27'00"E	75.06'
L6	N73°31'07"E	13.73'
L7	N22°48'54"E	18.20'
L8	N77°59'30"E	33.94'
L9	S76°43'19"E	21.30'
L10	S78°07'15"E	50.29'
L11	N43°05'07"E	29.23'
L12	S86°42'26"E	42.18'
L13	N51°57'39"E	14.72'
L14	N83°11'40"E	20.16'
L15	S37°18'40"E	25.49'
L16	S18°46'10"W	26.71'
L17	N86°58'34"E	50.86'
L18	N61°40'17"E	51.70'
L19	N29°48'17"E	17.11'
L20	S88°18'40"E	51.73'
L21	N85°29'48"E	59.28'
L22	N75°45'55"E	40.82'
L23	N47°45'14"E	34.99'
L24	N60°04'03"E	66.40'
L25	N41°48'56"E	40.98'
L26	N89°08'57"E	37.26'
L27	N69°45'57"E	57.03'
L28	S69°34'33"E	34.07'
L29	N89°22'01"E	53.13'
L30	N66°26'05"E	34.93'
L31	N61°24'14"E	63.49'
L32	N84°03'31"E	52.73'
L33	N74°05'41"E	26.71'
L60	N53°40'37"W	36.10'
L61	S87°14'39"W	60.89'
L62	N82°22'21"W	22.81'
L63	N82°22'21"W	106.12'
L64	S70°22'37"E	52.62'
L65	S53°40'37"E	35.82'
L66	S53°40'37"E	1.81'
L67	N87°14'39"E	26.97'
L68	N22°48'54"E	4.32'
L69	N22°48'54"E	4.82'
L70	N77°59'30"E	15.27'
L71	S76°43'19"E	15.99'
L72	S78°07'15"E	13.93'
L73	S78°07'15"E	11.30'
L74	S82°22'21"E	4.02'
L75	N43°05'07"E	12.76'
L76	S86°42'26"E	20.34'
L77	S86°42'26"E	19.56'
L78	N51°57'39"E	12.13'
L79	S18°46'10"W	2.80'
L80	S82°22'21"E	28.54'
L81	N86°58'34"E	12.23'
L82	N86°58'34"E	8.47'
L83	N61°40'17"E	29.78'
L84	N61°40'17"E	21.92'
L85	N29°48'17"E	2.12'
L86	S88°18'40"E	14.85'
L87	S88°18'40"E	23.24'
L88	N85°29'48"E	22.84'
L89	N85°29'48"E	31.31'
L90	N71°02'36"E	8.84'
L91	N71°02'36"E	47.90'
L92	N71°02'36"E	1.77'
L93	N47°45'14"E	19.70'
L94	N60°04'03"E	22.67'
L95	N60°04'03"E	41.03'
L96	N41°48'56"E	4.43'
L97	N41°48'56"E	25.59'
L98	N89°08'57"E	26.30'
L99	N69°45'57"E	41.32'
L100	N69°45'57"E	6.44'
L101	S69°34'33"E	24.81'
L102	N89°22'01"E	8.14'
L103	N89°22'01"E	22.34'
L104	N71°02'36"E	16.43'
L105	N71°02'36"E	47.90'
L106	N71°02'36"E	17.40'
L107	N61°24'14"E	28.19'
L108	N61°24'14"E	4.52'
L109	N84°03'31"E	49.90'
L110	N74°05'41"E	23.10'

CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C8	57.20	80.00	40°58'03"	N74°09'38"W	55.99
C9	22.22	25.00	50°55'16"	N28°12'59"W	21.49
C10	34.68	25.00	79°29'02"	N36°59'10"E	31.97
C11	43.86	25.00	100°30'58"	S53°00'50"E	38.45
C12	26.54	15.00	101°22'16"	S47°55'47"W	23.21
C13	23.82	120.00	11°22'16"	S87°04'13"E	23.78
C14	36.52	25.00	83°42'01"	N44°36'21"W	33.36
C15	6.75	65.00	5°57'15"	S05°43'58"E	6.75
C16	37.91	65.00	33°25'00"	S25°25'06"E	37.38
C17	32.92	65.00	29°01'05"	S56°38'08"E	32.57
C18	36.45	65.00	32°07'38"	S87°12'30"E	35.97
C19	20.39	65.00	17°58'13"	N67°44'35"E	20.30
C20	33.99	65.00	29°57'50"	N43°46'34"E	33.61
C21	35.92	65.00	31°39'53"	N12°57'42"E	35.47
C22	19.35	15.00	73°54'50"	S34°05'11"W	18.04
C23	27.77	15.00	106°05'10"	N55°54'49"W	23.97
C24	34.73	25.00	79°35'56"	N36°55'43"E	32.01
C25	43.81	25.00	100°24'04"	S53°04'17"E	38.41
C26	31.39	25.00	71°56'25"	S33°05'58"W	29.37
C27	61.54	54.50	64°41'48"	N36°43'16"E	58.32
C28	26.28	15.00	100°23'00"	S47°26'09"W	23.05
C29	125.27	270.00	26°35'03"	N84°20'07"E	124.15
C30	27.77	15.00	106°05'10"	N55°54'49"W	23.97
C31	34.73	25.00	79°35'56"	N36°55'43"E	32.01
C32	43.86	25.00	100°30'58"	S53°00'50"E	38.45
C33	35.40	25.00	81°07'12"	S43°19'48"E	32.51
C34	31.34	120.00	14°57'57"	N76°24'25"W	31.26
C35	31.93	120.00	15°14'50"	N61°18'02"W	31.84
C36	40.88	80.00	29°16'43"	S68°18'59"E	40.44
C37	17.51	270.00	3°42'55"	S89°06'06"W	17.50
C38	31.42	270.00	6°40'05"	N85°42'24"W	31.40
C39	26.23	230.00	6°32'00"	S85°38'21"E	26.21
C40	46.08	230.00	11°28'42"	N85°21'17"E	46.00
C41	34.41	230.00	8°34'20"	N75°19'46"E	34.38
C42	13.68	80.00	9°48'01"	S87°51'21"E	13.67
C43	2.58	173.90	0°51'02"	N78°00'37"W	2.58
C44	50.32	173.90	16°34'47"	N69°17'43"W	50.15
C45	22.34	173.90	7°21'42"	N57°19'29"W	22.33
C46	17.05	25.00	39°04'44"	S73°13'59"E	16.72
C47	25.98	175.00	8°30'27"	N86°37'35"W	25.96
C48	5.32	25.00	12°12'07"	S88°28'25"E	5.31
C49	18.47	25.00	42°20'24"	N64°15'19"E	18.06
C50	43.04	25.00	98°37'59"	S30°32'50"E	37.92
C51	1.09	25.00	2°30'32"	S81°07'05"E	1.09
C52	4.65	25.00	10°39'04"	S87°41'53"E	4.64
C53	11.04	25.00	25°18'18"	N74°19'26"E	10.95
C54	13.90	25.00	31°52'00"	N45°44'17"E	13.73
C55	6.31	25.00	14°27'12"	N78°16'12"E	6.29
C56	10.16	25.00	23°17'22"	N59°23'55"E	10.09
C57	7.96	25.00	18°15'06"	N50°56'29"E	7.93
C58	1.76	25.00	4°01'23"	N87°08'15"E	1.76
C59	6.70	25.00	15°21'37"	N77°26'45"E	6.68
C60	9.19	25.00	21°03'25"	S80°06'16"E	9.14
C61	8.00	25.00	18°19'26"	N80°12'19"E	7.96
C62	4.21	25.00	9°38'22"	N66°13'25"E	4.20
C63	49.55	39.53	71°49'31"	N33°09'25"E	46.37



DENOTES:

– HOME OWNERS ASSOCIATION COMMON AREA, 5.18 ACRES.

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

LEGEND:

⊠ ~ 4" X 4" CONCRETE MONUMENT, CORPORATE NO. L.B.7174 (SET) P.R.M.
⊙ ~ 1-1/2" ALLOY DISK & MAG NAIL, CORPORATE NO. L.B.7174 (SET) P.C.P
⊗ ~ 1/2" CAPPED IRON ROD, CORPORATE NO. L.B.7174 (SET) P.C.P.
■ ~ 4" x 4" CONCRETE MONUMENT, UNNUMBERED (FOUND) P.R.M.
P.R.M. ~ PERMANENT REFERENCE MONUMENT
P.C.P. ~ PERMANENT CONTROL POINT
P.C. ~ POINT OF CURVATURE
P.T. ~ POINT OF TANGENCY
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B.S.L. ~ BUILDING SETBACK LINE
R/W ~ RIGHT-OF-WAY
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USPS ~ UNITED STATES POSTAL SERVICE
(D) ~ DEED INFORMATION
(F) ~ FIELD INFORMATION
BLVD. ~ BOULEVARD
G.P.S. ~ GLOBAL POSITIONING SYSTEM
CORPS ~ ARMY CORPS OF ENGINEERS
FDEP ~ FEDERAL DEPARTMENT OF ENVIRONMENTAL PROTECTION
OBS ~ OBSERVATION
SF ~ SQUARE FEET
AC ~ ACREAGE
~ WETLANDS
MB ~ PROPOSED MAIL KIOSK LOCATION

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HWY — PROFESSIONAL LAND SURVEYING SERVICES — PH: (850) 478-4923
PENSACOLA, FL 32503 FAX: (850) 478-4924
FLORIDA CORPORATION NUMBER 7174

SHEET 3 OF 3 SHEETS

RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____

PLAT BOOK _____, PAGE _____

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17766 **Growth Management Report** **12. 2.**
BCC Regular Meeting **Action**
Meeting Date: 05/07/2020
Issue: Action Item - Queens Gate Final Plat
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Queens Gate Permit FP# 2003909
That the Board take the following action concerning recording Queens Gate (a 40-lot residential subdivision), located in the Millview Community, lying west off Ora Drive and west of Dog Track Road (County Road 297). Owned and developed by Dog Track Area Developers, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the subdivision plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

A. Approve the subdivision plat for recording in the public records;

B. Approve the street name “Queens Gate Circle”;

C. Accept all public easements, pond, drainage improvements within public easements as depicted upon the subdivision plat for permanent County maintenance; the cost of maintenance is to be funded through the establishment of a storm water management Municipal Services Benefit Unit (MSBU); and

D. Authorize Chairman or Vice Chairman to execute a Two-Year Warranty Agreement without Surety.

BACKGROUND:

The Preliminary Plat and Construction Plans were approved on November 14, 2018. The Escambia County Public Safety Department approved the street name “Queens Gate Circle” on April 17, 2018. Development Services Department field staff inspected the improvements on April 23, 2020, and found improvements substantially complete and in accordance with applicable County Requirements.

An executed Two-Year Warranty Agreement without Surety will be recorded with the subdivision plat. County staff has reviewed and approves plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. The Two-Year Warranty Agreement without Surety was reviewed and approved by Kia Johnson on April 27, 2020.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the subdivision plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court's Office for Clerk signatures and recording in the public records of Escambia County, Florida.

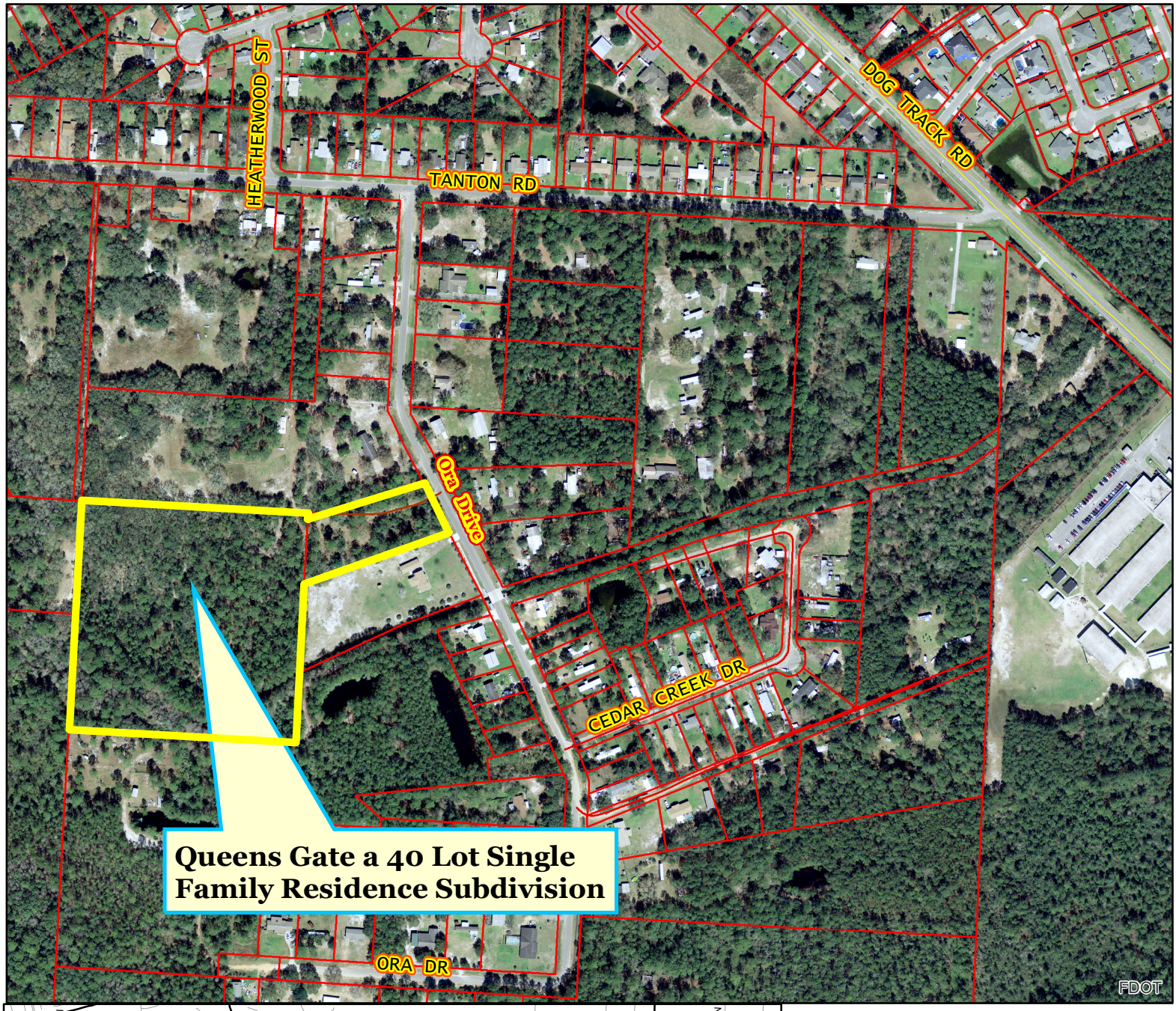
COORDINATION WITH OTHER AGENCIES/PERSONS:

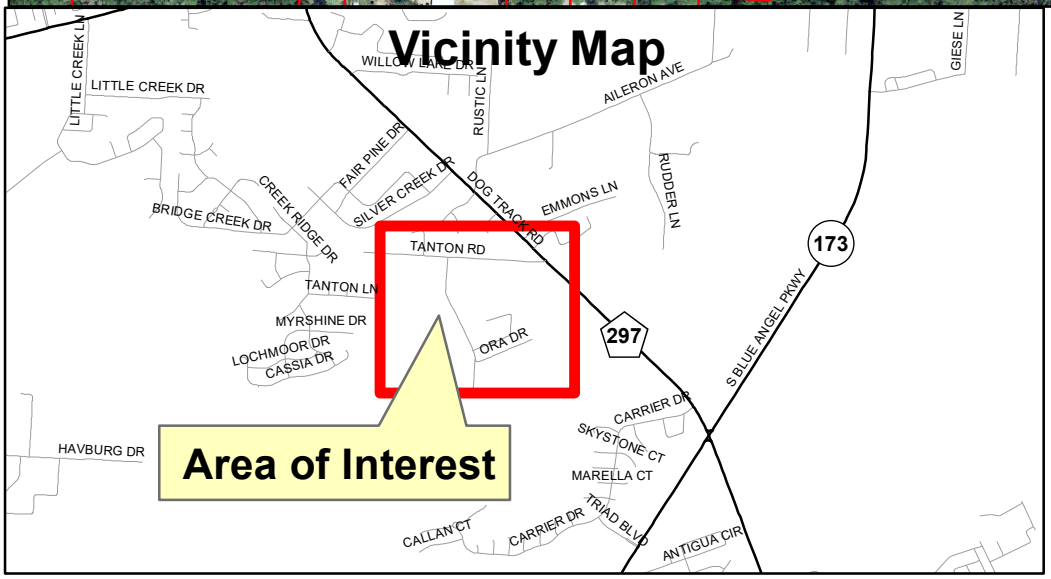
Staff has been in contact with the developer, developer's engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

Attachments

Location/Vicinity Map
Street Name Approval Letter
Two-Year Warranty Agreement
Approved Final Plat

Final Plat ~ Queens Gate
40 Lot Single Family Residences





N

ESCAMBIA COUNTY FLORIDA

Surveying RGG 04/17/2020

Board of County Commissioners • Escambia County, Florida

Andrew Hamilton, Emergency Communications Chief
Public Safety Department

April 17, 2018

Street Name Approval Letter

The following names have been submitted for approval:

Queens Gate Circle

The streets are located in:

Queens Gate

The name was requested by:

Hammond Engineering, Inc.

3802 North 'S' Street

Pensacola, FL 32505

Phone: 850.434.2603

Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: 2-YEAR WARRANTY AGREEMENT W/O SURETY FOR "QUEENS GATE"

Date: APRIL 27, 2020

Date due for placement on agenda: MAY 7, 2020

Requested by RICK G. / SURVEYING

Phone Number: 595-3428

(LEGAL DEPARTMENT USE ONLY)

Legal Review by Kim M. Johnson

Date Received: 4-27-2020

✓ Approved as to form and legal sufficiency.

_____ Not approved.

_____ Make subject to legal signoff.

Additional comments:

COUNTY ATTORNEYS OFFICE
27 APR2020
PM02:27

Prepared by:
Stephen R. Moorhead, Esq.
Moorhead Real Estate Law Group
127 Palafox Place
Suite 200
Pensacola, FL 32502

TWO-YEAR WARRANTY AGREEMENT FOR STREETS AND DRAINAGE IMPROVEMENTS WITHOUT SURETY/FINANCIAL SECURITY (Limited Liability Company)

This Two-Year Warranty Agreement (Agreement) is entered by and between Dogtrack Area Developers, LLC, a limited liability company organized under the laws of the State of Florida whose address is 3838 North Palafox Street, Pensacola, Florida 32505 (Developer) and Escambia County, a political subdivision of the State of Florida, whose address is Post Office Box, 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for Queens Gate, more particularly described as follows:

See Exhibit A (Legal Description) for Queens Gate, PB_____PG_____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.

2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):

a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, the following infrastructure deficiencies: (i) cracked concrete and cracked curbing, (ii) minor ponding of water on the asphalt, (iii) minor settling of asphalt areas, (iv) minor deficiencies in storm pipe, (v) ponds recharging at a slow rate but still meeting regulatory requirements, and (vi) stabilization and erosion.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

Anna-Marie Forshee
Anna-Marie Forshee
(printed name)

WITNESS:

Ciara Wheeler
Ciara Wheeler
(printed name)

DEVELOPER/OWNER:

Dogtrack Area Developers, LLC, a Florida limited liability company

By: Clifford Mowe
Clifford Mowe

Manager/Member of Dogtrack Area Developers, LLC

STATE OF Florida
COUNTY OF Escambia

THE FOREGOING INSTRUMENT was acknowledged before me by means of ☒ physical presence or ☐ online notarization on this 4th day of March, 2020, by Clifford Mowe, as Manager/Member of Dogtrack Area Developers, LLC, who ☐ is personally known to me or ☒ has produced FL DL, as identification.

Ciara Wheeler
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG293594
Expires 4/21/2023

(SEAL)

Ciara Wheeler
SIGNATURE OF NOTARY
Ciara Wheeler
NAME LEGIBLY PRINTED, TYPEWRITTEN OR STAMPED

My Commission Expires: 04/21/2023

This document approved as to form and legal sufficiency.
By Kii M. Jones
Title Assistant County Attorney
Date 4-27-2020

Escambia County, through its Board of County Commissioners

By: _____
_____, Chairman

____ day of _____,20___

ATTEST: Pam Childers
Clerk of the Circuit Court

_____
Deputy Clerk

BCC Approved: _____

Exhibit "A"

COMMENCE AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 03°02'07" WEST ALONG THE WEST LINE OF SAID SECTION 29, FOR A DISTANCE OF 989.82 FEET TO THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN OR BOOK 5729, PAGE 791, OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03°02'07" WEST ALONG THE WEST LINE OF SAID SECTION 29, FOR A DISTANCE OF 660.00 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED IN SAID OR BOOK 5729, PAGE 791; THENCE DEPARTING THE WEST LINE OF SAID SECTION 29, GO SOUTH 86°46'38" EAST ALONG THE SOUTH LINE OF THAT PARCEL DESCRIBED IN SAID OR BOOK 5729, PAGE 791, FOR A DISTANCE OF 661.65 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN OR BOOK 5729, PAGE 791; THENCE DEPARTING THE SOUTH LINE OF THAT PARCEL DESCRIBED IN SAID OR BOOK 5729, PAGE 791, GO NORTH 02°35'19" EAST ALONG THE EAST LINE OF THAT PARCEL DESCRIBED IN SAID OR BOOK 5729, PAGE 791, FOR A DISTANCE OF 459.25 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED IN OR BOOK 5738 PAGE 272 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING THE EAST LINE OF THAT PARCEL DESCRIBED IN SAID OR BOOK 5729, PAGE 791, GO NORTH 69°46'17" EAST ALONG THE SOUTH LINE OF THAT PARCEL DESCRIBED IN SAID OR BOOK 5738, PAGE 272, FOR A DISTANCE OF 436.12 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ORA DRIVE (60' R/W); THENCE DEPARTING THE SOUTH LINE OF THAT PARCEL DESCRIBED IN SAID OR BOOK 5738, PAGE 272, GO NORTH 27°55'06" WEST ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID ORA DRIVE, FOR A DISTANCE OF 151.00 FEET TO THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED IN SAID OR BOOK 5738, PAGE 272; THENCE DEPARTING THE WESTERLY RIGHT OF WAY LINE OF SAID ORA DRIVE, GO SOUTH 73°36'57" WEST ALONG THE NORTH LINE OF THAT PARCEL DESCRIBED IN SAID OR BOOK 5738, PAGE 272, FOR A DISTANCE OF 344.03 FEET TO THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN SAID OR BOOK 5738, PAGE 272; THENCE DEPARTING THE NORTH LINE OF THAT PARCEL DESCRIBED IN SAID OR BOOK 5738, PAGE 272, GO NORTH 02°35'19" EAST ALONG THE EAST LINE OF THAT PARCEL DESCRIBED IN SAID OR BOOK 5729, PAGE 791, FOR A DISTANCE OF 13.69 FEET TO THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED IN SAID OR BOOK 5729, PAGE 791; THENCE DEPARTING THE EAST LINE OF THAT PARCEL DESCRIBED IN SAID OR BOOK 5729, PAGE 791, GO NORTH 86°48'03" WEST ALONG THE NORTH LINE OF THAT PARCEL DESCRIBED IN SAID OR BOOK 5729, PAGE 791, FOR A DISTANCE OF 656.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 29, TOWNSHIP 2 SOUTH, RANGE 31 WEST, ESCAMBIA COUNTY, FLORIDA.

QUEENS GATE

A 40 LOT SINGLE FAMILY SUBDIVISION
BEING A PORTION OF SECTION 29, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA
MAY 2020

MERRILL PARKER SHAW, INC.
4928 N. DAVIS HWY — PROFESSIONAL LAND SURVEYING SERVICES — PH (850) 478-4923
PENSACOLA, FL 32503 — FLORIDA CORPORATION NUMBER 7174 — FAX (850) 478-4924

ESCAMBIA COUNTY DRC PLAN REVIEW
Approved
DRC Chairman Signature — Date 4/23/20
Printed Name: Jonathan Higginbotham — Development Services Director or Designee
This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the responsibility of Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order (DO) must be obtained through the Development Review Process prior to the commencement of construction. This DO approval does not constitute approval by any other agency. All additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

OWNER/DEVELOPER:
DOG TRACK AREA DEVELOPERS, LLC
3838 N PALAFOX STREET
PENSACOLA, FL 32505
PHONE: 850-501-6877

ENGINEER:
THOMAS HAMMOND JR., P.E.
3802 NORTH "S" STREET
PENSACOLA, FL 32505
PHONE: 850-434-2603

SURVEYOR:
E. WAYNE PARKER, P.L.S.
MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923

SURVEYOR'S NOTES:

1.) THE BEARINGS AS SHOWN HEREON ARE REFERENCED TO THE BEARING OF SOUTH 03 DEGREES 02 MINUTES 07 SECONDS WEST ALONG THE WEST LINE OF SECTION 29, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA, ACCORDING TO THE FLORIDA STATE PLANE COORDINATE SYSTEM, ZONE NORTH, NORTH AMERICAN DATUM 1983(2011), AS ESTABLISHED FROM THE TRIMBLE VRS NOW NETWORK

2.) THE SURVEY DATUM AS SHOWN HEREON IS REFERENCED TO THE DEEDS OF RECORD, AND TO EXISTING FIELD MONUMENTATION.

3.) NO SEARCH WAS FURNISHED TO MERRILL PARKER SHAW, INC. FOR THE SUBJECT PROPERTY. THERE MAY BE DEEDS OF RECORD, UNRECORDED DEEDS, RIGHTS-OF-WAY, EASEMENTS, BUILDING SETBACKS, RESTRICTIVE COVENANTS, GOVERNMENTAL JURISDICTIONAL AREAS OR OTHER INSTRUMENTS WHICH COULD AFFECT THE BOUNDARIES AND/OR USE OF THE SUBJECT PROPERTY.

4.) THE SURVEY AS SHOWN HEREON DOES NOT DETERMINE OWNERSHIP.

5.) THE MEASUREMENTS MADE IN THE FIELD, INDICATED THUSLY (F), AS SHOWN HEREON WERE MADE IN ACCORDANCE WITH UNITED STATES STANDARDS.

6.) THERE SHALL BE A 10 FOOT PRIVATE DRAINAGE EASEMENT ALONG ALL COMMON LOT LINES, BEING 5 FOOT ON EACH SIDE OF SAID LINES. FENCES AND OTHER STRUCTURES SHALL NOT IMPEDE STORMWATER FLOW.

7.) ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF SECTION 177.091 (28) FLORIDA STATUES.

8.) FENCES OR ANY OTHER STRUCTURES SHALL NOT BE INSTALLED IN DRAINAGE/ACCESS EASEMENTS (PUBLIC OR PRIVATE), THESE EASEMENTS SHALL BE ACCESIBLE AT ALL TIMES.

9.) THERE ARE 10 FOOT PRIVATE DRAINAGE EASEMENTS ALONG EACH COMMON LOT LINE, 5 FOOT ON EACH LOT. FENCES OR OTHER STRUCTURES WITHIN THESE EASEMENTS SHALL NOT IMPEDE THE FLOW OF STORMEATER.

BUILDING SETBACK REQUIREMENTS:

FRONT YARD: 20 FEET

SIDE YARD: THE SIDE SETBACK SHALL BE 10% OF THE LOT WIDTH WHEN MEASURED ALONG THE FRONT BUILDING SETBACK LINE OR 5 FEET WHICHEVER IS GREATER, NOT TO EXCEED 15 FEET.

REAR YARD: 20 FEET.

CONSERVATION EASEMENT NOTE:

LOTS 4,5,6 BLOCK "B" AND LOT 13, BLOCK "C" CONTAIN JURISDICTIONAL WETLAND BUFFERS. CONSERVATION EASEMENT AREAS CONSISTING OF WETLANDS AND ASSOCIATED WETLAND BUFFERS SHALL REMAIN IN THEIR NATURAL STATE AND NO STRUCTURES SHALL BE CONSTRUCTED IN SAID AREAS.

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DESCRIPTION: *(AS PREPARED BY MERRILL PARKER SHAW, INC.)*

COMMENCE AT THE NORTHWEST CORNER OF SECTION 29, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA; THENCE GO SOUTH 03 DEGREES 02 MINUTES 07 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 29, FOR A DISTANCE OF 989.82 FEET TO THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5729 AT PAGE 791 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 03 DEGREES 02 MINUTES 07 SECONDS WEST ALONG THE WEST LINE OF SAID SECTION 29, FOR A DISTANCE OF 660.00 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5729 AT PAGE 791; THENCE DEPARTING THE WEST LINE OF SAID SECTION 29, GO SOUTH 86 DEGREES 46 MINUTES 38 SECONDS EAST ALONG THE SOUTH LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5729 AT PAGE 791, FOR A DISTANCE OF 661.65 FEET TO THE SOUTHEAST CORNER OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5729 AT PAGE 791; THENCE DEPARTING THE SOUTH LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5729 AT PAGE 791, GO NORTH 02 DEGREES 35 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5729 AT PAGE 791, FOR A DISTANCE OF 459.25 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 5738 AT PAGE 272 OF THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA; THENCE DEPARTING THE EAST LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5729 AT PAGE 791, GO NORTH 69 DEGREES 46 MINUTES 17 SECONDS EAST ALONG THE SOUTH LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5738 AT PAGE 272, FOR A DISTANCE OF 436.12 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF ORA DRIVE (60' RIGHT-OF-WAY); THENCE DEPARTING THE SOUTH LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5738 AT PAGE 272, GO NORTH 27 DEGREES 55 MINUTES 06 SECONDS WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID ORA DRIVE, FOR A DISTANCE OF 151.00 FEET TO THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5738 AT PAGE 272; THENCE DEPARTING THE WESTERLY RIGHT-OF-WAY LINE OF SAID ORA DRIVE, GO SOUTH 73 DEGREES 36 MINUTES 57 SECONDS WEST ALONG THE NORTH LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5738 AT PAGE 272, FOR A DISTANCE OF 344.03 FEET TO THE NORTHWEST CORNER OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5738 AT PAGE 272; THENCE DEPARTING THE NORTH LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5738 AT PAGE 272, GO NORTH 02 MINUTES 35 MINUTES 19 SECONDS EAST ALONG THE EAST LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5729 AT PAGE 791, FOR A DISTANCE 13.69 FEET TO THE NORTHEAST CORNER OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5729 AT PAGE 791; THENCE DEPARTING THE EAST LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5729 AT PAGE 791, GO NORTH 86 DEGREES 48 MINUTES 03 SECONDS WEST ALONG THE NORTH LINE OF THAT PARCEL DESCRIBED IN SAID OFFICIAL RECORDS BOOK 5729 AT PAGE 791, FOR A DISTANCE OF 656.50 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL IS SITUATED IN SECTION 29, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA AND CONTAINS 11.44 ACRES.

CERTIFICATE OF ATTORNEY:

I, _____, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNER, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND CHAPTER 2, ARTICLE 5 OF THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS AMENDED.

SIGNED THIS _____ DAY OF _____, _____.

_____

ENGINEER'S CERTIFICATE:

I, THOMAS HAMMOND JR., HEREBY CERTIFY THAT I AM THE ENGINEER OF RECORD FOR QUEENS GATE, THAT ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL DEVELOPMENT REQUIREMENTS.

THOMAS HAMMOND JR, P.E.
FLORIDA REGISTRATION NO. 54574
FLORIDA C.A. NO. 9130

THOMAS GRANT HAMMOND JR., P.E. LICENSE No. 54574 STATE OF FLORIDA SEAL PROFESSIONAL ENGINEER

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.011 – 177.151, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME; THAT THE BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS / STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027, FLORIDA STATUES, AS AMENDED FROM TIME TO TIME; THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA FLORIDA, AS AMENDED FROM TIME TO TIME; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON.

SIGNED THIS 23rd DAY OF APRIL, 2020.

E. Wayne Parker

E. WAYNE PARKER, PROFESSIONAL LAND SURVEYOR
(FLORIDA REGISTRATION NO. 3683, CORPORATE NO. 7174)
MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923

SEAL

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT DOG TRACK AREA DEVELOPERS, LLC., (OWNER), AND TRUSTMARK NATIONAL BANK (MORTGAGEE) OF THE LAND HEREIN DESCRIBED AND PLATTED HEREON, KNOWN AS QUEENS GATE, HEREBY DEDICATE TO THE PUBLIC: ALL PUBLIC RIGHT-OF-WAYS, ALL PUBLIC DRAINAGE AND ACCESS EASEMENTS, AND PUBLIC WET DETENTION PARCEL "A"; AND FURTHER DEDICATE TO THE QUEENS GATE OWNERS ASSOCIATION, INC, A FLORIDA NOT FOR PROFIT CORPORATION: PRIVATE COMMON AREA PARCEL "B", PRIVATE MAIL KIOSK PACEL "C", PRIVATE WETLAND/BUFFER PARCEL "D", AND PRIVATE UPLAND PARCEL "E", AND THE PRIVATE SIGN EASEMENT, AND FURTHER DEDICATE UTILITY EASEMENTS TO ALL UTILITY PROVIDERS AND HEREBY REQUEST THE FILING OF THIS PLAT IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.

DOG TACK AREA DEVELOPERS, LLC

WITNESS: _____
PRINT NAME:

_____

WITNESS: _____
PRINT NAME:

SEAL

TRUSTMARK NATIONAL BANK

WITNESS: _____
PRINT NAME:

_____

WITNESS: _____
PRINT NAME:

SEAL

NOTARY PUBLIC:

BEFORE THE SUBSCRIBER PERSONALLY APPEARED _____, _____, DOG TRACK AREA DEVELOPERS, LLC., KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, _____.

_____
SIGNATURE
_____
PRINT NAME:
COMMISSION NO. _____
MY COMMISSION EXPIRES _____
NOTARY PUBLIC, STATE OF FLORIDA

SEAL

NOTARY PUBLIC:

BEFORE THE SUBSCRIBER PERSONALLY APPEARED _____, _____, TRUSTMARK NATIONAL BANK., KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE USES AND PURPOSES HEREIN SET FORTH, AND WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED _____ AS IDENTIFICATION.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS _____ DAY OF _____, _____.

_____
SIGNATURE
_____
PRINT NAME:
COMMISSION NO. _____
MY COMMISSION EXPIRES _____
NOTARY PUBLIC, STATE OF FLORIDA

SEAL

CERTIFICATE OF APPROVAL OF CLERK OF THE CIRCUIT COURT:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177.011 THROUGH 177.151 OF THE FLORIDA LEGISLATURE, AS AMENDED FROM TIME TO TIME) AND THE SAME WAS FILED FOR RECORD ON THE _____ DAY OF _____, _____, AND FILED IN PLAT BOOK _____ AT PAGES _____ OF SAID COUNTY.

_____
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

SEAL

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE _____ DAY OF _____, _____ WAS APPROVED FOR FILING BY SAID BOARD, AND I, AS SAID CLERK OF THE CIRCUIT COURT, WAS INSTRUCTED TO SO CERTIFY HEREON.

_____
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

SEAL

CERTIFICATE OF PLAT REVIEW:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING, BY THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS _____ DAY OF _____, _____.

_____
JOSEPH BARRETT, P.S.M., COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA CERTIFICATION NO. 6260

SEAL

RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____

PLAT BOOK _____, PAGE _____

QUEENS GATE

A 40 LOT SINGLE FAMILY SUBDIVISION
BEING A PORTION OF SECTION 29, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA
MAY 2020

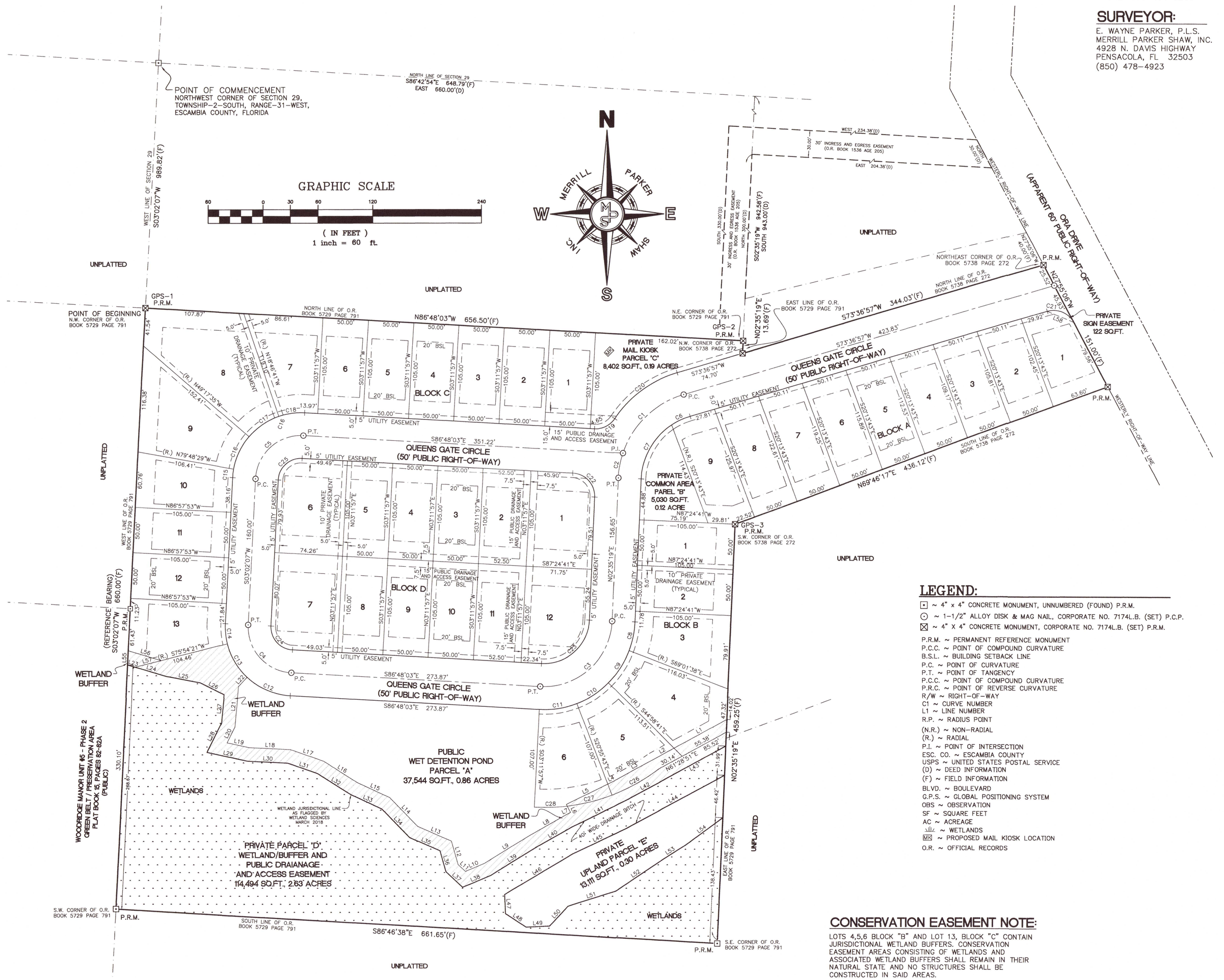
OWNER/DEVELOPER:
DOG TRACK AREA DEVELOPERS, LLC
3838 N PALAFOX STREET
PENSACOLA, FL 32505
PHONE: 850-501-6877

ENGINEER:
THOMAS HAMMOND JR., P.E.
3802 NORTH "S" STREET
PENSACOLA, FL 32505
PHONE: 850-434-2603

SURVEYOR:
E. WAYNE PARKER, P.L.S.
MERRILL PARKER SHAW, INC.
4928 N. DAVIS HIGHWAY
PENSACOLA, FL 32503
(850) 478-4923

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	BEARING	CHORD
C1	96.09	100.00	55°03'20"	S46°05'17"W	92.44
C2	27.88	100.00	15°58'18"	S10°34'28"W	27.79
C3	118.61	75.00	90°36'38"	S47°53'38"W	106.63
C4	78.40	50.00	89°50'11"	N41°52'58"W	70.61
C5	78.68	50.00	90°09'49"	N48°07'02"E	70.81
C6	22.41	75.00	17°07'23"	S65°03'16"W	22.33
C7	70.56	75.00	53°54'15"	S29°32'26"W	67.99
C8	32.09	100.00	18°23'03"	S11°46'50"W	31.95
C9	41.97	100.00	24°02'58"	S32°59'50"W	41.67
C10	41.97	100.00	24°02'58"	S57°02'48"W	41.67
C11	42.11	100.00	24°07'39"	S81°08'07"W	41.80
C12	52.29	75.00	39°56'48"	N66°49'39"W	51.24
C13	42.88	75.00	32°45'36"	N30°28'27"W	42.30
C14	22.42	75.00	17°07'47"	N05°31'46"W	22.34
C15	9.37	75.00	7°09'24"	N06°26'49"E	9.36
C16	39.94	75.00	30°30'54"	N25°26'58"E	39.47
C17	39.94	75.00	30°30'54"	N55°57'52"E	39.47
C18	28.77	75.00	21°58'37"	N82°12'38"E	28.59
C19	25.89	25.00	59°20'26"	N63°31'44"E	24.75
C20	86.74	125.00	39°45'26"	N53°44'14"E	85.01
C21	34.24	25.00	78°27'57"	N67°09'05"W	31.62
C22	39.00	25.00	89°23'22"	N42°06'22"W	35.17
C23	79.07	50.00	90°36'38"	N47°53'38"E	71.09
C24	39.20	25.00	89°50'11"	S41°52'58"E	35.30
C25	39.34	25.00	90°09'49"	S48°07'02"W	35.41
C26	57.88	207.00	16°01'17"	N61°03'39"E	57.69
C27	50.85	207.00	14°04'31"	N76°06'33"E	50.72
C28	36.32	207.00	10°03'08"	N88°10'22"E	36.27

LINE	BEARING	LENGTH
L1	S61°28'50"W	66.16'
L2	S61°28'50"W	25.38'
L3	S61°30'40"W	44.77'
L4	S63°44'01"W	12.45'
L5	S63°44'01"W	50.76'
L6	S26°15'59"E	10.00'
L7	S63°44'01"W	6.17'
L8	S60°07'45"W	44.64'
L9	S58°05'23"W	59.63'
L10	S67°05'56"W	22.71'
L11	N46°51'56"W	10.94'
L12	N15°40'37"W	27.30'
L13	N66°15'01"W	40.60'
L14	N44°04'27"W	43.99'
L15	N65°03'35"W	39.10'
L16	N57°48'00"W	44.08'
L17	N70°28'07"W	38.09'
L18	N87°03'12"W	44.92'
L19	N78°01'08"W	24.91'
L20	N26°36'08"E	19.22'
L21	N05°41'33"E	44.55'
L22	N43°08'45"E	13.81'
L23	N73°28'27"W	8.75'
L24	N73°28'22"W	35.17'
L25	N79°25'39"W	38.22'
L26	N63°38'59"W	29.10'
L27	N05°41'33"E	31.40'
L28	N26°36'08"E	35.87'
L29	N78°01'08"W	45.51'
L30	N87°03'12"W	43.92'
L31	N70°28'07"W	34.24'
L32	N57°48'00"W	43.36'
L33	N65°03'35"W	37.27'
L34	N44°04'27"W	44.16'
L35	N66°15'01"W	36.46'
L36	N15°40'37"W	24.40'
L37	N46°51'56"W	24.87'
L38	S67°05'56"W	33.64'
L39	S58°05'23"W	60.54'
L40	S60°07'45"W	43.67'
L41	S63°44'01"W	69.62'
L42	S61°30'40"W	45.25'
L43	S61°28'50"W	76.46'
L44	S61°40'50"W	123.69'
L45	S64°06'18"W	64.28'
L46	S59°03'39"W	87.45'
L47	S02°09'29"E	20.61'
L48	S57°11'10"E	27.04'
L49	N87°24'48"E	25.70'
L50	N43°20'09"E	29.56'
L51	N72°40'36"E	55.16'
L52	N55°49'04"E	57.45'
L53	N57°06'29"E	33.49'
L54	N53°26'37"E	52.11'
L55	S03°01'54"W	15.43'
L56	N73°28'22"W	37.69'
L57	N75°54'21"E	29.45'
L58	S67°09'05"E	31.62'


POINT OF COMMENCEMENT
NORTHWEST CORNER OF SECTION 29, TOWNSHIP-2-SOUTH, RANGE-31-WEST, ESCAMBIA COUNTY, FLORIDA
NORTH LINE OF SECTION 29
S86°42'54"E 648.79'(F)
EAST 660.00'(D)
WEST LINE OF SECTION 29
S03°02'07"W 969.62'(F)
GRAPHIC SCALE
60 0 30 60 120 240
(IN FEET)
1 inch = 60 ft.
N
S
E
W
MERRILL PARKER SHAW INC.
UNPLATTED
POINT OF BEGINNING
N.W. CORNER O.R. BOOK 5729 PAGE 791
GPS-1
P.R.M.
N86°48'03"W 656.50'(F)
NORTH LINE OF O.R. BOOK 5729 PAGE 791
WEST LINE OF O.R. BOOK 5729 PAGE 791
(REFERENCE BEARING) S03°02'07"W 660.00'(F)
P.R.M.
WETLAND BUFFER
WETLANDS
WOODBRIDGE MANOR UNIT #5 - PHASE 2
GREEN BELT / PRESERVATION AREA
PLAT BOOK 16, PAGES 82-82A
(FSBLC)
PUBLIC WET DETENTION POND PARCEL "A" 37,544 SQ.FT., 0.86 ACRES
PRIVATE PARCEL "D" WETLAND/BUFFER AND PUBLIC DRAINAGE AND ACCESS EASEMENT 114,494 SQ.FT., 2.63 ACRES
WETLAND JURISDICTIONAL LINE AS FLAGGED BY WETLAND SCIENCES MARCH 2018
PRIVATE MAIL KIOSK PARCEL "C" 8,402 SQ.FT., 0.19 ACRES
PRIVATE COMMON AREA PAREL "B" 5,030 SQ.FT. 0.12 ACRE
PRIVATE UPLAND PARCEL "E" 13,111 SQ.FT., 0.30 ACRES
QUEENS GATE CIRCLE (50' PUBLIC RIGHT-OF-WAY)
BLOCK C
BLOCK D
BLOCK A
BLOCK B
20' BSL
5' UTILITY EASEMENT
15' PUBLIC DRAINAGE AND ACCESS EASEMENT
10' PRIVATE DRAINAGE EASEMENT (TYPICAL)
30' INGRESS AND EGRESS EASEMENT (O.R. BOOK 1536 AGE 205)
SOUTH 943.00'(D)
WEST 234.58'(D)
EAST 204.36'(D)
S02°35'19"W 942.58'(F)
N02°35'19"E 13.69'(F)
NORTHEAST CORNER OF O.R. BOOK 5738 PAGE 272
N.E. CORNER OF O.R. BOOK 5729 PAGE 791
N.W. CORNER OF O.R. BOOK 5738 PAGE 272
EAST LINE OF O.R. BOOK 5729 PAGE 791
S73°36'57"W 344.03'(F)
S73°36'57"W 423.83'
S73°36'57"W 74.70'
NORTH LINE OF O.R. BOOK 5738 PAGE 272
N27°25'06"W 459.25'(F)
N02°35'19"E 459.25'(F)
GPS-2
P.R.M.
GPS-3
P.R.M.
S.W. CORNER OF O.R. BOOK 5738 PAGE 272
OPA DRIVE (APPARENT 60' PUBLIC RIGHT-OF-WAY)
WESTERLY RIGHT-OF-WAY LINE
PRIVATE SIGN EASEMENT 922 SQ.FT.
151.00'(F)
N69°46'17"E 436.12'(F)
S86°48'03"E 351.22'
S86°48'03"E 273.87'
S86°46'38"E 661.65'(F)
SOUTH LINE OF O.R. BOOK 5729 PAGE 791
S.W. CORNER OF O.R. BOOK 5729 PAGE 791
S.E. CORNER OF O.R. BOOK 5729 PAGE 791
EAST LINE OF O.R. BOOK 5729 PAGE 791
(R) N79°48'29"W
(R) S75°54'21"E 104.46'
(R) S54°49'41"E
(R) S69°01'38"E
(R) HAY 17°29'W
(R) N16°44'17"W
(R) S25°15'43"E 107.00'
(R) S25°15'43"E 105.00'
(R) S25°15'43"E 112.52'
(R) S25°15'43"E 114.80'
(R) S25°15'43"E 119.50'
(R) S25°15'43"E 122.61'
(R) S25°15'43"E 105.81'
(N.R.) N87°24'41"W 75.19'
(N.R.) S87°24'41"E 71.75'
(N.R.) N87°24'41"W 105.00'
(N.R.) S87°24'41"E 105.00'
(N.R.) N87°28'01"E 105.00'
(N.R.) N87°24'41"W 105.00'
(N.R.) S87°24'41"E 105.00'
(N.R.) N87°24'41"W 105.00'
(N.R.) S87°24'41"E 105.00'
(N.R.) N87°28'01"E 105.00'
(N.R.) S87°24'41"E 156.65'
(N.R.) N02°35'19"E 156.65'
(N.R.) N87°28'01"E 105.00'
(N.R.) S87°28'01"W 105.00

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17767 **Growth Management Report** **12. 3.**
BCC Regular Meeting **Action**
Meeting Date: 05/07/2020
Issue: Action Item - Airway Trace Final Plat
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Airway Trace Permit FP# 2002672

That the Board take the following action concerning recording of Airway Trace (a 6-lot residential subdivision), located in the Ensley Community, lying west off Airway Drive and south of East Nine Mile Road (U.S. Alternate Highway 90). Owned and developed by Breland Homes Coastal, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the subdivision plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute:

A. Approve the subdivision plat for recording in the public records;

B. Accept all public easements, pond, drainage improvements within public easements as depicted upon the subdivision plat for permanent County maintenance; the cost of maintenance is to be funded through the establishment of a storm water management Municipal Services Benefit Unit (MSBU); and

C. Authorize Chairman or Vice Chairman to execute a Two-Year Warranty Agreement with Surety and an Irrevocable Letter of Credit for sidewalk installations.

BACKGROUND:

The Preliminary Plat was approved on May 15, 2019. Development Services Department field staff inspected the improvements on April 23, 2020, and found improvements substantially complete and in accordance with applicable County Requirements. An executed Two-Year Warranty Agreement with Surety and Irrevocable Letter of Credit will be recorded with the subdivision plat. County staff

has reviewed and approves plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. The Two-Year Warranty Agreement with Surety and Irrevocable Letter of Credit was reviewed and approved by Kia Johnson on April 27, 2020.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the subdivision plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court's Office for Clerk signatures and recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

Staff has been in contact with the developer, developer's engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

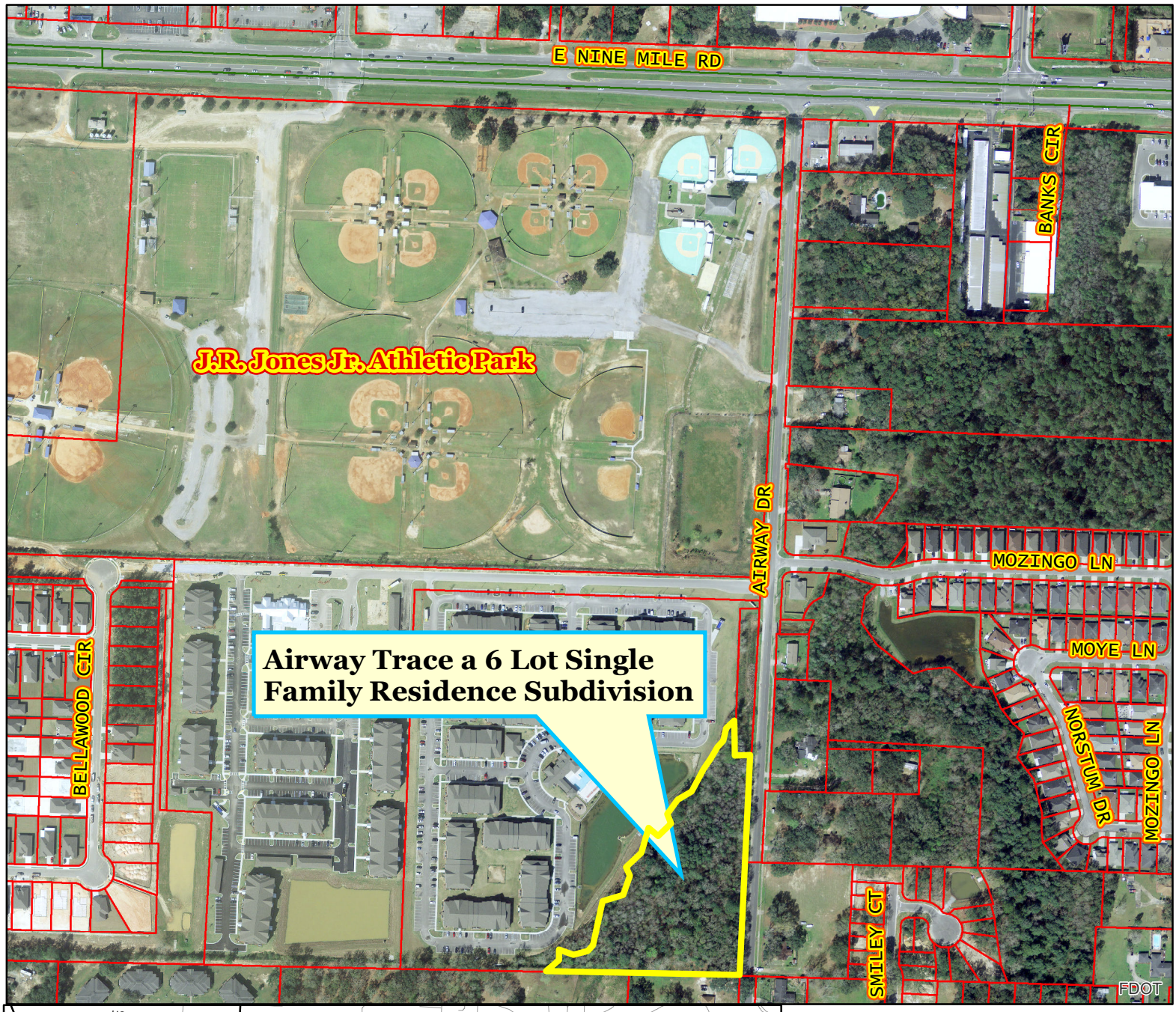
Attachments

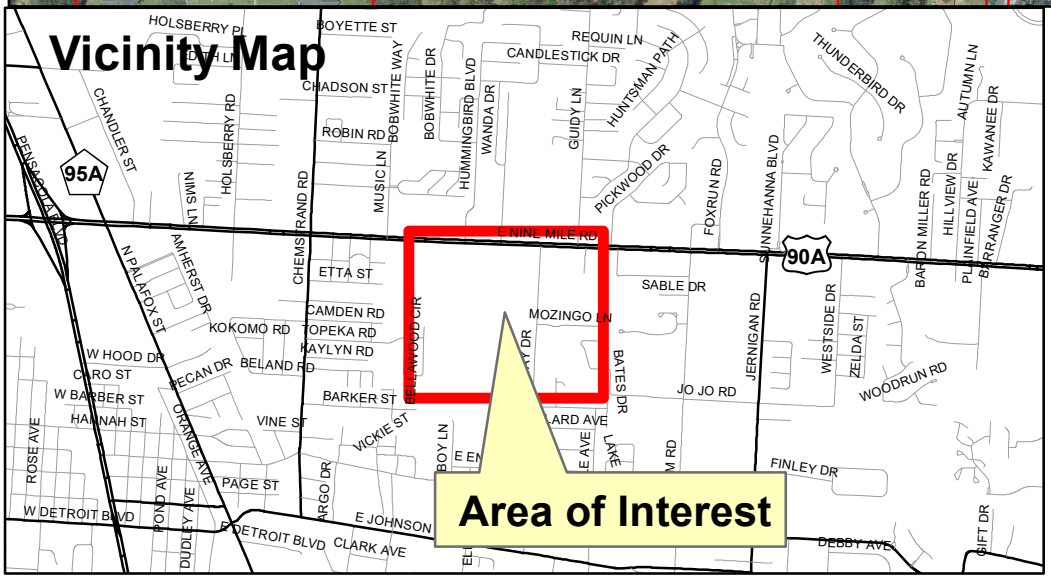
Location/Vicinity Map

Two-Year Warranty Agreement with Irrevocable Letter of Credit and Cost Estimate

Approved Final Plat

Final Plat ~ Airway Trace
6 Lot Single Family Residences





Surveying RGG 04/15/2020

LEGAL REVIEW

(COUNTY DEPARTMENT USE ONLY)

Document: 2-YR WARRANTY AGREEMENT W/ SURETY & IRREVOCABLE LETTER OF CREDIT W/ CERTIFIED COST ESTIMATE FOR "AIRWAY TRACE"

Date: APRIL 23, 2020

Date due for placement on agenda: MAY 7, 2020

Requested by RICK G. / SURVEYING

Phone Number: 595-3428

(LEGAL DEPARTMENT USE ONLY)

Legal Review by Kim M. Johnson

Date Received: 4-27-2020

✓ Approved as to form and legal sufficiency.

____ Not approved.

____ Make subject to legal signoff.

Additional comments:

COUNTY ATTORNEYS OFFICE
27 APR2020
PM02:27

Prepared by and return to:
John P. Daniel, Esq.
Beggs and Lane, RLLP
Post Office Box 12950
Pensacola, FL 32591-2950
(850) 469-3312

TWO-YEAR WARRANTY AGREEMENT FOR STREETS AND DRAINAGE IMPROVEMENTS WITH SURETY/FINANCIAL SECURITY (Limited Liability Company)

This Two-Year Warranty Agreement (Agreement) is entered by and between AIRWAY DEVELOPMENT, LLC, a limited liability company organized under the laws of the State of Florida, whose address is 2101 Clinton Avenue, W., Suite 201, Huntsville, Alabama 35805 (Developer) and ESCAMBIA COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 1591, 221 Palafox Place, Pensacola, Florida 32591 (County).

WITNESSETH:

WHEREAS, Developer has undertaken to develop and construct certain streets and drainage improvements in and for AIRWAY TRACE subdivision development, more particularly described as follows:

See Exhibit A (Legal Description) for AIRWAY TRACE PB ____ PG ____; and

WHEREAS, Developer wishes to have the streets and drainage improvements dedicated to the public and accepted for maintenance by the County; and

WHEREAS, the streets and drainage improvements have been built and approved in accordance with County standards; and

WHEREAS, a condition of the County accepting the streets and drainage improvements is the Developer's agreement to provide a warranty for the improvements;

NOW, THEREFORE, in consideration of the County accepting the streets and drainage improvements, and for other good and sufficient consideration, the receipt of which is acknowledged, Developer and the County agree as follows:

1. The foregoing recitals are incorporated in this Agreement by reference.

2. Developer warrants that it shall, at its sole expense, for a period of two years from the date of the County's acceptance of the above-referenced streets and drainage improvements (Warranty Period):

a. repair all defects due to design, construction, materials or workmanship that may be discovered during the Warranty Period; and

b. take every reasonable precaution during the course of any repairs to protect the work from damage by the elements and provide and maintain suitable barricades and signs, which shall remain lighted from sunset to sunrise; and

c. indemnify, pay on behalf of, protect, defend, and hold harmless the County, or its officers, agents, and employees from and against any demand, claim, suit, loss, expense or damage that may be asserted against any of them by reason of any alleged damage to property or injury to or death of any person arising out of or in any way related to a defect in streets and drainage improvements or Developer's obligations under this Agreement.

3. During the Warranty Period, if in the judgment of the County Engineer or her designee repairs to the streets and drainage improvements become necessary due to any defect in the design, construction, materials, or workmanship, then upon notice from the County, Developer shall, at its sole expense, remove and replace all defective materials, repair any defects, and otherwise bring the improvements into compliance with the construction drawings and specifications approved by the Escambia County Development Review Committee. Developer shall correct any defect within thirty (30) calendar days, or, if the defect cannot reasonably be corrected within that period, commence corrective action within thirty (30) calendar days and thereafter diligently pursue the corrective action to completion. The County Engineer, in her sole discretion, may require the Developer to fulfill its obligations within a shorter period of time in order to comply with federal, state or local regulations or to protect the public health, safety, or welfare. Should the Developer fail to fulfill its obligations, the County may perform the repairs necessary to correct the defect, and the Developer shall be responsible for the costs of any such repairs, even if the County performs the repairs after the expiration of the Warranty Period. If the Developer fails to pay the costs incurred by the County within thirty (30) days of County's written demand, then the County may pursue collection of such costs in a court of competent jurisdiction.

4. In any judicial action brought by the County to enforce the provisions of this Agreement, Developer agrees to pay the costs, including reasonable attorney's fees through appeal, that the County may incur. Venue for any judicial action shall lie in Escambia County, Florida.

5. The parties shall execute the original Agreement with all attached exhibits. The Developer shall record the executed Agreement in the public records and provide a certified copy of the recorded Agreement to the County's Engineering Department.

6. During the Warranty Period, Developer shall advise the County in writing of any change in address, contact information or corporate status.

7. Developer's obligations under this Agreement shall include, but not be limited to, the following infrastructure deficiencies: (i) cracked concrete and cracked curbing, (ii) minor ponding of water on the asphalt, (iii) minor settling of asphalt areas, (iv) minor deficiencies in storm pipe, (v) ponds recharging at a slow rate but still meeting regulatory requirements, and (vi) stabilization and erosion.

8. Developer's failure to perform its obligations under this Agreement may result in the denial of building permits and certificates of occupancy.

9. In order to ensure completion of streets and drainage improvements, Developer provides as security deposit an Irrevocable Letter of Credit issued by CenterState Bank (attached as Exhibit B) in the amount of $20,564.05, which is based on a certified cost estimate prepared and sealed by Developer's Engineer, subject to approval by the County Engineer. A copy of the cost estimate is attached as Exhibit C. The estimate shall list acceptable improvements and any minor documented deficiencies to be evaluated by the County Engineer at a future date prior to release of warranty, including, if applicable, any proposed or required sidewalks. If cash is provided as a security deposit, the County will deposit it in an escrow account with withdrawals conditioned upon the approval of the County Engineer; unused funds shall be released to the Developer upon satisfactory completion of the punch list items. If an irrevocable letter of credit is provided as a security deposit, the original letter of credit shall be returned to the Developer, and the County Administrator shall execute a waiver of the County's right to draw funds on the letter of credit upon satisfactory completion of the Warranty Period.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE ON FOLLOWING PAGES.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates shown below.

WITNESS:

_____
CHAD B. PULLIAM
(printed name)

WITNESS:

_____
WESLEY T. ALFORD
(printed name)

DEVELOPER/OWNER:

AIRWAY DEVELOPMENT, LLC.
a Florida limited liability company

By: _____
(signature)
Louis W. Breland
(printed name)
Manager
(select one title: manager/member/managing member)

STATE OF ALABAMA
COUNTY OF MADISON

The foregoing instrument was acknowledged before me this 21 day of APRIL, 2020, by Louis W. Breland as Manager (select one title: Manager/Member/Managing Member) of AIRWAY DEVELOPMENT, LLC, a Florida limited liability company. He/She (___) is personally known to me, or (___) has produced a current Alabama driver's license as identification.

_____
Signature of Notary
PATRICIA ACKER
Name of Notary (printed)

(Notary Seal)

PATRICIA ACKER
MY COMMISSION EXPIRES
APRIL 10, 2022
NOTARY PUBLIC
STATE OF ALABAMA

ESCAMBIA COUNTY, through its Board of County Commissioners

By:_____
_____, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

____ day of _____,2020

_____
Deputy Clerk

BCC Approved: _____

This document approved as to form
and legal sufficiency.
By Kia M. Johnson
Title Assistant County Attorney
Date 4-27-2020

Legal Description of Development

NOTE: ATTACH AN EXHIBIT A LEGAL DECRIPTION WHICH MATCHES THE FINAL PLAT AND INDICATE WHO PREPARED THE EXHIBIT A

EXHIBIT "A"

Legal description prepared by Mullins, LLC:

LEGAL DESCRIPTION OF AIRWAY TRACE

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, SAID CORNER MARKED BY A 5/8" REBAR FOUND; THENCE SOUTH 88°16'02" EAST A DISTANCE OF 771.00 FEET TO A 4"x4" CONCRETE MONUMENT SET, STAMPED "P.R.M. LB 8349", SAID POINT FURTHER DESCRIBED AS BEING THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING PROCEED NORTH 41°46'50" EAST A DISTANCE OF 49.52 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 08°54'10" EAST A DISTANCE OF 23.24 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE SOUTH 71°21'46" EAST A DISTANCE OF 44.98 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 72°11'10" EAST A DISTANCE OF 44.05 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 32°30'44" EAST A DISTANCE OF 27.60 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 11°28'06" EAST A DISTANCE OF 55.57 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 16°06'51" EAST A DISTANCE OF 67.47 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 72°24'26" EAST A DISTANCE OF 63.77 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 16°27'14" EAST A DISTANCE OF 58.50 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 25°49'43" WEST A DISTANCE OF 24.08 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 47°37'23" EAST A DISTANCE OF 61.08 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 18°13'49" EAST A DISTANCE OF 70.37 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE SOUTH 58°40'27" EAST A DISTANCE OF 32.56 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 45°05'00" EAST A DISTANCE OF 53.06 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 27°46'45" WEST A DISTANCE OF 29.26 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 41°06'51" EAST A DISTANCE OF 31.91 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 49°12'14" EAST A DISTANCE OF 71.71 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 29°16'58" EAST A DISTANCE OF 33.02 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 29°12'20" EAST A DISTANCE OF 48.44 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 31°08'01" EAST A DISTANCE OF 80.29 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 19°31'35" EAST A DISTANCE OF 43.14 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 30°39'45" EAST A DISTANCE OF 22.67 FEET TO A 4"x4" CONCRETE MONUMENT SET, STAMPED "P.R.M. LB 8349" ON THE WESTERLY MARGIN OF THE RIGHT OF WAY FOR AIRWAY DRIVE; THENCE ALONG SAID WESTERLY MARGIN SOUTH 02°47'21" WEST A DISTANCE OF 98.29 FEET TO A 4"x4" CONCRETE MONUMENT SET, STAMPED "P.R.M. LB 8349"; THENCE SOUTH 87°00'12" EAST A DISTANCE OF 39.70 FEET TO A 4"x4" CONCRETE MONUMENT SET, STAMPED "P.R.M. LB 8349"; THENCE SOUTH 02°49'01" WEST A DISTANCE OF 640.67 FEET TO A 4"x4" CONCRETE MONUMENT SET, STAMPED "P.R.M. LB 8349"; THENCE LEAVING SAID WESTERLY MARGIN NORTH 88°16'02" WEST A DISTANCE OF 537.67 FEET TO THE POINT OF BEGINNING, CONTAINING 4.30 ACRES, MORE OR LESS.

EXHIBIT "B"

Copy of Surety Bond

CenterState

MAY 7, 2020 IRREVOCABLE LETTER OF CREDIT NUMBER **#402304878**

EXPIRES IN TWO YEARS FROM MAY 7, 2020 UPON ASSURANCE TO ESCAMBIA COUNTY FOR APPROXIMATELY 378 LINEAR FEET OFSIDEWALKS FOR AIRWAY TRACE SUBDIVISION AMOUNT NOT TO EXCEED TWENTY THOUSAND FIVE HUNDRED SIXTY FOUR DOLLARS & 05/100

($20,564.05) TOTAL

Issuer: CenterState Bank, NA 415 Meridian Street Huntsville AL 35801

Beneficiary:	Applicant:
Escambia County	Airway Development, LLC
3363 West Park Place	Louis Breland, Manager
Pensacola, FL 32505	2101 Clinton Ave. Ste. 200
Attn: Joy Jones, County Engineer	Huntsville AL 35804

Purpose: Sidewalks – Airway Trace Subdivision

Airway Drive Pensacola FL

We hereby establish our irrevocable letter of credit in favor of Escambia County for TWENTY THOUSAND FIVE HUNDRED SIXTY FOUR United States dollars & 05/100 ($20,564.05) in the aggregate available by negotiation of your drafts at sight drawn on CenterState Bank, NA. Drafts must be drawn on CenterState Bank, NA and presented at the place of expiration no later than close of business on May 7, 2022 or upon completion/acceptance of sidewalks for Airway Trace.

Drafts must indicate the number and date of this letter of credit stating "drawn on CenterState Bank, NA under letter of credit **#402304878** dated May 7, 2020 for beneficiary Escambia County and must be accompanied by the following documents:

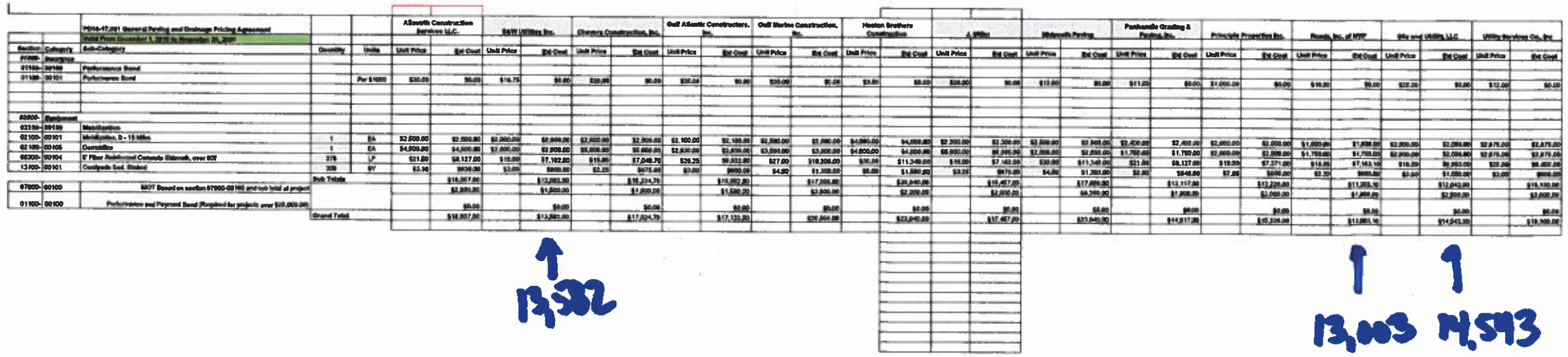
1. This original signed letter of credit;
2. A copy of the invoice(s) or account statement(s) representing the amount owed to the beneficiary by the applicant; and
3. A statement signed by an official of the beneficiary certifying that:
   a. the draft represents an unpaid past due amount owed to the beneficiary by the applicant; and
   b. the amount specified in the draft is correct to the best of said official's knowledge.

All drafts drawn and negotiated in compliance with the terms of this letter of credit shall by duly honored when presented at CenterState Bank, NA 415 Meridian Street Huntsville AL 35801 on or before the close of business at that location on May 7, 2022 or upon successful completion/acceptance of the sidewalks.

Sincerely,

For CenterState Bank, NA

Brian Shelton, Senior Vice President



| | | |

AIRWAY TRACE

A SUBDIVISION IN A PORTION OF
SECTION 12 TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA
6 LOTS ZONED: HDMU FUTURE LAND USE: MU-U
APRIL 2020

CERTIFICATION OF OWNERSHIP AND DEDICATION:

DEDICATION:

AIRWAY DEVELOPMENT, LLC, THE OWNER OF THE PROPERTY SHOWN HEREON, HEREBY DEDICATES THIS PLAT OF AIRWAY TRACE, IN ACCORDANCE WITH FLORIDA STATUTE 177.081 (3), PARCEL "B" (WET STORMWATER FACILITY), ALL DRAINAGE / ACCESS EASEMENTS, (INDICATED AS PUBLIC), ARE HEREBY DEDICATED TO THE PUBLIC. THE BELOW SIGNED ALSO DEDICATES, TO THE AIRWAY TRACE HOMEOWNER'S ASSOCIATION PARCEL "A" FOR USE SOLELY BY THE HOMEOWNERS REFERENCED HEREON. MAINTENANCE OF ALL AREAS DEDICATED TO THE AIRWAY TRACE HOMEOWNER'S ASSOCIATION SHALL BE THE RESPONSIBILITY OF SAID ASSOCIATION.

_____
TODD MCCRORY, OWNER'S REPRESENTATIVE

_____ _____
WITNESS 1 WITNESS 2

_____ _____
PRINT NAME PRINT NAME

ACKNOWLEDGMENT TO DEDICATION:

STATE OF FLORIDA, COUNTY OF ESCAMBIA

BEFORE ME, THE UNDERSIGNED, PERSONALLY APPEARED,

_____, OWNER'S REPRESENTATIVE, AIRWAY DEVELOPMENT, LLC, PERSONALLY KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN THE FOREGOING DEDICATION AND WHO ACKNOWLEDGED BEFORE ME THAT HE EXECUTED THE SAME FOR THE PURPOSES SET FORTH,

GIVEN UNDER MY HAND AND SEAL THIS _____ DAY OF _____, 2020.

_____
NOTARY PUBLIC STATE OF _____

MY COMMISSION EXPIRES: _____

CERTIFICATE OF ATTORNEY:

I, _____, AS A MEMBER OF THE FLORIDA BAR ASSOCIATION, AND ON BEHALF OF THE OWNERS, HEREBY CERTIFY THAT I HAVE EXAMINED THE PLAT HEREON AND THE ACCOMPANYING DOCUMENTS AND HAVE FOUND THEM TO BE IN PROPER LEGAL FORM AND TO MEET ALL THE REQUIREMENTS OF THE FLORIDA PLAT ACT AND THE ESCAMBIA COUNTY LAND DEVELOPMENT CODE, AS AMENDED.

ENGINEERS CERTIFICATE:

I, MICAH JAMES JONES, HEREBY CERTIFY THAT ALL CONSTRUCTED ROADWAYS, DRAINAGE, AND OTHER IMPROVEMENTS ARE DESIGNED TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL DEVELOPMENT REQUIREMENTS AND THAT I AM THE ENGINEER OF RECORD FOR AIRWAY TRACE (SUBDIVISION).

MICAH JAMES JONES, P.E., FLORIDA P.E. # 64629 — DATE 4-23-2020

MICAH JAMES JONES LICENSE No. 64629 STATE OF FLORIDA PROFESSIONAL ENGINEER

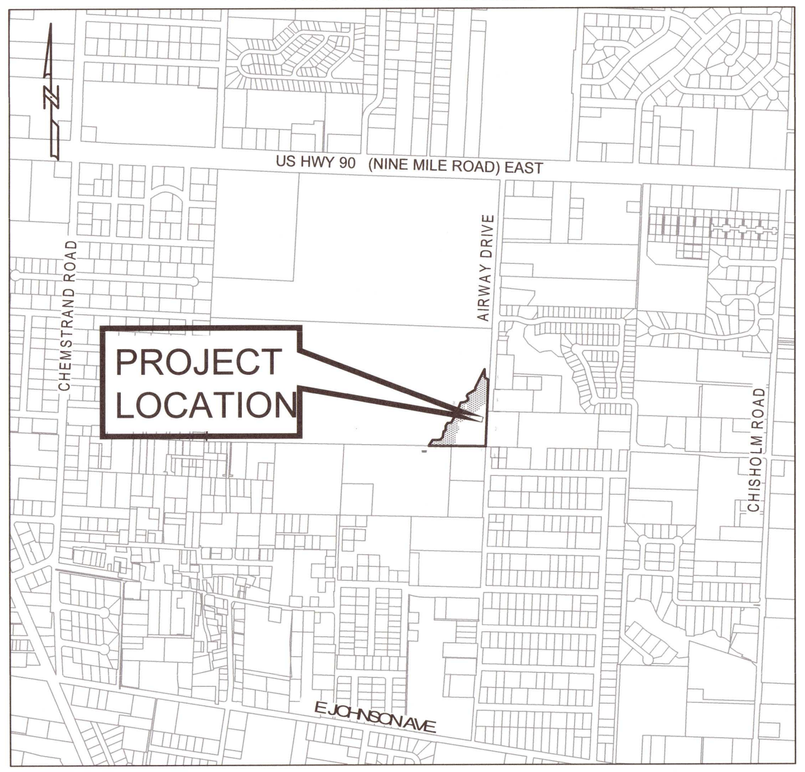
SITE DATA

Gross Project Area:	4.3 Acres (1.92 buildable)
Wetland Area:	2.38 Acres
Gross Density:	0.72 Units / Acre (Residential)
Current Zoning:	HDMU
Type of Subdivision:	Single-Family
Number of Lots:	6 Lots
Contour Interval:	One-Foot
Datum:	NGVD 1983/90
Street Length:	N/A
Type of Streets:	N/A
R/W Width:	N/A
Pavement Width:	N/A
Street Maintenance:	N/A
Stormwater Maintenance	Public
Min. Lot Area:	50' x 125' (6,250 square feet)
Min. Lot Width at Building Line:	50 feet
Min. Depth of Front Yard:	20 feet
Min. Depth of Rear Yard:	15 feet
Min. Width of Each Side Yard:	5 feet
Max. Building Area as % of Gross Lot Area:	N/A
Max. Building Height (feet):	45 feet
Max. Building Height (stories):	N/A

OWNER/DEVELOPER:
AIRWAY DEVELOPMENT, LLC
2101 CLINTON AVE STE 201
HUNTSVILLE, AL 35805

SURVEYOR:
MULLINS, LLC
41 NORTH JEFFERSON STREET, SUITE 106
PENSACOLA, FLORIDA 32502
(850) 462-8412
J. KEVIN GARDNER, PLS
FLORIDA LICENSE NO. 7258
BUSINESS CERTIFICATE NO. LB8349

ENGINEER:
MULLINS, LLC
41 NORTH JEFFERSON STREET, SUITE 106
PENSACOLA, FLORIDA 32502
(850) 462-8412
MICAH J. JONES, PE NO. 64629
BUSINESS LICENSE NO. 32689



LOCATION MAP
SCALE: 1" =1000'

GENERAL NOTES:

1. THERE IS DEDICATED HEREWITH A 5 FOOT UTILITY EASEMENT ON ALL LOT LINES ADJACENT TO RIGHTS-OF-WAY UNLESS OTHERWISE SPECIFIED.

SURVEYOR'S NOTES:

1. ALL MEASUREMENTS WERE MADE IN ACCORDANCE WITH U.S. STANDARDS.
2. THIS PLAT WAS PREPARED WITH THE BENEFIT OF A BOUNDARY SURVEY PREPARED BY SMITH CLARK & ASSOCIATES, DATED JANUARY 14 2019, BOUNDARY LINES AS DEPICTED HEREON ARE BASED ON SAID SURVEY.
3. BEARINGS AND NORTH ARROW SHOWN HEREON ARE REFERENCED TO REAL TIME KINEMATIC GPS OBSERVATIONS, FLORIDA STATE PLANE COORDINATES NORTH ZONE NAD1983, FLORIDA DEPARTMENT OF TRANSPORTATION PERMANENT REFERENCE NETWORK (FDOT FPRN) UTILIZED
4. THIS SURVEY IS BASED UPON MONUMENTATION FOUND IN PLACE AND DOES NOT PURPORT TO BE A RETRACEMENT AND PROPORTIONING OF THE ORIGINAL GOVERNMENT SURVEY.
5. THERE MAY BE ADDITIONAL RESTRICTIONS NOT SHOWN ON THIS SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF ESCAMBIA COUNTY, FLORIDA.
6. WETLANDS SHOWN HEREON ARE BASED UPON A REPORT BY BIOME, DATED 9/11/2018.
7. THIS SURVEY MEETS THE STANDARDS OF PRACTICE AS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, TO THE BEST OF MY KNOWLEDGE AND BELIEF.
8. ALL PLATTED UTILITY EASEMENTS AS SHOWN HEREON SHALL ALSO BE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF CABLE TELEVISION SERVICES IN ACCORDANCE WITH AND SUBJECT TO THE PROVISIONS OF SECTION 177.091 (28) FLORIDA STATUTES.
9. THERE SHALL BE A 10 FOOT PRIVATE DRAINAGE EASEMENT ALONG ALL COMMON LOT LINES, BEING 5 FOOT ON EACH SIDE OF SAID LINE, FENCES AND OTHER STRUCTURES SHALL NOT IMPEDE STORMWATER FLOW.
10. FENCE OR OTHER STRUCTURES SHALL NOT BE INSTALLED IN PUBLIC DRAINAGE/ACCESS EASEMENTS. THESE EASEMENTS SHALL REMAIN ACCESSIBLE AT ALL TIMES.

CERTIFICATE OF COUNTY CLERK:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURTS OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE PLAT COMPLIES WITH ALL THE REQUIREMENTS OF THE PLAT ACT (CHAPTER 177, SECTIONS 177.011 THROUGH 177.151 OF THE FLORIDA LEGISLATIVE STATUTES) AND THE SAME WAS RECORDED

ON THE _____ DAY OF _____, 2020, IN PLAT BOOK _____ AT PAGE _____ OF THE PUBLIC RECORDS OF SAID COUNTY.

_____
PAM CHILDERS, CLERK OF THE CIRCUIT COURT

CERTIFICATE OF PLAT REVIEW:

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN REVIEWED FOR CONFORMITY TO FLORIDA STATUTES CHAPTER 177, PART 1, PLATTING, BY THE OFFICE OF THE COUNTY SURVEYOR OF ESCAMBIA COUNTY, FLORIDA ON THIS _____ DAY OF _____, 2020.

_____
JOSEPH BARRETT, P.S.M., COUNTY SURVEYOR
PROFESSIONAL SURVEYOR AND MAPPER, FLORIDA CERTIFICATION No. 6260

CERTIFICATE OF APPROVAL OF COUNTY COMMISSIONERS:

I, PAM CHILDERS, CLERK OF THE CIRCUIT COURT OF ESCAMBIA COUNTY, FLORIDA, HEREBY CERTIFY THAT THE PLAT BEING PRESENTED TO THE BOARD OF COUNTY COMMISSIONERS OF SAID COUNTY AT THEIR MEETING HELD ON THE _____ DAY OF _____, 2020, WAS APPROVED FOR FILING BY SAID BOARD, AND I AS SAID CLERK OF THE CIRCUIT COURT, WAS INSTRUCTED TO SO CERTIFY HEREON.

_____
PAM CHILDERS, CLERK OF THE CIRCUIT COURT

NOTICE:
FLORIDA STATUTE 177.091 (27)

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

FLOOD CERTIFICATE:

THIS PROPERTY LIES WITHIN ZONE "X" AS SCALED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP OF ESCAMBIA COUNTY, FLORIDA, MAP NUMBER 12033C0295G, MAP REVISED DATE SEPTEMBER 29, 2006.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT SHOWN HEREON IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SURVEYED; THAT THE SURVEY WAS MADE UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT THIS PLAT COMPLIES WITH ALL THE PROVISIONS OF THE FLORIDA PLAT ACT, CHAPTER 177, SECTION 177.011 - 177.151, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME; THAT THE BOUNDARY INFORMATION ON THIS PLAT COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS / STANDARDS OF PRACTICE SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS, PURSUANT TO CHAPTER 5J-17.050, 5J-17.051 AND 5J-17.052 FLORIDA ADMINISTRATIVE CODE AND SECTION 472.027, FLORIDA STATUTES, AS AMENDED FROM TIME TO TIME; THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN PLACED AS REQUIRED BY THE LAND DEVELOPMENT CODE OF ESCAMBIA FLORIDA, AS AMENDED FROM TIME TO TIME; AND THAT SAID LAND HAS BEEN SUBDIVIDED AS SHOWN HEREON.

SIGNED ON THIS THE 23rd DAY OF APRIL, 2020.

J. KEVIN GARDNER, P.L.S.
FLORIDA LICENSE NO. 7258

J. KEVIN GARDNER LICENSE NUMBER 7258 STATE OF FLORIDA Professional Surveyor and Mapper

Approved
ESCAMBIA COUNTY DRC PLAN REVIEW

DRC Chairman Signature _____ Date 4/22/20

Printed Name: Jon Potter Hampton
Development Services Director or Designee

This document has been reviewed in accordance with the requirements of applicable Escambia County Regulations and Ordinances, and does not in any way relieve the submitting Architect, Engineer, Surveyor or other signatory from responsibility of details as drawn. A Development Order (DO) must be obtained through the Development Review Process prior to the commencement of construction. This DO approval does not constitute approval by any other agency. All additional state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of state/federal permits shall be provided to the county prior to approval of a final plat or the issuance of a building permit.

INDEX OF SHEETS:

1. DEDICATION AND CERTIFICATE SHEET
2. PLAT BOUNDARY INFORMATION

APRIL 2020
SHEET 1 OF 2 SHEETS

RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S)_____

PLAT BOOK _____, PAGE _____

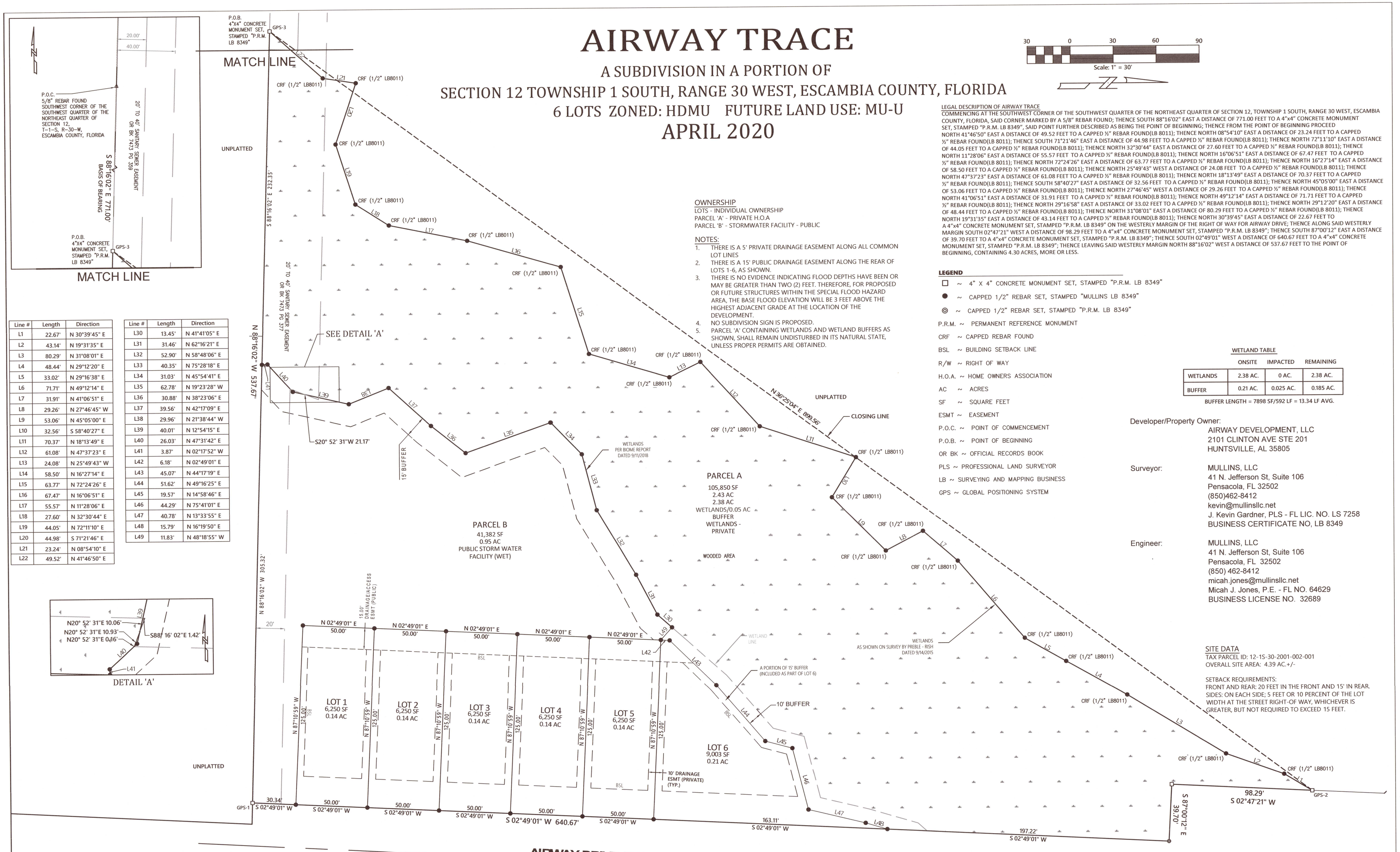
AIRWAY TRACE

A SUBDIVISION IN A PORTION OF
SECTION 12 TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA
6 LOTS ZONED: HDMU FUTURE LAND USE: MU-U
APRIL 2020

DETAIL 'A'

Line #	Length	Direction
L1	22.67'	N 30°39'45" E
L2	43.14'	N 19°31'35" E
L3	80.29'	N 31°08'01" E
L4	48.44'	N 29°12'20" E
L5	33.02'	N 29°16'38" E
L6	71.71'	N 49°12'14" E
L7	31.91'	N 41°06'51" E
L8	29.26'	N 27°46'45" W
L9	53.06'	N 45°05'00" E
L10	32.56'	S 58°40'27" E
L11	70.37'	N 18°13'49" E
L12	61.08'	N 47°37'23" E
L13	24.08'	N 25°49'43" W
L14	58.50'	N 16°27'14" E
L15	63.77'	N 72°24'26" E
L16	67.47'	N 16°06'51" E
L17	55.57'	N 11°28'06" E
L18	27.60'	N 32°30'44" E
L19	44.05'	N 72°11'10" E
L20	44.98'	S 71°21'46" E
L21	23.24'	N 08°54'10" E
L22	49.52'	N 41°46'50" E

Line #	Length	Direction
L30	13.45'	N 41°41'05" E
L31	31.46'	N 62°16'21" E
L32	52.90'	N 58°48'06" E
L33	40.35'	N 75°28'18" E
L34	31.03'	N 45°54'41" E
L35	62.78'	N 19°23'28" W
L36	30.88'	N 38°23'06" E
L37	39.56'	N 42°17'09" E
L38	29.96'	N 21°38'44" W
L39	40.01'	N 12°54'15" E
L40	26.03'	N 47°31'42" E
L41	3.87'	N 02°17'52" W
L42	6.18'	N 02°49'01" E
L43	45.07'	N 44°17'19" E
L44	51.62'	N 49°16'25" E
L45	19.57'	N 14°58'46" E
L46	44.29'	N 75°41'01" E
L47	40.78'	N 13°33'55" E
L48	15.79'	N 16°19'50" E
L49	11.83'	N 48°18'55" W



30 0 30 60 90
Scale: 1" = 30'

OWNERSHIP
LOTS - INDIVIDUAL OWNERSHIP
PARCEL 'A' - PRIVATE H.O.A
PARCEL 'B' - STORMWATER FACILITY - PUBLIC

NOTES:
1. THERE IS A 5' PRIVATE DRAINAGE EASEMENT ALONG ALL COMMON LOT LINES
2. THERE IS A 15' PUBLIC DRAINAGE EASEMENT ALONG THE REAR OF LOTS 1-6, AS SHOWN.
3. THERE IS NO EVIDENCE INDICATING FLOOD DEPTHS HAVE BEEN OR MAY BE GREATER THAN TWO (2) FEET. THEREFORE, FOR PROPOSED OR FUTURE STRUCTURES WITHIN THE SPECIAL FLOOD HAZARD AREA, THE BASE FLOOD ELEVATION WILL BE 3 FEET ABOVE THE HIGHEST ADJACENT GRADE AT THE LOCATION OF THE DEVELOPMENT.
4. NO SUBDIVISION SIGN IS PROPOSED.
5. PARCEL 'A' CONTAINING WETLANDS AND WETLAND BUFFERS AS SHOWN, SHALL REMAIN UNDISTURBED IN ITS NATURAL STATE, UNLESS PROPER PERMITS ARE OBTAINED.

LEGAL DESCRIPTION OF AIRWAY TRACE
COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 12, TOWNSHIP 1 SOUTH, RANGE 30 WEST, ESCAMBIA COUNTY, FLORIDA, SAID CORNER MARKED BY A 5/8" REBAR FOUND; THENCE SOUTH 88°16'02" EAST A DISTANCE OF 771.00 FEET TO A 4"x4" CONCRETE MONUMENT SET, STAMPED "P.R.M. LB 8349", SAID POINT FURTHER DESCRIBED AS BEING THE POINT OF BEGINNING; THENCE FROM THE POINT OF BEGINNING PROCEED NORTH 41°46'50" EAST A DISTANCE OF 49.52 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 08°54'10" EAST A DISTANCE OF 23.24 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE SOUTH 71°21'46" EAST A DISTANCE OF 44.98 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 72°11'10" EAST A DISTANCE OF 44.05 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 32°30'44" EAST A DISTANCE OF 27.60 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 11°28'06" EAST A DISTANCE OF 55.57 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 16°06'51" EAST A DISTANCE OF 67.47 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 72°24'26" EAST A DISTANCE OF 63.77 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 16°27'14" EAST A DISTANCE OF 58.50 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 25°49'43" WEST A DISTANCE OF 24.08 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 47°37'23" EAST A DISTANCE OF 61.08 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 18°13'49" EAST A DISTANCE OF 70.37 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE SOUTH 58°40'27" EAST A DISTANCE OF 32.56 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 45°05'00" EAST A DISTANCE OF 53.06 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 27°46'45" WEST A DISTANCE OF 29.26 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 41°06'51" EAST A DISTANCE OF 31.91 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 49°12'14" EAST A DISTANCE OF 71.71 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 29°16'58" EAST A DISTANCE OF 33.02 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 31°08'01" EAST A DISTANCE OF 80.29 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 19°31'35" EAST A DISTANCE OF 43.14 FEET TO A CAPPED ½" REBAR FOUND(LB 8011); THENCE NORTH 30°39'45" EAST A DISTANCE OF 22.67 FEET TO A 4"x4" CONCRETE MONUMENT SET, STAMPED "P.R.M. LB 8349" ON THE WESTERLY MARGIN OF THE RIGHT OF WAY FOR AIRWAY DRIVE; THENCE ALONG SAID WESTERLY MARGIN SOUTH 02°47'21" WEST A DISTANCE OF 98.29 FEET TO A 4"x4" CONCRETE MONUMENT SET, STAMPED "P.R.M. LB 8349"; THENCE SOUTH 87°00'12" EAST A DISTANCE OF 39.70 FEET TO A 4"x4" CONCRETE MONUMENT SET, STAMPED "P.R.M. LB 8349"; THENCE SOUTH 02°49'01" WEST A DISTANCE OF 640.67 FEET TO A 4"x4" CONCRETE MONUMENT SET, STAMPED "P.R.M. LB 8349"; THENCE LEAVING SAID WESTERLY MARGIN NORTH 88°16'02" WEST A DISTANCE OF 537.67 FEET TO THE POINT OF BEGINNING, CONTAINING 4.30 ACRES, MORE OR LESS.

LEGEND
- □ ~ 4" X 4" CONCRETE MONUMENT SET, STAMPED "P.R.M. LB 8349"
- ● ~ CAPPED 1/2" REBAR SET, STAMPED "MULLINS LB 8349"
- ◎ ~ CAPPED 1/2" REBAR SET, STAMPED "P.R.M. LB 8349"

P.R.M. ~ PERMANENT REFERENCE MONUMENT
CRF ~ CAPPED REBAR FOUND
BSL ~ BUILDING SETBACK LINE
R/W ~ RIGHT OF WAY
H.O.A. ~ HOME OWNERS ASSOCIATION
AC ~ ACRES
SF ~ SQUARE FEET
ESMT ~ EASEMENT
P.O.C. ~ POINT OF COMMENCEMENT
P.O.B. ~ POINT OF BEGINNING
OR BK ~ OFFICIAL RECORDS BOOK
PLS ~ PROFESSIONAL LAND SURVEYOR
LB ~ SURVEYING AND MAPPING BUSINESS
GPS ~ GLOBAL POSITIONING SYSTEM

WETLAND TABLE

	ONSITE	IMPACTED	REMAINING
WETLANDS	2.38 AC.	0 AC.	2.38 AC.
BUFFER	0.21 AC.	0.025 AC.	0.185 AC.

BUFFER LENGTH = 7898 SF/592 LF = 13.34 LF AVG.

Developer/Property Owner:
AIRWAY DEVELOPMENT, LLC
2101 CLINTON AVE STE 201
HUNTSVILLE, AL 35805

Surveyor:
MULLINS, LLC
41 N. Jefferson St, Suite 106
Pensacola, FL 32502
(850)462-8412
kevin@mullinsllc.net
J. Kevin Gardner, PLS - FL LIC. NO. LS 7258
BUSINESS CERTIFICATE NO, LB 8349

Engineer:
MULLINS, LLC
41 N. Jefferson St, Suite 106
Pensacola, FL 32502
(850) 462-8412
micah.jones@mullinsllc.net
Micah J. Jones, P.E. - FL NO. 64629
BUSINESS LICENSE NO. 32689

SITE DATA
TAX PARCEL ID: 12-1S-30-2001-002-001
OVERALL SITE AREA: 4.39 AC.+/-

SETBACK REQUIREMENTS:
FRONT AND REAR: 20 FEET IN THE FRONT AND 15' IN REAR.
SIDES: ON EACH SIDE; 5 FEET OR 10 PERCENT OF THE LOT WIDTH AT THE STREET RIGHT-OF WAY, WHICHEVER IS GREATER, BUT NOT REQUIRED TO EXCEED 15 FEET.

STATE PLANE COORDINATES
HORIZONTAL DATUM: NORTH AMERICAN DATUM 83/90 FLORIDA NORTH ZONE

STATION	NORTHING (FT)	EASTING (FT)	LATITUDE NORTH	LONGITUDE WEST	SCALE FACTOR	CONVERGENCE (SF)	ELEVATION	ELEVATION FACTOR	COMBINED SCALE FACTOR
GPS-1	565268.0159	1102685.5963	N 30°31'32.17"	W 87°15'00.26"	.99996792	-01°22'55.14"	106.32	.99999923	.99996715
GPS-2	566008.1395	1102682.1761	N 30°31'39.49"	W 87°15'00.50"	.99996814	-01°22'55.26"	95.16	.99999976	.99996791
GPS-3	565284.1716	1102148.1665	N 30°31'32.20"	W 87°15'06.41"	.99996792	-01°22'58.23"	101.41	.99999946	.99996739

LOCATION ESTABLISHED FROM GPS OBSERVATIONS.

TO CONVERT A GROUND DISTANCE TO A GRID DISTANCE, MULTIPLY THE GROUND DISTANCE BY THE AVERAGE COMBINED SCALE FACTOR.

APRIL 2020
SHEET 2 OF 2 SHEETS

RESTRICTIVE COVENANTS, OFFICIAL RECORDS BOOK _____, PAGE(S) _____	**PLAT BOOK _____, PAGE _____**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17773 **Growth Management Report** **12. 4.**
BCC Regular Meeting **Action**
Meeting Date: 05/07/2020
Issue: Action Item - Bentley Oaks Unit 4 Phase 2 Final Plat
From: HORACE JONES, Director
Organization: Development Services

RECOMMENDATION:

Recommendation Concerning Final Plat Bentley Oaks Unit 4, Phase 2 Permit FP# 2001255

That the Board take the following action concerning recording Bentley Oaks Unit 4, Phase 2 (a 54-lot residential subdivision), located in the Cantonment Community, lying west off County Road 297A and north of West Kingsfield Road (County Road 186). Owned and developed by Beaird Development, LLC. Prior to recording the County Surveyor and the Clerk of the Circuit Court must sign the subdivision plat as set forth in Section 2-5.7, of the Escambia Land Development Code; also, prior to recording the County Surveyor must sign the Final Plat as set forth in Chapter 177.081 (1) Florida Statute;

A. Approve the subdivision plat for recording in the public records;

B. Approve street names “Avalon Street, Quartz Avenue and Granite Lane”;

C. Accept all public easements, pond, drainage improvements within public easements as depicted upon the subdivision plat for permanent County maintenance; the cost of maintenance is to be funded through the establishment of a storm water management Municipal Services Benefit Unit (MSBU); and

D. Authorize Chairman or Vice Chairman to execute a Two-Year Warranty Agreement with Surety and Irrevocable Letter of Credit.

BACKGROUND:

The Preliminary Plat and Construction Plans were approved on November 14, 2018. The Escambia County Public Safety Department approved the street names "Avalon Street, Quartz Avenue and Granite Lane" on April 27, 2020. Development Services Department field staff inspected the improvements on May xx 2020, and found improvements substantially complete and in accordance with applicable County Requirements. An executed Two-Year Warranty Agreement with Surety will be recorded with the subdivision plat. County staff has reviewed and approves plat.

LEGAL CONSIDERATIONS/SIGN-OFF:

This recommendation is consistent with previous practices of the County Attorney's Office. The Two-Year Warranty Agreement with Surety was reviewed and approved by Kia Johnson on May xx, 2020.

PERSONNEL:

All work associated with this recommendation was done in-house and no additional staff was required. Future Road Department budgets will reflect additional cost to maintain these improvements, if any.

POLICY/REQUIREMENT FOR BOARD ACTION:

Based on Escambia County Land Development Code – with regards to providing procurement for surety to warrant subdivision improvements (Ord. #2002-9) and the Florida State Plat Act - Chapter 177.

IMPLEMENTATION REQUIREMENTS:

Once the subdivision plat has been approved by the Board and final sign-off given by the County Surveyor, the plat shall be transmitted to the Clerk of Court's Office for Clerk signatures and recording in the public records of Escambia County, Florida.

COORDINATION WITH OTHER AGENCIES/PERSONS:

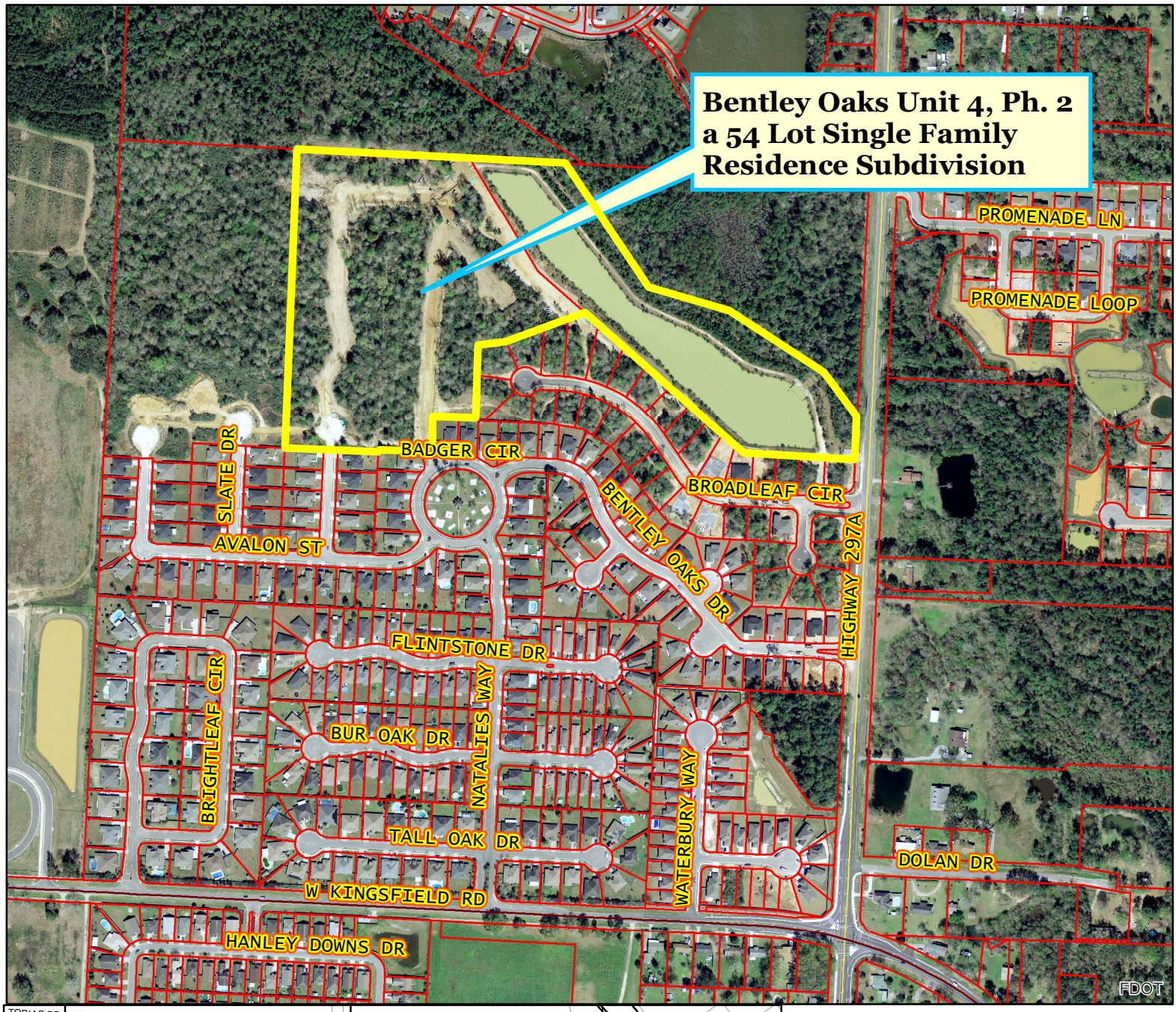
Staff has been in contact with the developer, developer's engineer and surveyor, County Engineer, County Surveyor, County Road Department, County Building Inspections and Development Services Department.

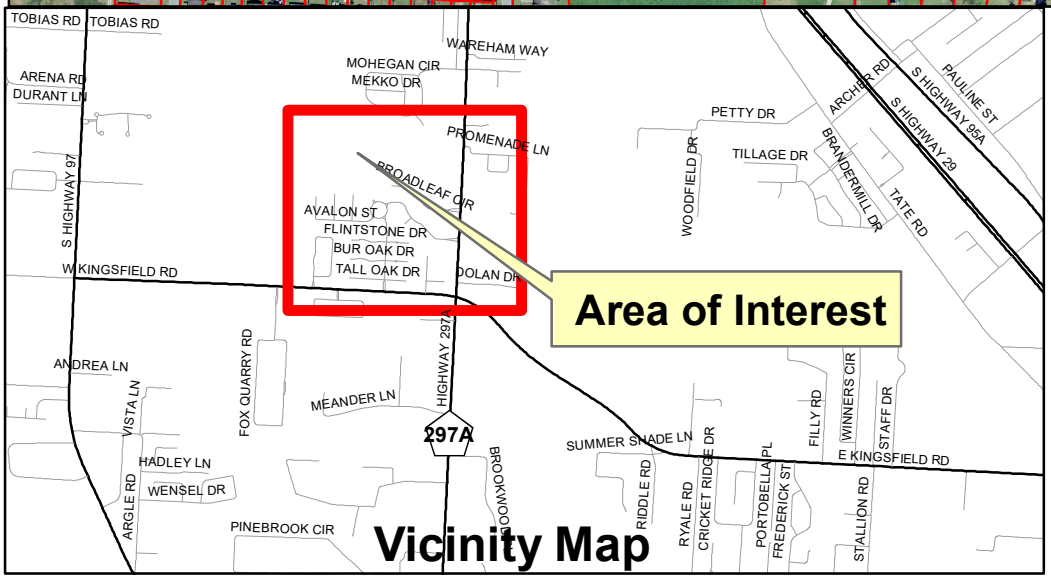
Attachments

Location/Vicinity Map

Street Name Approval Letter

Final Plat ~ Bentley Oaks Unit 4 Phase 2
54 Lot Single Family Residences





N

ESCAMBIA COUNTY FLORIDA

Surveying RGG 04/27/2020

Board of County Commissioners • Escambia County, Florida

Andrew Hamilton, Emergency Communications Chief
Public Safety Department

April 27, 2020

Street Name Approval Letter

The following names have been submitted for approval:

Avalon Street
Quartz Avenue
Granite Lane

The streets are located in:

Bentley Oaks Unit 4 Phase 2

The name was requested by:

GECI & Associates, INC
Engineers

Andrew Hamilton
Escambia County Public Safety concurs that the street names above are not duplicates of any other street names in Escambia County Florida.

_____

9-1-1 Coordinator

6575 North W Street • Pensacola, Florida 32505-1714
Telephone (850) 471-6400 • Fax (850) 471-6455
www.myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17788 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/07/2020
Issue: Community Redevelopment Agency Meeting Minutes, April 2, 2020
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Community Redevelopment Agency Meeting Minutes, April 2, 2020 - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board accept for filing with the Board's Minutes, the April 2, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

BACKGROUND:

On May 7, 2020, the CRA meeting was convened to consider approval of multiple agenda items.

BUDGETARY IMPACT:

No budgetary impact is anticipated.

LEGAL CONSIDERATIONS/SIGN-OFF:

Legal consideration is not necessary for this Recommendation.

PERSONNEL:

Neighborhood & Human Services Department/Community Redevelopment Agency (NHS/CRA) staff compile the minutes for all CRA Board Meetings. No additional personnel is necessary.

POLICY/REQUIREMENT FOR BOARD ACTION:

It is policy that all Board Minutes be approved by the CRA Board.

IMPLEMENTATION/COORDINATION:

There are no implementation or coordination tasks associated with this Recommendation.

Attachments

CRAMinutes_April22020

D R A F T

MINUTES
COMMUNITY REDEVELOPMENT AGENCY
April 2, 2020
5:30 p.m.

BOARD CHAMBERS, FIRST FLOOR,
ERNIE LEE MAGAHA GOVERNMENT BUILDING
221 PALAFOX PLACE, PENSACOLA, FLORIDA

Present: Lumon May, Commissioner, District 3 - Chairman
Jeff Bergosh, Commissioner, District 1
Doug Underhill, Commissioner, District 2
Robert Bender, Commissioner, District 4
Steven Barry, Commissioner, District 5

Staff Present: Alison Rogers, County Attorney
Janice Gilley, County Administrator
Clara Long, Interim Department Director

Call to Order. 5:30 p.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.

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 1 Jeff Bergosh

Vote: 5 - 0

I. Public Forum

II. Technical/Public Service

1 Recommendation Concerning Community Redevelopment Agency Meeting Minutes, March 5, 2020 -Clara Long, Interim Neighborhood & Human Services Department Acting Director

That the Board accept for filing with the Board's Minutes, the March 5, 2020, Community Redevelopment Agency's (CRA) Meeting Minutes, prepared by Melanie Johnson, CRA Administrative Assistant.

Motion made by Commissioner, District 2 Doug Underhill, Seconded by Commissioner, District 1 Jeff Bergosh

Vote: 5 - 0

III. Budget/Finance

1 Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements – Clara Long, Interim Neighborhood & Human Services Interim Department Director

That the Board take the following action concerning the Residential Rehab Grant Program Funding and Lien Agreements:

A. Approve the Agreements between Escambia County CRA and Inez Robinson, Gwendolyn Robinson, Francisca Marshall, and Tonya Mitchell, as Joint Tenants with Right of Survivorship, owners of residential property located at 2403 North Baylen Street, Palafox Redevelopment District, each in the amount of $3,939, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, total electrical rewiring upgrade; 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 2 Doug Underhill, Seconded by Commissioner, District 1 Jeff Bergosh

Vote: 5 - 0

IV. Discussion/Information Items

Adjournment.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17760 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/07/2020
Issue: Loan Subordination Policy
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Loan Subordination Policy - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board adopt the Loan Subordination Policy.

BACKGROUND:

The County has extended deferred and low interest loans to citizens through its HUD Community Development Block Grant (CDBG) Program, HOME Investment Partnerships (HOME) Program, and State Housing Initiatives Partnership (SHIP) Program to assist income eligible owner occupants with minor, moderate, and substantial rehabilitation of their properties or down payment/closing cost assistance for income eligible homebuyers. The Community Redevelopment Agency (CRA) has also offered deferred payment loans using Tax Increment Financing (TIF) funds to assist owners with rehabilitation of properties in CRA areas, which are provided to both owner and non-owner occupied properties.

Current policy does not allow for subordination of these County loans, as the applicant must repay the loan balance if wanting to refinance a first mortgage during the loan period. The Loan Subordination Policy will allow for an administrative waiver of this procedure provided applicant meets criteria as outlined in the attached Policy after submission for review through the Neighborhood Enterprise Division (NED) or Community Redevelopment Agency (CRA) Division, as approrpriate, with final approval by the County Administrator.

BUDGETARY IMPACT:

N/A - The County will not be responsible for any recording fees or closing costs generated by a property owner's request for subordination.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Loan Subordination policy has been reviewed and approved by the County Attorney's office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Current policy does not allow for subordination of County loans. This new policy would allow for a loan subordination in certain circumstances.

IMPLEMENTATION/COORDINATION:

The Policy will be implemented by the Neighborhood & Human Services Department in conjunction with the County Attorney's office as necessary.

Attachments

NHS Loan Subordination Policy

Board of County Commissioners
Escambia County, Florida

Title:	Loan Subordination Policy
Date Adopted:	XXX, 2020
Effective Date:	XXX, 2020
Reference:	
Policy Amended:	New Policy

Approved as to form and legal sufficiency.
By/Title:
Date: 11/1/2020

A. Purpose: To provide a policy for subordination of loans held by Escambia County as made through programs offered through the Neighborhood & Human Services (NHS) Department.

B. Overview: The County has extended deferred and low interest loans to citizens through its HUD Community Development Block Grant (CDBG) Program, HOME Investment Partnerships (HOME) Program, and State Housing Initiatives Partnership (SHIP) Program to assist income eligible owner occupants with minor, moderate, and substantial rehabilitation of their properties or down payment/closing cost assistance for income eligible homebuyers. The Community Redevelopment Agency (CRA) has also offered deferred payment loans using Tax Increment Financing (TIF) funds to assist owners with rehabilitation of properties in CRA areas, which are provided to both owner and non-owner occupied properties.

Current policy does not allow for subordination of these County loans, as the applicant must repay the loan balance if wanting to refinance a first mortgage during the loan period. In certain circumstances, a request for waiver of this policy will be considered.

C. The County Administrator may grant a loan subordination for simple refinancing without further action of the Board if all of the following criteria are satisfied:

1. The applicant is in good standing with the original County loan terms.
2. Property taxes on the subject property are current.
3. The County will remain in the same or higher mortgage position.
4. No cash out will be received at closing.
5. Applicant or lender will pay all recording and closing costs.
6. The new interest rate shall be at least one percent (1%) lower than the interest rate in effect at the time of the request.
7. The new rate shall be a fixed rate mortgage with no balloon payments or pre-payment penalty. No reverse mortgage loans will be considered.
8. The new combined loan to value ratio of all mortgages does not exceed 95%.
9. The new monthly payment shall be lower than the previous payment and include all principal, interest, taxes, and insurance (PITI). If the monthly payment is not lower, the mortgage term must be less than the original mortgage term in order to secure lifetime savings on interest over the life of the new loan.

D. Items not meeting these criteria may not be approved administratively. Applicant may request approval for all other requests from the Board of County Commissioners. It is the sole discretion of the Board to agree to subordinate its mortgage and note. Approval of a subordination request does not waive any other County loan terms or requirements.

E. For consideration of a subordination request, the NHS Department must receive and review the following from the applicant:

1. Written request for subordination received from the owner, stating the purpose of the proposed subordination. Applicant should include the following information in the request:

(a) Address of the subject property
(b) Current balance of the existing first mortgage debt, existing interest rate, monthly payment amount, and term of loan (copy of existing mortgage statement)
(c) Maximum amount of the proposed new first mortgage, new interest rate, monthly payment amount, and term of loan
(d) Information on any other indebtedness on the property including mortgage amount, rate, and term.
(e) Applicant should state whether any cash will be received at closing
(f) Applicant should provide assurance that County loan will remain in the same position.

2. Appraisal
3. Loan Estimate from Lender
4. Mortgage Commitment Letter or Agreement for New Loan
5. Authorization for Release of Information signed by applicant to permit staff to verify loan information with the lender.

The County reserves the right to require additional information if needed for further evaluation. The County Administrator is authorized to sign subordination agreements on behalf of the County that meet the requirements of this policy.

Applicant should include his/her name, address, phone number, and email in the request and submit to the following divisions as applicable.

CDBG, HOME, and SHIP loans should be submitted to:

Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32502
ned@myescambia.com

CRA loans should be submitted to:

Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502
cra@myescambia.com

SUBORDINATION REQUEST/AUTHORIZATION FOR RELEASE OF INFORMATION

This form is designed to provide the information necessary to respond to your subordination request. Please complete the entire form. Escambia County reserves the right to require additional information if necessary for further review.

Applicant's Name: _____

Property Address: _____

Lending Institution and Contact (to which County loan would be subordinated):

Lender: _____
Contact Name: _____ Contact Number: _____

County Loan Program: _____ CDBG _____ CRA _____ HOME _____ SHIP
Original County Loan Amount: $_____

	Principal Balance	**Interest Rate**	**Rate Type (fixed or variable)**	**Loan Term (Years)**	**Mortgage Payment (PITI)**
Current First Mortgage					
Proposed New Mortgage					

Reason for Request:
_____
_____
_____

Applicant Statement:
I am the owner of the subject property listed above. I certify that the information contained herein is true and accurate. I authorize the Neighborhood & Human Services Department to obtain verification from necessary sources in order to process my subordination request. By signing, I consent to sharing of information received from and about me to the Lender listed above to review my request.

I will receive no cash out as a result of the new loan. County loan will remain in the same or higher position.

Signature: _____ Date: _____
Print Name: _____

SUBORDINATION REQUEST WORKSEET
(for Staff Use)

Applicant Name: _____ Date: _____

Address: _____

All questions must be answered in the affirmative for administrative approval of subordination request.

1. Is Applicant in Good Standing with Current Program Terms (insurance, homestead exemption, etc.)? _____
2. Are Property Taxes Current? _____
3. Will the County loan stay in the same or higher mortgage position? _____
4. No cash will be received at closing. _____
5. New interest rate is 1% lower than original interest rate. _____
6. Is new first mortgage rate fixed? _____
7. Combined Loan to Value does not exceed 95%. _____
8. New Monthly payment is lower than previous first mortgage payment _____
9. If NO, does the new loan term provides a lifetime savings for the new loan due to a shorter term? _____
10. Has Owner provided subordination request with required documents? _____

County Original Loan Amount:	
Current County Loan Balance:	
Maturity Date of County Loan:	
Original Appraised Value (if known):	
Original First Mortgage Amount:	
Maturity Date of Original First Mortgage:	
Current Appraised Value:	
Proposed New First Mortgage:	
Maturity Date of New Loan:	
New Total Loan to Value Ratio (cannot exceed 95%):	

All substantiating documents must be maintained in applicant file.

Reviewer Signature: _____ Date: _____

Reviewer Recommendation to County Administrator: □ Approved □ Disapproved

Notes:

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17729 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/07/2020
Issue: Memorandum of Understanding between Escambia County Fire Rescue and Patti Marine Enterprises
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Memorandum of Understanding by and Between Escambia County Fire Rescue and Patti Marine Enterprises - John Dosh, Interim Public Safety Department Director

That the Board approve and authorize the Chairman to sign the Memorandum of Understanding (MOU) by and between Escambia County Fire Rescue (ECFR) and Patti Marine Enterprises, Inc. (PME), that identifies parameters, roles, and responsibilities for mutual aid support services that may be requested by PME and training opportunities that may be provided to ECFR by PME.

BACKGROUND:

Escambia County Fire Rescue (ECFR) desires the use of confined spaces for enclosed space entry exercises to assist in the training of ECFR firefighters. Patti Marine Enterprises (PME) desires the cooperation of ECFR as safety support and consent to allow ECFR use of PME structures for training purposes. ECFR and PME have mutually agreed to this MOU. The original Agreement between ECFR and PME was approved May 21, 2015, and will expire May 20, 2020.

If approved, the new MOU will expire five years from the date of execution by both parties.

BUDGETARY IMPACT:

There are no recurring or automatic expenses associated with this MOU.

LEGAL CONSIDERATIONS/SIGN-OFF:

Assistant County Attorney Matthew Shaud approved the MOU as to form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires such documents to be approved by it.

IMPLEMENTATION/COORDINATION:

Oversight and any potential implication of the MOU will be coordinated by Captain Craig Ammons, Escambia County Fire Rescue, in cooperation with PME.

Attachments

Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING BETWEEN ESCAMBIA COUNTY FIRE RESCUE, ESCAMBIA COUNTY, FLORIDA AND PATTI MARINE ENTERPRISES, INC.

This Memorandum of Understanding is entered into on this _____ day of _____, 2020, by and between Escambia County, a political subdivision of the State of Florida, by and through Escambia County Fire Rescue (hereinafter referred to as "ECFR"), and Patti Marine Enterprises, Inc. (hereinafter referred to as "PME").

WITNESSETH:

WHEREAS, ECFR desires the use of confined spaces for enclosed space entry exercises to assist in the training of ECFR firefighters; and

WHEREAS, PME, a local shipbuilder, desires the cooperation of ECFR as safety support to PME in fulfilling PME's responsibilities under the OSHA Confined Space Entry Standard; and

WHEREAS, PME consents to allow ECFR use of their structures for training purposes; and

WHEREAS, PME agrees to hold harmless and release ECFR from any and all liability that may arise from ECFR training exercises; and

WHEREAS, PME and ECFR previously entered into a similar Memorandum of Understanding on or about May 21, 2015, which expires in May 2020; and

WHEREAS, PME and ECFR desire to continue to cooperatively support ongoing knowledge, training, and skill development for confined space rescues; and

NOW, THEREFORE, for and in consideration of the promises and mutual covenants contained herein, the ECFR and PME agree as follows:

1. Recitals. The recitals contained in the preamble to this Memorandum of Understanding are true and correct and incorporated herein by reference.

2. Purpose. The purpose of this Memorandum of Agreement is to establish an agreement between the parties to provide mutually beneficial support. This memorandum of understanding ("Agreement") describes the procedures by which PME may utilize ECFR as its off-site rescue service and by which ECFR may utilize PME vessels to conduct training exercises.

3. Responsibilities of the Parties:

A. ECFR:

1. ECFR shall provide safety support to PME, in fulfilling PME's responsibilities under the OSHA Confined Space Entry standard, 29 CFR 1915 Subpart B. Specifically, ECFR shall serve as the Outside Shipyard Rescue Team pursuant that standard.
2. ECFR shall provide insurance coverage and compensation for its personnel conducting training exercises at the PME property.
3. ECFR shall provide insurance coverage and compensation for its personnel responding to any emergency at the PME property.
4. ECFR will respond to a notification by PME of a "permit required" confined space entry, by ensuring that an ECFR response and rescue capability is available to PME until notification from PME is received that the "permit required" entry is complete.
5. In the event that the response and rescue capability at ECFR is directed to another Fire Department emergency, an alternate response and rescue station will be identified and assigned. ECFR will notify PME of this occurrence and the appropriate contacts at the newly assigned station. If circumstances occur where no alternate response and rescue capability is available at ECFR, PME shall be immediately notified and the PME team working in the "permit required" confined space shall be immediately withdrawn from that work environment until such time as the response and rescue capability can be reestablished.

B. PME:

1. PME will identify any vessel subject to this Agreement and notify ECFR of the general nature of the work PME expects to be completed on the vessel and the duration of time the vessel is projected to be at PME. Vessels may be undergoing new construction or repair.
2. PME will provide ECFR with a list of any expected special hazardous conditions likely to be encountered in the construction, repair, and/or modification of the vessel.
3. PME will provide an orientation on-board any vessel subject to this Agreement. Such orientation shall be sufficiently comprehensive to ensure ECFR has appropriate familiarity with the vessel in the event an emergency occurs on-board the vessel requiring ECFR response.
4. PME will allow ECFR to use PME vessels to conduct training exercises at mutually agreed times.
5. PME acknowledges and agrees that PME property may sustain damage as a result of training exercises and further agrees to hold ECFR harmless for any damages sustained.

4. Notices. Any and all notices shall be delivered to the parties at the following addresses (or such changed address or addressee as may be provided by notice). A notice

or other communication shall be deemed received by the addressee on the next business day after having been placed in overnight mail with the U.S. Postal Service, or other overnight express service, such as FedEx, UPS, or similar service. Notices sent by means other than overnight delivery shall be deemed received when actually received by the addressee:

FOR PME:
Frank Patti, Jr, Owner
Patti Marine Enterprises
306 South Pinewood Lane
Pensacola, Florida 32507

FOR THE COUNTY:
Paul Williams, Acting Fire Chief
Escambia County Fire Rescue
6575 N. W Street
Pensacola, Florida 32505

5. Liability and Indemnification. Each party shall be liable only for its own acts or omissions. Nothing in this Agreement shall extend the liability of the County beyond the limits established in § 768.28, Florida Statutes, as amended, or serve as a waiver of sovereign immunity by the County, and nothing herein shall be construed as consent by the County to be sued by third parties in any matter arising out of this Agreement.

6. Hold Harmless. PME agrees to hold harmless, pay on behalf of, protect, defend, and indemnify ECFR, its officers, agents, and employees from and against any demand, claim, suit, loss, expense, or damage which may be asserted against any of them by reason of any alleged loss or damage to property or injury to or death of any person arising out of or in any way related to the Agreement. PME's obligation is not limited by, or in any way to, any insurance coverage or by any provision in or exclusive or omission from any policy of insurance.

7. Entire Agreement; Amendment. This Agreement with all incorporated attachments and exhibits represents the entire agreement of the parties. This Agreement may be amended by mutual written agreement of the parties.

8. Records. The parties acknowledge that this Agreement and any related financial records, and its 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 any party fails to abide by provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving the party seven days written notice, terminate this Agreement.

9. Term. It is understood and agreed that the relationship established by this Agreement is meant to be for the benefit of both parties, and that this Agreement shall be effective on the date of execution by both parties and shall continue for a term of five (5) years, unless otherwise terminated, suspended, or modified in writing by an appropriate amendment

executed by both parties. In no event shall the term of this Agreement exceed the duration of five (5) years from the date of commencement.

10. Modification and Termination. This agreement may be cancelled or terminated with or without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Any and all amendments must be made in writing by the parties before becoming effective.

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 for any matter which is the subject of this agreement shall be in the County of Escambia.

12. 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.

13. Assignment. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the parties, without prior written consent of the other party.

14. No Waiver. The failure of either party to insist upon the strict performance of the terms and condition herein 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 by and through its Board of County Commissioners signing by and through its Chairman who is authorized to execute the same and Patti Marine Enterprises, Inc. by and through its Owner authorized to execute the same.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Escambia County Florida, a political Subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

Date: _____
BCC Approved: _____

_____
Deputy Clerk
(Seal)

PATTI MARINE ENTERPRISES, INC.

By: _____
Frank Patti, Owner

ATTEST: CORPORATE SECRETARY

By: _____
Secretary

Date: _____

(SEAL)

Approved as to form and legal sufficiency.

By: Matthew R. Shaud
Title: Assistant County Attorney
Date: 3/12/2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17818 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/07/2020
Issue: Request for Disposition of Property
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Request for Disposition of Property for the Public Safety Department - John Dosh, Interim 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 item has been found to be of no further usefulness to the County; thus, it is requested that it 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 form 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 item be picked up for disposal. Please coordinate with Eric Gilmore.

Attachments

Plotter Disposition of Property

REQUEST FOR DISPOSITION OF PROPERTY
ESCAMBIA COUNTY, FLORIDA

TO: Clerk & Comptroller's Finance Department

FROM: Disposing Department: Public Safety COST CENTER NO: 330403

Tamika Williams DATE: 3/11/2020

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	49253	HP DesignJet 1055CM Plotter/Printer	SG07I3313C	C6075A		Used

Disposal Comments: Belts worn out. 15-20 years old model. Not worth fixing or maintaining. Not being utilized.

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: 4/21/20

FROM: Escambia County Department Director (Signature):

Director (Print Name): John Dosh, Interim Director

RECOMMENDATION:

TO: Board of County Commissioners

Meeting Date: _____

Approved by the County Commission and Recorded in the Minutes of:

Pam Childers, Clerk of the Circuit Court & Comptroller

By (Deputy Clerk)

This Equipment Has Been Auctioned / Sold

by: _____

Print Name Signature Date

Property Tag Returned to Clerk & Comptroller's Finance Department

Clerk & Comptroller's Finance Signature of Receipt Date

Property Custodian, please complete applicable portions of disposition form. See Disposal process charts for direction. rev. sh 11.19.13

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17664 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/07/2020
Issue: 9:01 a.m. Public Hearing Request - Upland Woods Street Lighting MSBU
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Upland Woods Street Lighting Municipal Services Benefit Unit - Stephan Hall, Budget Manager, Management and Budget Services

That the Board authorize the scheduling of a public hearing on May 21, 2020, at 9:01 a.m., to consider adoption of an ordinance creating the Upland Woods Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The property owners in Upland Woods have submitted a petition requesting the creation of a street lighting MSBU. The petition is sufficient to meet the MSBU Guidelines and Procedures because greater than fifty-five percent of property owners signed in approval.

The Upland Woods lighting district plan proposal:
*16 Assessable lots located in Commission District 5
*4 Lights in initial plan
*Year 1 Assessment: $132.79, includes reserves and 17 months of service
*Year 2 and Beyond Assessment: $87.55, 12 months of service

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of public hearings per F.S. 166.41.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the public hearing by mail and by advertisement in the Pensacola News Journal.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17649 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/07/2020
Issue: 9:02 a.m. Public Hearing Request - Cedar Ridge Street Lighting MSBU
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Scheduling of a Public Hearing for the Cedar Ridge Street Lighting Municipal Service Benefit Unit - Stephan Hall, Budget Manager, Management & Budget Services

That the Board authorize the scheduling of a Public Hearing on May 21, 2020, at 9:02 a.m., to consider adoption of an Ordinance creating the Cedar Ridge Street Lighting Municipal Services Benefit Unit (MSBU).

BACKGROUND:

The property owners in Cedar Ridge have submitted a petition requesting the creation of a street lighting MSBU. The petition is sufficient to meet the MSBU Guidelines and Procedures because greater than fifty-five percent of property owners signed in approval.

The Cedar Ridge Street Lighting MSBU plan proposal:
* 29 assessable lots located in Commission District 5
* 11 street lights
* Assessments are estimated to be:
  1st year - $92 (includes a reserve and 18 months of costs)
  Subsequent years - $58

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Board must approve the scheduling of Public Hearings per F.S. 166.41.

IMPLEMENTATION/COORDINATION:

The property owners will be notified of the date, time and place of the Public Hearing by mail and by advertisement in the Pensacola News Journal.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17807 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/07/2020
Issue: A Reappointment to the Escambia Marine Advisory Committee
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning a Reappointment to the Escambia Marine Advisory Committee - Janice P. Gilley, County Administrator

That the Board waive the Board's Policy, Section I, Part B 1.(D), Appointment Policy and Procedures, and confirm the County Administrator's reappointment of Captain Ed Fish to the Escambia Marine Advisory Committee (EMAC), for a four-year term, effective May 1, 2020, through April 30, 2024, or at the discretion of the County Administrator.

BACKGROUND:
The Escambia Marine Advisory Committee is charged to explore research, provide technical expertise, and make recommendations to the Board of County Commissioners regarding the development, administration and preservation of the County's marine resources.

Captain Ed Fish's Resume is provided for the Board's review.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I, Part B.1, of the Board of County Commissioners' Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ed Fish Resume

Resume of Marine Experience

Capt. Ed Fish

814 Panferio Dr., Pensacola Beach, FL 32561

1. Recreational fisherman and Escambia County resident since 1962

2. Hold US Coast Guard Captain License since 2004

3. Host a fishing-related radio show since 1995 (receive weekly comments and questions from local marine recreational stakeholders)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17829 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/07/2020
Issue: New Escambia County Board of County Commissioners' Organizational Chart
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Board of County Commissioners' Organizational Chart - Janice P. Gilley, County Administrator

That the Board take the following action regarding the proposed Escambia County Board of County Commissioners' Organizational Chart, as provided:

A. Approve the proposed Escambia County Board of County Commissioners' Organizational Chart;

B. Acknowledge the relocation of the Animal Services division from Building Services to the Community and Administrative Branch as a separate division;

C. Confirm the appointment of Mrs. Clara Long as the Director of the Neighborhood and Human Services Department, with an annual salary of $92,164 and a $400 monthly vehicle allowance. Mrs. Long has been serving as both the Interim Director and the CRA Division Manager since August 2019. She has served Escambia County since 2001 and has been in the Community Redevelopment Agency since 2003. This position is currently budgeted in the Fiscal Year 2019-2020;

D. Confirm the appointment of Mr. Chips Kirschenfeld as a Deputy County Administrator. Chips will maintain his position as Director of Natural Resources Management while also serving in senior leadership to assist with the management of operations, the oversight of major projects, and supervision of departments under the direction of the Assistant County Administrator for the Community and Administrative branch. Mr. Kirschenfeld will maintain his current salary which is budgeted in the Fiscal Year 2019-2020; and

E. Confirm the appointment of Mr. Wes Moreno as a Deputy County Administrator. Mr. Moreno will maintain the position of Director of Public Works while also serving in senior leadership to assist with the management of operations, the oversight of major projects, and supervision of departments under the direction of the Assistant County Administrator for the Infrastructure and Public Safety branch. The funds for a 5% salary increase for additional duties are available in the department budget for the Fiscal Year 2019-2020.

BACKGROUND:

The County Administrator provides an updated organizational chart to the Board of County Commissioners as needed.

BUDGETARY IMPACT:

Funding is available for all positions in this Recommendation in the Fiscal Year 2019-2020 budget.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Organizational Chart

Citizens of Escambia County

Board of County Commissioners

County Administrator

Communications and Media Relations
Extension Services & 4-H
Human Resources
Information Technology
Office of Compliance & Ethics
Veterans Affairs

Community and Administrative Assistant County Administrator

Animal Services
Library Services
Management and Budget
Mass Transit
Neighborhood & Human Services
Natural Resources (Deputy CA)
Parks and Recreation
Pensacola Bay Center
Purchasing Office

Infrastructure and Public Safety Assistant County Administrator

Building Services
Corrections
Development Services
Economic Development
Engineering
Facilities Management
Public Safety
Public Works (Deputy CA)
Waste Services

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17781 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/07/2020
Issue: Interlocal Agreement with the City of Pensacola for Use of the Raymond Riddle Park
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Interlocal Agreement with the City of Pensacola for Use of the Raymond Riddle Park - Michael E. Rhodes, Parks and Recreation Department Director

That the Board approve and authorize the Chairman to sign the Interlocal Agreement for the use of the Raymond Riddle Park by the City of Pensacola, between Escambia County, Florida, and the City of Pensacola, Florida.

NON-ADA COMPLIANT DOCUMENT TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Interlocal Agreement

BACKGROUND:

Escambia County and the City of Pensacola agree that providing the City with access and use of Raymond Riddle Park for various youth and adult recreation programs will benefit both Escambia County and City residents by providing a park location for athletic and recreational activities. The City will be responsible for utility costs and other costs associated with activities under their direction during this time frame as noted in the Agreement.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The Interlocal Agreement was reviewed and approved as to legal sufficiency by Matthew R. Shaud, Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board Policy requires that documents such as these be approved by the Board.

IMPLEMENTATION/COORDINATION:

Oversight and any potential implementation of the Interlocal Agreement will be coordinated by Michael E. Rhodes, Director, Parks and Recreation Department.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17819 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/07/2020
Issue: Park License and Management Agreement for County Athletic Parks
From: Michael Rhodes, Dept Director
Organization: Parks and Recreation
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Park License and Management Agreement for County Athletic Parks - Michael Rhodes, Parks and Recreation Department Director

That the Board take the following action concerning a Park License and Management Agreement for County athletic parks, between Escambia County and volunteer athletic associations:

A. Approve the Agreement authorizing license and management of County-owned property for public recreation purposes with the following volunteer athletic organization:

- Pensacola Men's Baseball League, Inc., at Bellview Park; and

B. Authorize the Chairman to sign the Park License and Management Agreement for the same aforementioned volunteer athletic organization, effective upon Board approval.

NON-ADA COMPLIANT DOCUMENT TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Park License and Management Agreement

BACKGROUND:

The Parks and Recreation Department, at the direction of the Board of County Commissioners, has partnered with volunteer/parent athletic organizations to provide organized recreational sports activities for Escambia County citizens. These organizations successfully provide t-ball, softball, baseball, football, lacrosse, cheerleading, soccer, and flag football activities, benefiting thousands of

citizens each year.

The majority of County athletic parks operate under Park License and Management Agreements. A copy of the Park License and Management Agreement has been distributed under separate cover for reference purposes.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

This Park License and Management Agreement was prepared in conjunction with the County Attorney's Office, and was approved for form and legal sufficiency.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires the approval of the Board for License and Management Agreements for County park property, as well as for the authorization of the Chairman's signature on the Park License and Management Agreements.

IMPLEMENTATION/COORDINATION:

The Parks and Recreation Department will coordinate all efforts between Escambia County and the athletic organizations.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17869 **County Administrator's Report 12. 11.**
BCC Regular Meeting **Technical/Public Service Consent**
Meeting Date: 05/07/2020
Issue: Ratification of the IAEP Local R5-325 Collective Barganing Agreement
From: Jana Still, Department Director
Organization: Human Resources
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Ratification of the IAEP Local R5-325 Collective Bargaining Agreement - Jana Still, Human Resources Department Director

That the Board approve and authorize the Chairman to execute the Ratification Certificate for the Collective Bargaining Agreement between the Escambia County Board of County Commissioners (BCC) and the International Association of EMTs and Paramedics/National Association of Government Employees/Service Employees International Union (IAEP), Local R5-325.

(THE COLLECTIVE BARGANING AGREEEMENT WILL BE DISTRIBUTED UNDER SEPARATE COVER)

BACKGROUND:

The Collective Bargaining Agreement expired September 30, 2019. Negotiations between the Union and County Administration were held October 30, 2019, October 31, 2019, February 12, 2020, and the final meeting in which both parties reached an agreement was held on April 21, 2020.

BUDGETARY IMPACT:

The terms of the negotiated Contract are within the established budget of the departments impacted.

LEGAL CONSIDERATIONS/SIGN-OFF:

A representative from the County Attorney's office participated in the negotiations, has reviewed the Collective Bargaining Agreement, and concurs.

PERSONNEL:

The Human Resources Department will administer all terms of the Contract.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval for Contracts. This Recommendation is also consistent with Florida Statutes.

IMPLEMENTATION/COORDINATION:

The Contract will be implemented upon approval of the Board.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17789 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Residential Rehab Grant Program Funding and Lien Agreements
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Residential Rehab Grant Program Funding and Lien Agreements - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the May 7, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity of the Escambia County Community Redevelopment Agency (CRA), concerning the Residential Rehab Grant Program Funding and Lien Agreements:

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

1. The Agreements between Escambia County CRA and James Jr. and Lillie D. Jernigan, owners of residential property located at 710 Vendee Lane, Palafox Redevelopment District, each in the amount of $3,772, representing an in-kind match through the Palafox Tax Increment Financing (TIF), Fund 151, Cost Center 370115, total electrical rewiring upgrade;

2. The Agreements between Escambia County CRA and Stephen Young and Marjory Tandy, owners of residential property located at 701 Lakewood Road, Barrancas Redevelopment District, each in the amount of $3,550, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement roof;

3. The Agreements between Escambia County CRA and Stephen M. Young, owner of residential property located at 201 Hermey Avenue, Barrancas Redevelopment District, each in the amount of $2,350, representing an in-kind match through the Barrancas Tax Increment Financing (TIF), Fund 151, Cost Center 370116, replacement 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 residential properties within the designated CRA areas. A rendering of each project is attached.

On May 7, 2020, at 5:30 p.m., a CRA meeting was convened to consider approval of the various agenda items.

BUDGETARY IMPACT:

Funding for the Grants will be provided as follows: 1. James Jr. and Lillie D. Jernigan, Palafox TIF, Cost Center 370115, in the amount of $3,772;
2. Stephen Young and Marjory Tandy, Barrancas TIF, Cost Center 370116, in the amount of $3,550; and
3. Stephen M. Young, Barrancas TIF, Cost Center 370116, in the amount of $2,350.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Funding and Lien Agreements were reviewed and approved as to form and legal sufficiency by the County Attorney's Office.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff will handle these Grant awards.

POLICY/REQUIREMENT FOR BOARD ACTION:

Board approval is required for disbursement of funds to all private individuals or outside agencies.

IMPLEMENTATION/COORDINATION:

NHS/CRA staff, in coordination with the property owner, handles all implementation tasks. NHS/CRA staff will monitor the work in progress and will be responsible for compiling the necessary documentation prior to the Grant award.

Attachments

Agreement_710 Vendee Lane_May2020
Agreement_701 Lakewood Road_May72020

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **May 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **James Jr. and Lillie D. Jernigan,** (the "Recipient"), owners of residential property located at **710 Vendee Lane,** Pensacola, Florida, **32505**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the total amount of **$3,772**, 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 **$3,772**, which shall be comprised of a cash contribution of **$3,772**.

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 **7th** day of **May 2020**, and the Project shall be complete on or before the **7th** day of **August 2020**, (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:
Megan Polk
Development Program Manager
Neighborhood and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, Florida 32502

Recipient:
James Jr. and Lillie D. Jernigan
710 Vendee Lane
Pensacola, Florida 32505

All notices shall be sent by certified mail, return receipt requested.

18. No Discrimination: The Recipient shall ensure that this Agreement is performed and executed in a non-discriminatory manner, consistent with state and federal civil rights legislation. All services and access shall be available without regard to race, creed, color, handicap, familial status, disability, religion, or national origin.

19. Entire Agreement: This Agreement contains the entire agreement between the parties and no representations, inducements, promises, or other agreements between the parties not contained in this Agreement will be of any force and effect.

20. No Waiver: This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

21. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be construed in accordance with the laws of Florida. Any action relating to this Agreement shall be instituted and prosecuted in the courts of Escambia County, Florida, and each party waives the right to change of venue.

22. If any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

23. The headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

24. If any date herein set forth for the performance of any obligations, or the delivery of any instrument, or for the giving of any notice by the parties such as herein provided, shall be on Saturday, Sunday, or legal holiday such compliance shall be deemed acceptable on the next business day following such Saturday, Sunday, or legal holiday.

25. Each individual executing this Agreement on behalf of a business or government entity represents and warrants that they are duly authorized to execute and deliver this Agreement on behalf of their respective principal, in accordance with duly adopted action or authority of the governing Board of each party, and that this Agreement is binding upon each party in accordance with its terms.

For: Board of County Commissioners of Escambia County

By: _____
Steven Barry, Chairman

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

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

(SEAL)

For Recipient:

James Jernigan Jr.
James Jernigan Jr., Property Owner

Lillie D Jernigan
Lillie D. Jernigan, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 17 day of March 2020 by James Jernigan Jr., Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers License as identification.

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 17 day of March 2020 by Lillie D. Jernigan, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers License as identification.

Signature of Notary Public

(Notary Seal)

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

Megan Trinarian Polk
Printed Name of Notary Public

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/12/20

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **James Jr. and Lillie D. Jernigan**
Property Address: **710 Vendee Lane, Pensacola, Florida, 32505**

The "Project" includes the following improvement to the above referenced property:

Total electrical rewiring upgrade

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
James Jernigan Jr. and Lillie D. Jernigan Husband and Wife	**710 Vendee Lane Pensacola, Florida 32505**	**16-2S-30-4000-240-002**

Total Amount of Lien **$3,772**

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:

James Jernigan Jr.

James Jernigan Jr., Property Owner

Lillie D. Jernigan

Lillie D. Jernigan, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 17 day of March 2020 by James Jernigan Jr., Property Owner. He (__) is personally known to me or (X) has produced FL Drivers License as identification.

The foregoing instrument was acknowledged before me, by means of ☑ physical presence or ☐ online notarization, this 17 day of March 2020 by Lillie D. Jernigan, Property Owner. She (__) is personally known to me or (X) has produced FL Drivers License as identification

Signature of Notary Public

(Notary Seal)

MEGAN TRINARIAN POLK
Notary Public - State of Florida
Commission # GG 944672
My Comm. Expires Jan 6, 2024
Bonded through National Notary Assn.

Megan Trinarian Polk
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

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

Date Executed: _____

BCC Approved: _____

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/12/20

This instrument prepared by:
Megan Polk, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Ste. 305
Pensacola, FL 32502

Before (taken 3/3/2020)

Total Electrical Rewiring Upgrade

710 Vendee Lane

James Jr. and Lillie Jernigan

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **May 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Stephen Young and Marjory Tandy** (the "Recipient"), owner of residential property located at **701 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 has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$3,550**, 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 **$3,550** which shall be comprised of a cash contribution of **$3,550**.

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 **7th** day of **May 2020**, and the Project shall be complete on or before the **7th** day of **August 2020**, (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 and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Stephen Young and Marjory Tandy
701 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

By: _____
Steven Barry, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

Approved as to form and legal sufficiency.

By/Title:

Date: 3/24/20

For Recipient:

_____
Stephen Young, Property Owner

_____
Marjory Tandy, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 25th day of March, 2020 by Stephen Young, Property Owner. He (✓) is personally known to me or (___) has produced N/A as identification.

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 25th day of March, 2020 by Marjory Tandy, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp. 2-21-24 as identification.

_____
Signature of Notary Public

Sherry Duffey
_____
Printed Name of Notary Public

(Notary Seal)

SHERRY A. DUFFEY
Notary Public - State of Florida
Commission # GG 937310
My Comm. Expires Dec 10, 2023
Bonded through National Notary Assn.

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Stephen Young and Marjory Tandy**
Property Address: **701 Lakewood Road, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement 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	Address of Property	Property Reference No.
Stephen Young and Marjory Tandy A Married Couple	**701 Lakewood Road Pensacola, FL 32507**	**59-2S-30-1000-012-008**

Total Amount of Lien **$3,550**

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:

Stephen Young, Property Owner

Marjory Tandy, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this _____ day of _____, 2020 by Stephen Young, Property Owner. He (✓) is personally known to me or (___) has produced N/A as identification.

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 25th day of March, 2020 by Marjory Tandy, Property Owner. She (__) is personally known to me or (___) has produced FL DL exp 2-21-24 as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

SHERRY A. DUFFEY
Notary Public - State of Florida
Commission # GG 937310
My Comm. Expires Dec 10, 2023
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 3/24/20

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before (taken 3/17/2020)

Replacement Roof

701 Lakewood Road – Stephen Young and Marjory Tandy

ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY
RESIDENTIAL REHAB GRANT PROGRAM FUNDING AGREEMENT

THIS FUNDING AGREEMENT is made and entered into this **7th** day of **May 2020,** by and between the ESCAMBIA COUNTY COMMUNITY REDEVELOPMENT AGENCY, (the "CRA"), 221 Palafox Place, Pensacola, Florida 32502 and **Stephen M. Young** (the "Recipient"), owner of residential property located at **201 Hermey Avenue,** Pensacola, Florida, **32507**.

WITNESSETH:

WHEREAS, the CRA has established the **Residential Rehab Grant Program** (the "Program") to provide grants to qualified property owners for projects within the boundaries of the County's designated Community Redevelopment Areas; and

WHEREAS, the Recipient has applied for a grant to fund the project described in **EXHIBIT I** of this Agreement (the "Project"); and

WHEREAS, the parties wish to define their rights and obligations with respect to the Project and the Program grant to be provided to the Recipient.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

1. Recitals: The above recitals are incorporated into this Agreement.

2. **Residential Rehab Grant Program:** The CRA awards to the Recipient a matching Grant in the maximum amount of **$2,350**, which, together with any matching funds provided by the Recipient, shall be expended solely for the construction and completion of the Project described in **EXHIBIT I**, which is hereby fully incorporated into this agreement.

3. In-Kind Match: The Recipient shall provide matching funds in the total amount of **$2,350** which shall be comprised of a cash contribution of **$2,350**.

4. Project: The Project funded by the grant is defined in **EXHIBIT I.** The Recipient shall supervise the work performed and ensure proper maintenance of the Project. The CRA will not be responsible in any manner for the selection of a contractor. Work on the Project shall not commence until the Recipient receives written notification from the CRA that the Project may proceed.

5. Term: The work to be performed for the Project shall commence after the **7th** day of **May 2020**, and the Project shall be complete on or before the **7th** day of **August 2020**, (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 and Human Services Dept.
Community Redevelopment Agency
221 Palafox Place
Pensacola, Florida 32502

Recipient:
Stephen M. Young
201 Hermey 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: _____
Steven Barry, Chairman

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

Date Executed: _____

By: _____
Deputy Clerk

BCC Approved: _____

(SEAL)

For Recipient:

_____
Stephen M. Young, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 25th day of March, 2020 by Stephen M. Young, Property Owner. He (✓) is personally known to me or (___) has produced N/A as identification.

_____
Signature of Notary Public

Sherry Duffey
_____
Printed Name of Notary Public

(Notary Seal)

SHERRY A. DUFFEY
Notary Public - State of Florida
Commission # GG 937310
My Comm. Expires Dec 10, 2023
Bonded through National Notary Assn.

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/24/20

EXHIBIT I

RESIDENTIAL REHAB GRANT PROJECT

Property Owner(s): **Stephen M. Young**
Property Address: **201 Hermey Avenue, Pensacola, Florida, 32507**

The "Project" includes the following improvement to the above referenced property:

Replacement 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	Address of Property	Property Reference No.
Stephen M. Young	**201 Hermey Avenue**	**59-2S-30-1000-012-008**
A Married Man	**Pensacola, FL 32507**	

Total Amount of Lien **$2,350**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Stephen M. Young, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of (✓) physical presence or (__) online notarization, this 25th day of March, 2020 by Stephen M. Young, Property Owner. He (✓) is personally known to me or (___) has produced N/A as identification.

Signature of Notary Public

(Notary Seal)

Printed Name of Notary Public

SHERRY A. DUFFEY
Notary Public - State of Florida
Commission # GG 937310
My Comm. Expires Dec 10, 2023
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 3/24/20

This instrument prepared by:
Sherry Duffey, Development Program Manager
Neighborhood and Human Services Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Before (taken 3/17/2020)

Replacement Roof

201 Hermey Avenue – Stephen M. Young

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17790 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Cancellation of Residential Rehab Grant Program Liens
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Cancellation of Residential Rehab Grant Program Liens - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board ratify the following May 7, 2020, action of the Board of County Commissioners of Escambia County, acting in its capacity as the Escambia County Board of County Commissioners, concerning the cancellation of the Residential Rehab Grant Program Liens:

A. Approving the following cancellations of 12 Residential Rehab Grant Program Liens, as the Grant recipients have met their one-year of compliance with the Residential Rehab Grant Program:

Property Owners	Address	Amount
Richard R. and Charlotte L. Birge	101 Edgewater Drive	$3,212
Norman D. and Virginia A. Boyd	601 Pelham Road	$2,750
Wanda D. Brown	416 South First Street	$2,650
Thomas J. Clayton	1 Greve Road	$4,365
Patricia L. Greene	309 Payne Road	$2,700
David Joe Marcum and Sandra Elaine Klihnl Marcum	116 SE Gilliland Road	$5,950
Marilyn R. Mulvey	602 Lakewood Road	$6,000
Jerry R. and Jan M. Robbins	209 Baublits Road	$3,750
John R. Ryan	107 Payne Road	$2,397
Gary S. Slocum	6 Earl Court	$3,502
David Toellner	310 Payne Road	$6,000
Jay A. Yedrysek	209 Greve Road	$2,707

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:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, has reviewed and approved the Cancellation of Lien documents as to form and legal sufficiency.

PERSONNEL:

Neighborhood & Human Services/Community Redevelopment Agency (NHS/CRA) staff coordinates the Residential Rehab Grant Program and all associated administrative functions.

POLICY/REQUIREMENT FOR BOARD ACTION:

Current practice requires Board approval for Residential Rehab Grant Program lien cancellation.

IMPLEMENTATION/COORDINATION:

Upon obtaining the Chairman's signature, the Clerk of Court will record the Cancellation of Lien documents for the owners.

Attachments

LienCX_Birge_May2020
LienCX_Boyd_May2020
LienCX_Brown_May2020
LienCX_Clayton_May2020
LienCX_Greene_May2020
LienCX_Marcum_May2020
LienCX_Mulvey_May2020
LienCX_Robbins_May2020
LienCX_Ryan_May2020
LienCX_Slocum_May2020
LienCX_Toellner_May2020
LienCX_Yedrysek_May2020

Pensacola, FL 32502
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 **$3,212** executed by **Richard R. and Charlotte L. Birge**, and recorded in Official Record Book **8088** at page **1015** 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: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/13/20

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305

Escambia County
Clerk's Original

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019038329 5/2/2019 3:27 PM
OFF REC BK: 8088 PG: 1015 Doc Type L
Recording $18.50

3/7/2019 CAK II-4 A(3)

Escambia County Community Re
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Date: 3/11/2019 Verified By:

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Richard R. and Charlotte L. Birge	**101 Edgewater Drive Pensacola, FL 32507**	**37-2S-30-1000-021-001**

Total Amount of Lien **$3,212**

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):

Richard R. Birge, Property Owner

Charlotte L. Birge, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of February, 2019 by Richard R. Birge, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 5th day of February, 2019 by Charlotte L. Birge, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

Notary Seal

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18 2021
Bonded through National Notary Assn

For: **Board of County Commissioners of Escambia County**

By: Lumon J. May
Lumon J. May, Chairman

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

By: Deputy Clerk

Date Executed: 3/7/2019

BCC Approved: 03-07-2019

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Approved as to form and legal sufficiency.

By/Title:

Date: 2/14/19

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

Warrington District

Richard R. and Charlotte L. Birge

101 Edgewater Drive

Replacement Roof

Project Total $6,424

Grant Total $3,212

Pensacola, FL 32502
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 **$2,750** executed by **Norman D. and Virginia A. Boyd**, and recorded in Official Record Book **8074** at page **1184** 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: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/13/20

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

2/7/2019 CA#II-4

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019030180 4/8/2019 8:28 AM
OFF REC BK: 8074 PG: 1184 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Norman D. and Virginia A. Boyd	**601 Pelham Road Pensacola, FL 32507**	**37-2S-30-1001-001-005**

Verified By: Date: 2/13/19

Total Amount of Lien **$2,750**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Norman D. Boyd, Property Owner

Virginia A. Boyd, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 4th day of December, 2018 by Norman D. Boyd, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 4th day of December, 2018 by Virginia A. Boyd, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
SEAL
By: _____
Deputy Clerk

Date Executed: 2/7/2019

BCC Approved: 2/7/2019

Approved as to form and legal sufficiency.
By/Title: _____
Date: 12/3/18

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

Warrington District

Norman D. and Virginia A. Boyd

601 Pelham Road

Replacement Roof

Project Total $5,500

Grant Total $2,750

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 **$2,650** executed by **Wanda D. Brown**, and recorded in Official Record Book **8080** at page **1962** 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: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title:
Date: 3/13/20

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

10/18/2018 CAR II-1

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019034086 4/18/2019 2:22 PM
OFF REC BK: 8080 PG: 1982 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Wanda D. Brown	**416 South First Street Pensacola, FL 32507**	**51-2S-30-7062-028-034**

Date: 10/22/2018 Verified By:

Total Amount of Lien **$2,650**

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:

Wanda D. Brown

Wanda D. Brown, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 19th day of September, 2018 by Wanda D. Brown, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

Notary Seal: MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: _____
Jeff Bergosh, Chairman

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

By: _____
Deputy Clerk

Date Executed: 10/18/2018

BCC Approved: 10/18/2018

Approved as to form and legal sufficiency.

By/Title:

Date: 9/18/18

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

Warrington District

Wanda D. Brown

416 South First Street

Replacement Roof

Project Total $5,300

Grant Total $2,650

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$4,365** executed by **Thomas J. Clayton**, and recorded in Official Record Book **8088** at page **1017** 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: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.
By/Title:
Date: 3/13/20

Prepared by:
Sherry Duffey
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# 2019038330 5/2/2019 3:27 PM
OFF REC BK: 8088 PG: 1017 Doc Type: L
Recording $18.50

3/7/2019 CAR II-4 A(2)

Escambia County Community Rec
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Date: 3/11/2019 Verified By: C. Green

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Thomas J. Clayton	**1 Greve Road** **Pensacola, FL 32507**	**50-2S-30-6090-300-015**

Total Amount of Lien **$4,365**

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.

For Recipient:

Thomas J. Clayton, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 1st day of February, 2019 by Thomas J. Clayton, Property Owner. She (__) is personally known to me or (X) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of
Commission # GG
My Comm. Expires
Bonded through

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: **Lumon J. May, Chairman**

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

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO. FL

By: Deputy Clerk

Date Executed: 3/7/2019

BCC Approved: 03-07-2019

Approved as to form and legal sufficiency.

By/Title:

Date: 2/1/19

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

Warrington District

Thomas J. Clayton

1 Greve Road

Replacement Roof

Project Total $8,700

Grant Total $4,365

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 **$2,700** executed by **Patricia L. Greene**, and recorded in Official Record Book **8088** at page **1013** 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: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/13/20

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

2/7/2019 CAPSII-4

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019038328 5/2/2019 3:27 PM
OFF REC BK: 8088 PG: 1013 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Patricia L. Greene	**309 Payne Road** **Pensacola, FL 32507**	**50-2S-30-6090-461-022**

Date: 2/13/2019 Verified By:

Total Amount of Lien **$2,700**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Patricia L. Greene, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of November, 2018 by Patricia L. Greene, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: **Lumon J. May, Chairman**

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

By: Deputy Clerk

Date Executed: 2/7/2019

BCC Approved: 2/7/2019

Approved as to form and legal sufficiency.

By/Title:

Date: 11/21/18

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

Warrington District

Patricia L. Greene

309 Payne Road

Replacement Roof

Project Total $5,400

Grant Total $2,700

STATE OF FLORIDA
COUNTY OF ESCAMBIA

CANCELLATION OF LIEN

Escambia County, a political subdivision of the State of Florida, acting in its capacity as the Escambia County Community Redevelopment Agency, the holder of the Lien in the amount of **$5,950** executed by **David Joe Marcum and Sandra Elaine Klihnl Marcum**, and recorded in Official Record Book **8080** at page **1984**, 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: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/13/20

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

2/7/2019 CAR II-4

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019034087 4/18/2019 2:22 PM
OFF REC BK: 8080 PG: 1984 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
David Joe Marcum and Sandra Elaine Klihni Marcum	**116 Southeast Gilliland Road Pensacola, FL 32507**	**50-2S-30-6090-552-025**

Date: 2/13/19 Verified By:

Total Amount of Lien **$5,950**

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(s):

David Joe Marcum, Property Owner

Sandra Elaine Klihnl Marcum, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 5th day of December, 2018 by David Joe Marcum, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 5th day of December, 2018 by Sandra Elaine Klihnl Marcum, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: **Lumon J. May, Chairman**

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

SEAL

By: _____
Deputy Clerk

Date Executed: 2/7/2019

BCC Approved: 2/7/2019

Approved as to form and legal sufficiency.

By/Title:
Date: 12/4/18

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

Warrington District

David Joe and Sandra Elaine Marcum

116 S.E. Gilliland Road

Replacement Windows

Project Total $11,900

Grant Total $5,590

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 **Marilyn R. Mulvey** and recorded in Official Record Book **8080** at page **1986**, 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: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 3/13/20

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original
2/7/2019 CA#II-4

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019034088 4/18/2019 2:22 PM
OFF REC BK: 8080 PG: 1986 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Community & Environment Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Marilyn R. Mulvey	**602 Lakewood Road** **Pensacola, FL 32507**	**59-2S-30-1000-018-016**

Date: 2/13/19 Verified By:

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

Marilyn R. Mulvey

Marilyn R. Mulvey, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 26th day of November, 2018 by Marilyn R. Mulvey, Property Owner. She (__) is personally known to me or (✓) has produced FL DL exp. 8-14-21 as identification.

Sherry Duffey
Signature of Notary Public

(Notary Seal)

Sherry Duffey
Printed Name of Notary Public

SHERRY A DUFFEY
MY COMMISSION # FF942753
EXPIRES December 10, 2019
(407) 398-0153 FloridaNotaryService.com

For: **Board of County Commissioners of Escambia County**

By: Lumon J. May
Lumon J. May, Chairman

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
SEAL
By: Deputy Clerk

Date Executed: 2/7/2019

BCC Approved: 2/7/2019

Approved as to form and legal sufficiency.
By/Title:
Date: 11/26/18

This instrument prepared by:
Sherry Duffey, Development Program Manager
Community & Environment Department
Community Redevelopment Agency
221 Palafox Place, Pensacola, FL 32502

Barrancas District

Marilyn R. Mulvey

602 Lakewood Road

Replacement Windows

Project Total $12,800

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 **$3,750** executed by **Jerry R. and Jan M. Robbins**, and recorded in Official Record Book **8074** at page **1182** 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: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/13/20

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County Clerk's Original

2/7/2019 CAR II-4

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019030179 4/8/2019 8:28 AM
OFF REC BK: 8074 PG: 1182 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name(s)	Address of Property	Property Reference No.
Jerry R. and Jan M. Robbins	**209 Baublits Road Pensacola, FL 32507**	**50-2S-30-6090-363-018**

Verified By: [signature] Date: 2/13/19

Total Amount of Lien **$3,750**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient(s):

Jerry R. Robbins, Property Owner

Jan M. Robbins, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of December, 2018 by Jerry R. Robbins, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

The foregoing instrument was acknowledged before me this 28th day of December, 2018 by Jan M. Robbins, Property Owner. She (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

(Notary Seal)

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: **Lumon J. May, Chairman**

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

SEAL

By: Deputy Clerk

Date Executed: 2/7/2019

BCC Approved: 2/7/2019

Approved as to form and legal sufficiency.

By/Title:

Date: 12/5/18

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

Warrington District

Jerry R. and Jan M. Robbins

209 Baublits Road

Replacement Roof

Project Total $7,500

Grant Total $3,750

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 **$2,397** executed by **John R. Ryan**, and recorded in Official Record Book **8063** at page **1594** 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: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/13/20

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

2/7/2019 CA II-4

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019024046 3/19/2019 9:26 AM
OFF REC BK: 8063 PG: 1594 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
John R. Ryan	**107 Payne Road** **Pensacola, FL 32507**	**50-2S-30-6090-338-017**

Verified By: [signature] Date: 2/13/19

Total Amount of Lien **$2,397**

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:

John R. Ryan, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 28th day of November, 2018 by John R. Ryan, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

Signature of Notary Public

MAXWELL ROGERS
Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: **Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
SEAL
By: _____
Deputy Clerk

Date Executed: 2/7/2019

BCC Approved: 2/7/2019

Approved as to form and legal sufficiency.
By/Title:
Date: 11/21/18

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

Warrington District

John R. Ryan

107 Payne Road

Replacement Roof

Project Total $4,795

Grant Total $2,397

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 **$3,502** executed by **Gary S. Slocum**, and recorded in Official Record Book **8063** at page **1598** 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: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/13/20

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305

Escambia County Clerk's Original

2/7/2019 CA#II-4

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019024048 3/19/2019 9:26 AM
OFF REC BK: 8063 PG: 1598 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Gary S. Slocum	**6 Earl Court** **Pensacola, FL 32507**	**37-2S-30-1000-009-002**

Total Amount of Lien **$3,502**

Verified By: Date: 2/13/19

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:

Gary S. Slocum, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 9th day of January, 2019 by Gary S. Slocum, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic as identification.

Signature of Notary Public

Printed Name of Notary Public

(Notary Seal) MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: **Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
SEAL
By: Deputy Clerk

Date Executed: 2/7/2019

BCC Approved: 2/7/2019

Approved as to form and legal sufficiency.

By/Title:
Date: 1/7/19

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

Warrington District

Gary S. Slocum

6 Earl Street

Replacement Roof

Project Total $7,005

Grant Total $3,502

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 **David Toellner**, and recorded in Official Record Book **8063** at page **1596** 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: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/13/20

Prepared by:
Sherry Duffey
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# 2019024047 3/19/2019 9:26 AM
OFF REC BK: 8063 PG: 1596 Doc Type: L
Recording $18.50

2/7/2019 CAR II-4

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
David Toellner	**310 Payne Road** **Pensacola, FL 32507**	**50-2S-30-6090-495-023**

Verified By: Date: 2/13/19

Total Amount of Lien **$6,000**

I, the undersigned owner of the residential property referenced above, agree that the improved residential property will continue to be used for residential purposes for a period of not less than one (1) year from the date this lien agreement is recorded in the public records. I will not sell or transfer ownership or possession of the property to any other person, persons, corporation or other legal entity during this one (1) year period without the express written permission of the CRA. Such permission shall not be unreasonably withheld nor is this lien agreement intended to otherwise unreasonably prevent the alienation of the property.

The lien shall be due and payable in total for a period of one (1) year from the date this lien agreement is recorded in the public records. Upon documentation of compliance with the provisions of this lien agreement and the Escambia County **Residential Rehab Grant Program,** and one (1) year subsequent to the recording of the lien agreement in the public records, this lien shall depreciate to zero (0), and repayment shall be forgiven. I understand that this lien will not be subordinated without the prior approval of the CRA, and subordination shall be considered for approval only to enable the owner to secure financing required to complete further improvements to the subject property.

If the property is sold or if ownership or possession is otherwise transferred without the express written permission of the CRA to another party or parties or the funding agreement executed concurrently with this lien agreement is terminated prior to expiration of the one (1) year period referenced above, I agree that I or my heir(s) or assigns shall repay the total amount of grant funds disbursed by the CRA, up to and including the amount recited above.

For Recipient:

David Toellner, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 13th day of December, 2018 by David Toellner, Property Owner. He (__) is personally known to me or (✓) has produced FL Drivers Lic. as identification.

Signature of Notary Public

MAXWELL ROGERS

Printed Name of Notary Public

(Notary Seal)

MAXWELL ROGERS
Notary Public - State of Florida
Commission # GG 137287
My Comm. Expires Dec 18, 2021
Bonded through National Notary Assn.

For: **Board of County Commissioners of Escambia County**

By: _____

Lumon J. May, Chairma

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

SEAL

By: _____
Deputy Clerk

Date Executed: 2/7/2019

BCC Approved: 2/7/2019

Approved as to form and legal sufficiency.

By/Title: _____

Date: _____

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

Warrington District

David Toellner

310 Payne Road

Replacement Windows

Project Total $12,964

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 **$2,707** executed by **Jay A. Yedrysek**, and recorded in Official Record Book **8074** at page **1180**, 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: _____
Steven Barry, Chairman

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

By: _____
Deputy Clerk

Date Executed:_____

BCC Approved:_____

Approved as to form and legal sufficiency.
By/Title: _____
Date: 3/13/20

Prepared by:
Sherry Duffey
Neighborhood & Human Services Department
Community Redevelopment Agency
221 Palafox Place, Suite 305
Pensacola, FL 32502

Escambia County
Clerk's Original

2/7/2019 CA#II-4

Pam Childers
CLERK OF THE CIRCUIT COURT
ESCAMBIA COUNTY FLORIDA
INST# 2019030178 4/8/2019 8:28 AM
OFF REC BK: 8074 PG: 1180 Doc Type: L
Recording $18.50

Escambia County Community Redevelopment Agency
Residential Rehab Grant Program
Administered By: Escambia County Neighborhood and Human Services Department
Community Redevelopment Agency

Lien Agreement

Applicant Name	Address of Property	Property Reference No.
Jay A. Yedrysek	**209 Greve Road** **Pensacola, FL 32507**	**50-2S-30-6090-325-016**

Verified By: [signature] Date: 2/13/19

Total Amount of Lien **$2,707**

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:

Jay A. Yedrysek, Property Owner

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 18th day of December, 2018 by Jay A. Yedrysek, Property Owner. He (✓) is personally known to me or (___) has produced _____ as identification.

Signature of Notary Public

(Notary Seal)

MAXINE ROGERS
Printed Name of Notary Public

For: **Board of County Commissioners of Escambia County**

By: **Lumon J. May, Chairman**

ATTEST: **PAM CHILDERS**
Clerk of the Circuit Court
SEAL
By: _____
Deputy Clerk

Date Executed: 2/7/2019

BCC Approved: 2/7/2019

Approved as to form and legal sufficiency.

By/Title:

Date: 12/13/18

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

Warrington District

Jay A. Yedrysek

209 Greve Road

Replacement Roof

Project Total $5,415

Grant Total $2,707

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17737 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Amendment to 2015 Annual Action Plan for the Emergency Solutions Grant
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Amendment to the 2015 Annual Action Plan for the Escambia County Emergency Solutions Grant - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning an Amendment to the 2015 Annual Action Plan for the Escambia County Emergency Solutions Grant (ESG) Program:

A. Approve an Amendment to the 2015 Annual Action Plans for the Escambia County ESG Program, reallocating $47,898 in funds and updating eligibility requirements for homeless prevention and rapid rehousing applicants; and

B. Authorize the County Administrator to sign the Amendment; OR

C. Return the balance of unexpended ESG funds, in the amount of $113,219, to the U.S. Department of Housing and Urban Development.

[Funding: Fund 110/Emergency Solutions Grant, Cost Center 370293]

BACKGROUND:

The Emergency Solutions Grant (ESG) allocation is to be used for homeless activities such as Shelter Operations, Street Outreach, Rapid Rehousing, Homeless Prevention, and the Homeless Management Information System (HMIS). Escambia County has an unexpended fund balance in the 2015 Grant of $47,898, in the 2016 Grant of $33,101, and in the 2017 Grant of $32,220, that were originally programmed to be utilized for Rapid Rehousing (RRH) and

Homeless Prevention (HP) activities. HUD is allowing additional time to expend these funds through September 2020. In order to address timely spendout of ESG funds, staff is recommending an Amendment to the 2015 Annual Action plan to reallocate funds from RRH and HP activities to move $47,898 in 2015 funds to eligible HMIS expenses with the local Continuum of Care, Opening Doors Northwest Florida, Inc. This will allow for the expenditure of funds within the extremely compressed extension provided by HUD. Remaining unexpended funds of $65,321 are planned for RRH and HP activities and will be submitted to the Board under separate recommendation. The Amendment also modifies eligibility requirements to remove initial income qualification for RHH applicants at initial intake to mirror HUD requirements.

HUD requires that Amendments to a local government's Annual Action Plan must be advertised for a minimum of 30 days to give the public an opportunity to comment on the proposed changes. A Public Notice was advertised in the Pensacola News Journal on March 2, 2020 (Exhibit I), that allows for comments. No comments were received regarding this Amendment.

The Amendment proposes reallocating funds as follows:

	GRANT YEAR	AMOUNT	ACTIVITY
FROM:	2015	$47,898	Rapid Rehousing/Homeless Prevention
TO:	2015	$47,898	Homeless Management Information System

The Amendment (Exhibit II) will go into effect after approval by the Board.

BUDGETARY IMPACT:

Funds are available in Fund 110/Other Grants and Aids, Emergency Solutions Grant, Cost Center 370293. Reallocation of funds will allow for use of funds for HMIS needs, enabling spendout within HUD's deadline.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Changes in planned activities from the HUD Annual Action Plan must follow the County's Citizen Participation Plan (CPP), as guided in 24 CFR Part 570. The County's CPP states that an Amendment to the Annual Action Plan is triggered under the following circumstances:

1. The addition or deletion of any activity from the approved list of activities included in the Consolidated Plan/Escambia County or City of Pensacola Annual Action Plan for each respective year.

2. The purpose, scope, location, and/or beneficiaries of any activity or project are materially altered or changed from the approved County or City Annual Action Plan for each respective program year.

3. The annual funding level for any individual activity included in the Annual Action Plan is increased or decreased by an amount in excess of twenty-five percent (25%) of the originally approved activity line item for each respective program year.

IMPLEMENTATION/COORDINATION:

Subject to approval by the Board, the Neighborhood Enterprise Division will submit the Amendment to HUD.

Attachments

Ex I-ESG Amendment AD

Ex II-2015 ESG Amendment to Annual Plan 5.7

PENSACOLA News Journal pnj.com

EXHIBIT I

ESC CO COMMISSIONERS/LEGALS
221 PALAFOX PL

PENSACOLA, FL 32502

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida
County of Escambia:

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

AMENDMENT TO THE CONSOLID

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

03/02/20

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

Sworn to and Subscribed before me this 2th of March 2020, by legal clerk who is personally known to me

Affiant

Notary Public State of Wisconsin, County of Brown

8-25-23

My commission expires

Publication Cost: $367.78
Ad No: 0004085532
Customer No: PNJ-26745500

This is not an invoice

SHELLY HORA
Notary Public
State of Wisconsin

AMENDMENT TO THE
CONSOLIDATED PLAN AND 2015 ANNUAL ACTION PLAN
REGARDING THE
ESCAMBIA COUNTY EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM

Escambia County is proposing to amend the 2015-2019 Consolidated Plan to modify the eligibility requirements to remove the income requirement at initial evaluation for recipients applying for Rapid Rehousing to mirror HUD ESG requirements. The eligibility requirements section of the ESG Program is being modified as follows (modifications underlined below).

Due to the limited amount of funding, the annual Emergency Solutions Grant (ESG) allocations will be used for priorities established jointly by Opening Doors Northwest Florida (ODNF) and Escambia County. In addition to supporting HMIS expansion and enhancement, Emergency Solutions Grant allocations will be expended in support of Rapid Re-housing for individuals/ families with incomes below 30% of median at recertification; and/or homelessness prevention for individuals/families with incomes below 30% of median. With this in mind, the following provisions will guide the County and ODNF in the prioritization, allocation, implementation and oversight of the program with respect to Rapid Re-housing and Homeless Prevention activities.

Basic Eligibility Requirements:
Qualification for Rapid Re-Housing or Homelessness Prevention assistance under the Program shall minimally include:

1. Program participants must meet the definition of "homeless" stipulated at 24 CFR Part 576.2 subparagraphs (1), (2), (3) or (4) and/or the definition of "at risk of homelessness" as stipulated in 24 CFR Part 576.2 subparagraph (1).

2. The total income for the household is less than 30% of the area median income (AMI) adjusted for family size (as adjusted annually by HUD) at initial evaluation for Homeless Prevention participants. Homeless Prevention and Rapid Rehousing participants must be at or below 30% AMI at recertification. Qualifying incomes for ESG assisted households will be calculated in the manner prescribed in the Section 8 Housing Assistance Program.

3. Each household (applicant) shall participate in case management and assessment as provided and required by the Single Service Delivery Agency.

4. The household (applicant) and/or the Service Delivery Agency(s) shall document that the applicant will not be able to retain housing "but for" the assistance provided from ESG resources.

5. The rent for any subsidized housing unit shall not exceed the applicable Pensacola MSA fair market rent based on bedroom size as published by HUD and the rent shall be reasonable.

Additionally, Escambia County is proposing to modify the 2015 Escambia Consortium Annual Action Plan within the ESG Program, Grant #E15-UC-12-0012, to reallocate old year funds between project categories as follows:

FROM:	
Rapid Rehousing/Homeless Prevention	$47,898
TO:	
Homeless Management Information System	$47,898

Funding for Rapid Rehousing/Homeless Prevention will be made available through other ESG grant allocations.

Comments or questions concerning this amendment are invited through 4:00 p.m. (CST), April 1, 2020. Interested parties may submit written comments to: Escambia County ESG Program, c/o Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, Florida 32502. Questions should be directed to Meredith Reeves by telephone: (850) 595-4968 or via electronic mail: mereeves@myescambia.com

The above stated amendments have been subjected to the minimum thirty (30) day public comment period in compliance with the Local Citizen Participation Plan. The amendment will be effective following the expiration of the public comment period on April 2, 2020 and will be immediately implemented in accordance with governing Program Regulations promulgated by the U.S. Department of Housing and Urban Development (HUD).

Legal No. 4085532 March 2, 2020

AMENDMENT TO THE
CONSOLIDATED PLAN AND 2015 ANNUAL ACTION PLAN
REGARDING THE
ESCAMBIA COUNTY EMERGENCY SOLUTIONS GRANT (ESG) PROGRAM

Escambia County is proposing to amend the 2015-2019 Consolidated Plan to modify the eligibility requirements to remove the income requirement at initial evaluation for recipients applying for Rapid Rehousing to mirror HUD ESG requirements. The eligibility requirements section of the ESG Program is being modified as follows (modifications underlined below):

Due to the limited amount of funding, the annual Emergency Solutions Grant (ESG) allocations will be used for priorities established jointly by Opening Doors Northwest Florida (ODNF) and Escambia County. In addition to supporting HMIS expansion and enhancement, Emergency Solutions Grant allocations will be expended in support of Rapid Re-housing for individuals/ families with incomes below 30% of median at recertification; and/or homelessness prevention for individuals/families with incomes below 30% of median. With this in mind, the following provisions will guide the County and ODNF in the prioritization, allocation, implementation and oversight of the program with respect to Rapid Re-housing and Homeless Prevention activities.

Basic Eligibility Requirements:
Qualification for Rapid Re-Housing or Homelessness Prevention assistance under the Program shall minimally include:

1. Program participants must meet the definition of “homeless” stipulated at 24 CFR Part 576.2 subparagraphs (1), (2), (3) or (4) and/or the definition of “at risk of homelessness” as stipulated in 24 CFR Part 576.2 subparagraph (1).

2. The total income for the household is less than 30% of the area median income (AMI) adjusted for family size (as adjusted annually by HUD) at initial evaluation for Homeless Prevention participants. Homeless Prevention and Rapid Rehousing participants must be at or below 30% AMI at recertification. Qualifying incomes for ESG assisted households will be calculated in the manner prescribed in the Section 8 Housing Assistance Program.

3. Each household (applicant) shall participate in case management and assessment as provided and required by the Single Service Delivery Agency.

4. The household (applicant) and/or the Service Delivery Agency(s) shall document that the applicant will not be able to retain housing “but for” the assistance provided from ESG resources.

5. The rent for any subsidized housing unit shall not exceed the applicable Pensacola MSA fair market rent based on bedroom size as published by HUD and the rent shall be reasonable.

Additionally, Escambia County is proposing to modify the 2015 Escambia Consortium Annual Action Plan within the ESG Program, Grant #E15-UC-12-0012, to reallocate old year funds between project categories as follows:

FROM:
Rapid Rehousing/Homeless Prevention $47,898

TO:
Homeless Management Information System $47,898

Funding for Rapid Rehousing/Homeless Prevention will be made available through other ESG grant allocations.

Comments or questions concerning this amendment are invited through **4:00 p.m. (CST), April 1, 2020**. Interested parties may submit written comments to: Escambia County ESG Program, C/O Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, Florida 32502. Questions should be directed to Meredith Reeves by telephone: (850) 595-4968 or via electronic mail: mareeves@myescambia.com.

The above stated amendments have been subjected to the minimum thirty (30) day public comment period in compliance with the Local Citizen Participation Plan. The amendment will be effective following the expiration of the public comment period on **April 2, 2020** and will be immediately implemented in accordance with governing Program Regulations promulgated by the U.S. Department of Housing and Urban Development (HUD).

Signed: _____
Janice P. Gilley
County Administrator

BCC Approved: 05/07/2020

WITNESS: _____

WITNESS: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 04-22-2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17738 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Agreement for Emergency Solutions Grant Program Homeless Management Information System
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Agreement for Emergency Solutions Grant Program Homeless Management Information System - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Agreement for Emergency Solutions Grant Program Homeless Management Information System with Opening Doors Northwest Florida (NWFL), Inc.:

A. Approve the Agreement for Emergency Solutions Grant Program Homeless Management Information System with Opening Doors Northwest Florida (NWFL), Inc., in the amount of $47,898 for Homeless Management Information System and coordinated entry services; and

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

[Funding: Fund 110/Other Grants and Aids, Emergency Solutions Grant, Cost Center 370293]

BACKGROUND:

Subject to Board approval of an Amendment to the 2015 HUD Annual Plan which will reallocate the remaining balance of 2015 Emergency Solutions Grant funds from Rapid Rehousing and Homeless Prevention to Homeless Management Information System (HMIS) activities, this Agreement will provide funding to Opening Doors Northwest Florida, Inc. (Opening Doors), to utilize HMIS funds for the following HUD eligible activities: purchase of additional user licenses to allow

additional users to utilize HMIS; purchase of additional equipment and software for new and existing homeless providers; purchase of an application to aid in the Point in Time count; and HMIS eligible personnel support costs. The HMIS system will be used to help provide referrals for homeless prevention and rapid rehousing clients. All funds will be matched 100% from Opening Doors per HUD requirements and will be expended before HUD's September deadline.

BUDGETARY IMPACT:

Funds are available in Fund 110, Cost Center 370293.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Neighborhood Enterprise Division (NED) will implement with Opening Doors.

Attachments

ESG HMIS Opening Doors Agreement

AGREEMENT FOR
EMERGENCY SOLUTIONS GRANT PROGRAM
HOMELESS MANAGEMENT INFORMATION SYSTEM

THIS AGREEMENT is made and entered into by and between **ESCAMBIA COUNTY**, 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 **OPENING DOORS NORTHWEST FLORIDA (NWFL), INC.**, a not for profit corporation organized under the laws of the State of Florida (FEI/EIN #59-2909065) (hereinafter referred to as the "**Agency**"), with a principal address of 1020 North New Warrington Road, Pensacola, Florida, 32506, for the purpose of implementing the Homeless Continuum of Care ("CoC") administration and coordination of the Homeless Management Information System ("HMIS") and associated components of the Emergency Solutions Grant ("ESG") Program Allocation as awarded to Escambia County by the U. S. Department of Housing and Urban Development ("HUD") (hereinafter referred to as the "Program").

W I T N E S S E T H

WHEREAS, the County has elected to participate in the Emergency Solutions Grant Program (CFDA # 14.231) to provide emergency shelter for homeless individuals and families, HMIS management, emergency assistance through homelessness prevention assistance to households who would otherwise become homeless, and rapid re-housing assistance to persons who are homeless for the benefit of the citizens of Escambia County, Florida; and

WHEREAS, the Agency has exhibited the managerial and technical ability to effectively assist the County with management and oversight of the Program in the local community; and

WHEREAS, the County hereby elects to engage the services of the Agency for administration and coordination of the HMIS and associated components, and HMIS reporting requirements for the Program and the Consolidated Plan in accordance with governing HUD regulations and requirements stipulated herein, and to enter into an Agreement with the Agency for this purpose; and

WHEREAS, it is in the best interest of the County to enter an agreement with the Agency for the specific purpose of providing for the administration and coordination relating to the Program within Escambia County, including the City of Pensacola and the Town of Century.

NOW, THEREFORE, in consideration of the mutual promises and covenants, the parties agree as follows:

ARTICLE I
Supervision

1. The Agency agrees to perform the required services under the general coordination of Neighborhood Enterprise Division (NED), an operating branch of the Escambia County Neighborhood & Human Services Department, as designated agent for County.

1.1 The contract manager responsible for coordination and administration of this Agreement

and attending regular meetings with the Agency is hereby designated as follows:

Contract Manager for County: Meredith Reeves, Division Manager
Neighborhood Enterprise Division
221 Palafox Place
Pensacola, FL 32502
Phone: (850) 595-0022
Email: mareeves@myescambia.com

1.2 The Contract Coordinator responsible for coordination and administration of this Agreement and attending regular meetings on behalf of the Agency is hereby designated as follows:

Contract Coordinator for Agency: John Johnson, Executive Director
Opening Doors Northwest Florida (NWFL), Inc.
1020 North New Warrington Road
Pensacola, Florida 32506
Phone: (850) 439-3009
Email: johnj@openingdoorsnwfl.org

ARTICLE II
Scope of Services

2. The Agency agrees to implement the Program, specifically including HMIS matters, in accordance with the provisions of **EXHIBIT I**, attached and incorporated in this Agreement.

2.1 The Agency agrees to implement the Program to provide CoC interagency coordination; HMIS database management and integration; and ESG required data collection and reporting; as well as linkages between community resources and the persons or families at risk of or experiencing homelessness as defined in the Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009 ("HEARTH Act"), as may be amended, incorporated herein by reference and acknowledged by Agency as provided in **EXHIBIT III** of this Agreement.

ARTICLE III
Funding

3. For implementation of the Program, the County agrees to pay to the Agency an amount not to exceed **$47,898.00** payable solely from available ESG 2015 funds, subject to possible reduction under Article VI hereof.

3.1 During the term of this Agreement, the County shall make periodic payments to the Agency, or on behalf of the Agency, for Program activities and services authorized under the terms and conditions set forth in **EXHIBIT I** of this Agreement. All payments will be subject to submission of all documentation required by the County with respect to: supporting the County in administering and monitoring ESG Program activities involving CoC agencies; management, coordination, and integration of the HMIS and other data systems integral to the ESG mission; data collection and assembly of reports, including the HUD Consolidated Plan narrative and data

and required ESG data elements; providing referrals under coordinated entry guidance to supportive service agencies; and interaction with County and HUD representatives with respect to HMIS issues. Activities shall be in compliance with the requirements of the HEARTH Act and the HUD HMIS Data and Technical Standards as currently in effect subject to regulatory revisions published by HUD and revisions or amendments thereto.

3.2 The County agrees to receive, account for, and disburse Program funds from budgets and accounts, as legally established by the County, for the mutual benefit of the Agency and the CoC agencies to the extent that such benefits conform to the requirements of the HEARTH Act.

3.3 The method of payment shall be according to the Payments and Procedures, as described in **EXHIBIT I** of this Agreement.

ARTICLE IV
Reporting

4. The Agency shall provide a Monthly Status Report to the County, including a narrative summary of progress and a financial statement as described in **EXHIBIT II** of this Agreement.

4.1 The Agency shall use the form of Monthly Status Report described in **EXHIBIT II** of this Agreement or shall provide an alternate Monthly Report format for approval by the County.

4.2 The report shall be due monthly, and this obligation shall survive termination of this Agreement and continue until all information concerning the Program has been received by the County.

4.3 The report is due on the 10th day following the end of each month, unless an alternative schedule is agreed upon by the parties. The Report shall include all activities undertaken during the previous month.

4.4 The Agency shall provide the County with additional information as may be required by state or federal agencies to substantiate all activities, service or activity eligibility and/or expenditure eligibility.

ARTICLE V
Indemnification and Insurance Requirements

5. Independent Contractor. The Agency shall act as an independent contractor, and not as an employee of the County, in providing the aforementioned service. Further, this agreement is not intended to create an employer/employee, partnership, or joint venture relationship between the County and Agency.

5.1 Indemnification. The Agency shall indemnify, defend, and hold harmless Escambia County, and its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in

connection with the performance of this Agreement. The Agency's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy or insurance. The indemnification provided herein shall obligate Agency to pay on behalf of the County, as well as provide a legal defense for the County, which will be done only if and when requested by the County, for all claims as described in Article V of this Agreement. Such payment on the behalf the County shall be in addition to any and all other legal remedies available the County and shall not be considered to be the County's exclusive remedy.

5.2 Insurance. The Agency shall at all times during the term of this agreement maintain in full effect the following policies of insurance:

a. Commercial General Liability, Form CG1, with minimum limits of coverage in the amount of $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

b. Florida statutory Workers' Compensation and employer's liability insurance policy for all workers' compensation obligations imposed by state law and employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

5.2.1 Agency agrees all liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be "A" or other Secure Best Rating with a minimum financial size of "VII", according to the A.M. Best Key Rating Guide Latest Edition. The insurance policies shall be endorsed to provide at least thirty (30) days advance notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County, Office of Risk Management, 221 Palafox Place, Suite 200, Pensacola, FL 32502 with copy to the County Contract Manager.

5.2.2 The County and NED shall be endorsed as "Additional Insureds" on all liability policies (except Workers' Compensation and professional liability) and such coverage shall be at least as broad as that provided to the Named Insured under the policy for the terms and conditions of this Agreement. The County and/or NED shall not be considered liable for premium payment, entitled to any premium return or dividend, and shall not be considered a member of any mutual or reciprocal company.

5.2.3 Certificates of Insurance shall be provided to the Office of Risk Management, 221 Palafox Place, Suite 200, Pensacola, FL 32502 with copy to the County Contract Manager prior to commencement of services hereunder. Certificates shall reflect the "Additional Insured" status of the County and NED. The County and NED shall also be the certificate holders. Escambia County shall be notified at least thirty (30) days in advance of policy cancellation, nonrenewal or adverse change or restriction in coverage.

5.2.4 If required by the County, the Agency shall furnish copies of the Agency's insurance policies, forms, endorsements, jackets and other items forming a part of or relating to such policies.

5.2.5 The Agency shall replace any canceled, adversely changed, restricted or non-renewed policies with new policies acceptable to the County and shall file with the County Certificates of Insurance under the new policies prior to the effective date of such cancellation, adverse change

or restriction. If any policy is not timely replaced, in a manner acceptable to the County, the Agency shall, upon instructions of the County, cease all operations under the Agreement until directed by the County, in writing, to resume operations.

5.2.6 The Agency's required coverage(s) shall be considered primary and all other insurance shall be considered as excess, over and above the Agency's coverage. The Agency's policies of insurance will be considered primary as related to all provisions of the Agreement.

ARTICLE VI
Contract Period and Termination

6. This Agreement, after being properly executed by the parties named herein, shall be effective for the term beginning on **May 7, 2020, and shall expire on September 30, 2020,** unless earlier terminated with or without cause, by any party giving thirty (30) days prior written notice of such termination.

6.1 Notwithstanding anything herein to the contrary, if the Agency should fail to satisfactorily perform its duties as herein set forth, or in the event that funds fail to be or cease to be provided to the County, the County may immediately terminate this Agreement and shall reimburse payments that were expended through the effective date of termination. Said termination shall be in accordance with provisions of 2 C.F.R. §§ 200.339-340, as applicable.

6.2 Due to the time limitation for obligation and expenditure of Program funds, the Agency shall be subject to a performance review by the County/NED, at monthly intervals based upon the effective date of this Agreement. These performance reviews are advisory in nature and designed to assist the Agency in identifying impediments to effective implementation of the program. Any performance deficiencies or financial irregularities will be provided to the Agency by the County. Failure of the Agency to address the written review comments within ten (10) business days of the date of issuance shall be grounds for the County to suspend payments and provide notice of impending termination and release of ESG funds for other ESG activities.

ARTICLE VII
Accountability

7. The Agency agrees to maintain personnel, financial, individual client and other records and accounts as necessary to properly account for all funds expended in performance of this Agreement.

7.1 These records and accounts shall be subject at all times to inspection, review, or audit for a period of six (6) years following the termination of this Agreement unless said records are the subject of audit or litigation, in which case they shall be retained indefinitely pending resolution of such review. Access to such records shall be provided to the County, the State of Florida, the HUD, or any of their duly authorized representatives; or the Agency shall transfer these records and accounts to the custody of the County.

7.2 The Agency shall be fully responsible and directly liable for the proper expenditure of all

funds provided to the Agency through this Agreement. In the event of misappropriation of or the use of Program funds for ineligible expenditures by the Agency, said Agency shall be liable for immediate repayment of improperly expended Program funds to the County or HUD, as may be required.

7.3 Any Agency failing to properly manage and account for the expenditure of Grant funds, resulting in requirement for repayment of such funds to the County or HUD, shall be barred from participation in all projects or programs involving ESG Program funds, unless such funds are repaid to County or HUD within fifteen (15) business days of written notification of such obligation by the County and/or HUD. Any repayment resulting from fraudulent activities shall result in the permanent debarment of the Agency from participation in all County sponsored housing programs.

ARTICLE VIII

Nepotism and Conflicts of Interest

8. The Agency agrees to abide by the provisions of §112.3135, Florida Statutes, pertaining to nepotism in the performance of this Agreement.

8.1 With respect to the use of Program funds to procure services, equipment, supplies or other property, the agency shall comply with 2 C.F.R. Part 200. The Agency shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved.

ARTICLE IX

Civil Rights and Anti-Discrimination

9. The Agency agrees to abide by the spirit and intent of the Civil Rights Act of 1964, as amended, and the Civil Rights Act of 1968, as amended, in that its operation under this Agreement is free of discrimination against its employees, persons, or groups of persons on the basis of race, color, religion, sex, national origin, pregnancy, age, disability, or familial status, as applicable. Both of the said Civil Rights Acts are hereby referred to and incorporated by reference herein.

9.1 All services associated with this project shall be made available to the public in a non-discriminatory manner. Services and access thereto shall be available without regard to race, sex, familial status, disability, religion, or national origin. The Agency accepts sole responsibility for ensuring such non-discriminatory access to the services provided hereunder.

9.2 Agency will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, pregnancy, age, or disability. Such action shall include, but not be limited to, the following: employment, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Agency agrees to post in a conspicuous place notices setting forth the provision of this Equal Employment Opportunity clause.

9.3 In carrying out all aspects of the housing activities for which the Agency has contracted

hereunder, the Agency shall at all times abide by and maintain full compliance with the requirements of the Fair Housing Act (42 U.S.C. §§3601-3619) and implementing regulations.

ARTICLE X
Program Income

10. Program related assistance provided through this Agreement shall be in the form of a grant for HMIS management, administrative support, development, data collection, integration and reporting. As such, no program income is anticipated as a result of the Program activities.

10.1 However, in the event of any unanticipated repayment of Program funds in relation to this Agreement, such funds shall be repaid to *Escambia County* and credited by the County to ESG Program Income within the budgets and accounts of the County. Any Program income will be expended by the County for ESG eligible costs prior to drawing additional Grant funds from HUD.

ARTICLE XI
Uniform Administrative Requirements

11. The Agency shall comply with: applicable provisions of the HEARTH Act; the uniform administrative requirements described in 24 C.F.R. §570.502 and the requirements of 2 C.F.R. Part 200; Civil Rights and Anti-Discrimination requirements cited in Article IX and acknowledged in **EXHIBIT III** of this Agreement; and all related regulatory requirements and HUD policy directives and guidelines applicable to the Grant financed activities to be implemented through this Agreement. The Agency has been directly provided electronic copies of the entire text of applicable portions of these laws, regulations, HUD policy directives and guidelines prior to initiating Grant activities. This is evidenced by execution of the certification of receipt contained in **EXHIBIT III** of this Agreement. The Agency agrees to comply with any amendments or revisions to said laws, rules, regulatory provisions, policy guidelines or directives as may be promulgated by HUD and as provided to the Agency in writing by the County. Said compliance shall be required as of the date the amended provisions are provided to the Agency by the County and officially acknowledged by the Agency in writing.

ARTICLE XII
Procurement

12. The Agency shall utilize procurement procedures which ensure open competition and maximum access to businesses wishing to participate in program activities, including businesses with designations as follows: Minority Business Enterprise (MBE), Woman-owned Business Enterprise (WBE) and/or Disadvantaged Business Enterprise (DBE). Agency shall conform to uniform Agency practices that target securing the most reasonable pricing for Program costs when ensuring that equipment, materials or services are provided or performed by qualified vendors.

12.1 The Agency shall be required to adhere to the procurement standards provided at 2 C.F.R. Part 200 and 24 C.F.R. §576.407(c), as applicable, or the Recipients written procurement standards provided that such standards conform to Federal Law and the provisions of 2 C.F.R. Part 200. This shall apply to the purchase of materials, supplies, and equipment. The full text of 2 C.F.R. Part 200 has been provided to the recipient as noted in **EXHIBIT III** of this Agreement. Equipment

with a unit cost in excess of $5000 requires prior written approval by the County Contract Manager for the purchase and procurement method.

12.2 Equipment management and equipment disposition. Property records should include detailed info regarding the item purchased, including acquisition date, acquisition cost, amount of grant funds used, amount of non-ESG funds used if applicable, serial number or other identification, location of property, and disposition date. A physical inventory should be undertaken at least every two (2) years. Equipment disposed by sale must return sales proceeds to the County. Alternately, if equipment is no longer needed for the purpose originally purchased by ESG, then the equipment should be offered back to the County or can be retained by the Agency after reimbursing the ESG grant Program funds.

ARTICLE XIII
Other Related Federal Requirements

13. The Agency shall carry out all Program activities in compliance with all Federal Laws and regulations described in 24 C.F.R. §§570.600-.614, with the following exceptions:

a) The Agency does not assume the County's environmental responsibilities described at 24 C.F.R. §570.604; and

b) The Agency does not assume the County's responsibility for initiating the review process under the provisions of 24 C.F.R. Part 52.

13.1 Relevant provisions of 24 C.F.R. §§570.600-.614, have been provided to the Agency as noted in **EXHIBIT III** of this Agreement.

ARTICLE XIV
General Provisions

14. The Agency accepts these funds so appropriated in accordance with the terms of this Agreement, and agrees that the contents of **EXHIBITS I, II, and III** and regulatory requirements cited therein are part and parcel of this agreement and hold the same legal authority as the Agreement. Further, the Agency agrees:

14.1 To abide by Chapter 119, Florida Statutes, and successors thereto, all of which are hereby referred to and incorporated by reference herein;

14.2 To permit and facilitate such audits by the U. S. Department of Housing and Urban Development (HUD), Escambia County, or designated independent auditing firm(s) or their authorized representatives as may be required in relation to this Agreement;

14.3 To produce all documents upon request by the County, HUD, or their authorized representatives;

14.4 To provide a complete copy of the Agency's most recent annual comprehensive financial statement, reviewed and verified as to accuracy by an independent (third party) accounting

professional, and to subsequently provide copies of similarly verified annual financial statements for the duration of this Agreement. Said audit shall comply with provisions of 2 C.F.R. Part 200, as applicable; and

14.5 That **Opening Doors Northwest Florida (NWFL), Inc.** is a chartered Florida not for profit corporation with 501(c)(3) tax exempt designation by the U.S. Department of the Treasury, Internal Revenue Service and shall maintain its status for the duration of this Agreement. Further, **Opening Doors Northwest Florida (NWFL), Inc.** functions primarily as a community or social service organization with specific emphasis on coordination of homeless issues and activities for the less fortunate in Escambia and Santa Rosa counties.

14.6 Public Records. The Agency acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Agency shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Agency shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Agency agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Agency fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any other right or remedy and after giving the Agency seven (7) days written notice, during which period the Agency still fails to allow access to such documents, terminate the Agreement.

IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

ARTICLE XV
Understanding of Terms

15.1 This Agreement represents the entire and integrated agreement between the County and the Agency and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by the Agency and County or in accordance with the provisions contained in this document.

15.2 This Agreement is executed in Escambia County, State of Florida, and shall be construed

under the laws of the State of Florida, and the parties agree that any action relating to this Agreement shall be instituted and prosecuted in the courts of the County of Escambia, State of Florida, and each party waives the right to change of venue. Further, it is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance.

15.3 It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the Courts to be illegal or in conflict with any law of the State where made, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

15.4 The clause headings appearing in this Agreement have been inserted for the purpose of convenience and for ready reference. They do not purport to, and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they appertain.

15.5 All notices under this Agreement shall be in writing, and shall be sent by certified mail to the parties identified in Article I, paragraphs 1.1 and 1.2 above.

15.6 Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted action of the governing Board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the respective dates under each signature below.

ESCAMBIA COUNTY, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS

By: _____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

BCC Approved: _____

By:_____
Deputy Clerk

Date: _____

(SEAL)

Escambia County Legal Department Approval:

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 04-24-2020

Opening Doors Northwest Florida (NWFL), Inc., a not for profit corporation chartered in the State of Florida

WITNESSED:

By: _____
Dr. David Josephs, President
Board of Directors

_____

Print Name: _____

Date: _____

_____

Print Name: _____

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me by means of [**X**] physical presence or [ ] online notarization this _____ day of _____, 2020, by Dr. David Josephs, President of Opening Doors Northwest Florida (NWFL), Inc., a not for profit corporation, who did not take an oath and who [ ] is/are personally known to me or [ ] produced current Florida driver's license or _____ as identification.

_____
Signature of Notary Public

_____
Name of Notary Printed
My Commission Expires: _____
Commission Number: _____

SPECIFIC TERMS AND CONDITIONS FOR IMPLEMENTATION OF
ESG 2015 Grant for HMIS Services

AGENCY NAME: OPENING DOORS NORTHWEST FLORIDA (NWFL), INC.

I. SCOPE OF SERVICES

A. Opening Doors Northwest Florida (NWFL), Inc. (“Agency") shall provide Homeless Management Information System (HMIS) activities as eligible under the ESG program as follows:

1. Purchasing or leasing computer hardware;
2. Purchasing software or software licenses;
3. Purchasing or leasing equipment, including telephones, fax machines, and furniture;
4. Obtaining technical support;
5. Paying charges for high-speed data transmission necessary to operate or contribute data to the HMIS;
6. Paying salaries for operating HMIS, including:
   a. Completing data entry;
   b. Monitoring and reviewing data quality;
   c. Completing data analysis;
   d. Reporting to the HMIS Lead;
   f. Training staff on using the HMIS or comparable database; and
   g. Implementing and complying with HMIS requirements.
7. Paying costs of staff to travel to and attend HUD-sponsored and HUD-approved training on HMIS and programs authorized by Title IV of the McKinney-Vento Homeless Assistance Act;
8. Paying staff travel costs to conduct intake; and/or
9. Participation fees for providers using the HMIS.

HMIS expansion, integration and data collection/refinement services specific to homeless services and activities undertaken locally under the terms, conditions, requirements and responsibilities of this Agreement, and may include annual HMIS system hosting, equipment, software, and licensing costs.

The County agrees to make available over the term of this Agreement an amount not to exceed **$47,898.00** in ESG 2015 HMIS funds, specifically to enable the Agency to enhance homeless program management and coordination, specifically through HMIS enhancements and to assist the County with required data for the HUD Consolidated Plan. As the designated Agency with responsibility for the CoC planning and coordination functions, the Agency is critical to the effective oversight of the Emergency Solutions Grant Program in the local community, and limited ESG 2015 Grant funds are awarded herein to assist the Agency with respect to such responsibilities. Additionally, the Agency directly manages the HUD-mandated HMIS in Escambia County. ESG related reporting requirements mandate linkage or integration of data systems under the HMIS

umbrella for data collection and reporting of Emergency Solutions Grant associated activities and accomplishments. Additionally, the Agency shall provide the County with data to assist in completion of the County's Annual Plan and CAPER Reports. ESG 2015 Grant funding, as stipulated above, will be provided to aid the Agency in assuring compliance with HUD's HMIS directives, including the HUD HMIS Data, Technical and Reporting Standards. Requests for reimbursement shall include personnel, operating costs, supplies, contractual services and ESG 2015 Grant related support costs associated with the coordination of CoC and HMIS functions with respect to the Emergency Solutions Grant.

B. This allocation is funded in its entirety from ESG 2015 Grant funds. This allocation falls within the maximum costs authorized by HUD.

C. Funds shall be provided to the Agency in monthly installments not to exceed, in aggregate, the maximum amount cited upon delivery of contracted activities. Requests for payment or reimbursement shall clearly substantiate the costs for activities based upon the summary budgeted allocations cited below. The County may elect to pay vendors directly on behalf of the Agency, if requested to do so by the Agency; or alternatively, the County may reimburse properly documented expenses incurred for ESG 2015 Grant program costs by the Agency. Funds may be moved between line items with written request to the County Contract Manager. No advance of County funds will be provided to the Agency for this activity.

HMIS PROPOSED BUDGET

HMIS Personnel (.25 FTE)	$8563
HMIS Internet/Bandwidth	$1800
HMIS Equipment (Computers, Server, Mobile Unit Scanners)	$21,207
HMIS Software (HMIS licenses, Hyperion App, Data Encryption Services)	$16,328
TOTAL	**$47,898**

II. OBJECTIVES

A. The Agency shall provide administrative support to the County to assist in: outreach and integration of services, funding, and information sharing between and among various local, state and federal agencies and organizations for the benefit of ESG eligible recipients; enhanced monitoring of ESG and non-ESG client referral and case management protocols within the local homeless service delivery system; and support the mission and objectives of the homeless programs within Escambia County.

B. The Agency shall take the actions required to: (1) provide HMIS technical support, agency training, outreach, continuing interaction with the HMIS vendor(s), and general system coordination within Escambia County; (2) document the number of additional homeless service delivery agencies initiating or expanding participation in the local HMIS over the term of this agreement; (3) increase the actual number and percentage of individual homeless cases entered into the HMIS database as compared to the current data entry penetration; (4) utilize ESG funds provided hereunder to attain enhanced reporting, data collection and systems integration between the existing HMIS system and agencies delivering ESG or CoC based assistance to clients; and

(5) produce results oriented monthly reports as required herein.

C. The Agency shall take the actions required to ensure that Emergency Solutions Grant reporting by participating service delivery agencies meets or exceeds the HMIS Data and Technical Standards as established by HUD, including all required Data Elements.

III. SERVICES

A. The Agency asserts that it has the capability to perform the services identified herein and affirms its concurrence with the terms and conditions under which this assistance is provided to the Agency.

B. ESG Grant funds shall be made available to the Agency to support administrative costs; HMIS data collection, integration, and information sharing; HMIS based reporting; HMIS software, equipment, hosting, and/or licensing costs; and ancillary services required to coordinate and monitor these activities in Escambia County in accordance with requirements hereunder.

C. ESG data collection and reporting shall be conducted through the HMIS managed by the Agency, or through a compatible system that can be linked or file shared in a manner that will efficiently supply ESG required data elements to the local HMIS.

D. Agency shall substantiate and clearly document, either directly or through cooperative arrangements, the eligibility of each ESG payment issued under this Agreement. Failure of the Agency to properly document such costs will result in the Agency being required to reimburse the ESG fund for any and all ESG expenditures disbursed with respect to an ineligible cost. Complete expenditure documentation is mandatory under this Agreement.

E. Agency shall provide documentation of 100% Match of ESG funds per 24 C.F.R. §576.201. State of Florida ESG funds cannot be used as matching funds. Match contributions are to be expended during the same time frame as this Agreement. Contributions have been or will be counted as satisfying a matching requirement for another grant program may not be counted toward the match requirement. Match documentation must be provided within thirty (30) calendar days of the completion of the Program.

IV. AGENCY PERFORMANCE REVIEWS AND RELATED REPORTS

A. Agency shall cooperate fully in completion of the periodic performance reviews as stipulated in Article VI of this Agreement. Agency agrees to provide written status reports and updates as may be required in relation to the Performance Reviews or matters related thereto. The duty to participate in Performance Reviews and to provide written reports or responses regarding the results of such performance reviews shall survive termination of this Agreement until all related issues are resolved to the satisfaction of the County.

B. Failure to cooperate in the Performance Reviews and/or to submit written responses to County requests for Program related information, documentation, implementation issues, financial issues or any related matter shall be deemed good cause for withholding further payment to the Agency, and/or termination of this Agreement in accordance with provisions of Article VI should

the failure to cooperate persist.

V. AUDIT REQUIREMENTS

The Agency receives less than $300,000 annually in direct Federal funding. The Agency shall provide the Contract Manager with the recent annual comprehensive financial statement showing the financial affairs of the Agency in accordance with Article XIV Section 14.4 of this Agreement. Agency shall also provide copies of similarly verified annual financial statements for the duration of this Agreement. Initial and subsequent comprehensive financial statements shall be reviewed and verified as to accuracy by an independent (third party) accounting professional prior to submission to the Contract Manager.

VI. PAYMENT SCHEDULE AND PROCEDURE

A. Escambia County shall issue County financed payments based upon clear and proper documentation of all costs to be paid or reimbursed by Escambia County in support of the ESG 2015 Grant activities provided through this Agreement. Payments shall be either made directly to the vendor on behalf and upon approval of the Agency; or alternatively, to the Agency to reimburse ESG eligible costs advanced by the Agency, as based upon voucher and supporting documentation provided to the Clerk of the Circuit Court/Finance Division, as generally summarized below:

(1) Direct Vendor Payments by County: To secure direct payments to vendors by the County, the Agency shall submit the following documentation to NED at least fourteen (14) business days prior to the anticipated payment date: a request for direct payment to the specified ESG 2015 Grant vendor on Agency letterhead with amount, vendor and specific service(s) denoted; accurate and complete two page originally signed W-9 for payee (vendor); and an original of the vendor invoice that has been reviewed and approved for payment by the Agency (the invoice must clearly state that services were provided for the ESG 2015 Grant described herein. *Direct vendor payments shall be processed by the County ONLY for individual vendor invoices that exceed $2,000*.

(2) Reimbursement of Eligible Agency Incurred Expenses: To secure reimbursement of the Agency's ESG 2015 HMIS Grant expenses as advanced by the Agency, the Agency shall provide the County full and complete documentation of the actual costs for ESG 2015 HMIS project. Agency shall afford the County reasonable access to source documents to assure that costs are proper. To secure reimbursement of expenses by the County, the Agency shall submit the following documentation to NED at least fourteen (14) business days prior to the anticipated payment date: a request for reimbursement of ESG 2015 Grant related expenses on Agency letterhead with amount, vendor and specific service(s) denoted including a signed statement by the Agency certifying that the payment has been made; accurate and complete two page originally signed Agency W-9 (if a W-9 has not been submitted to the County within the twelve (12) month period prior to the invoice date); a complete copy of the vendor invoice as paid by the Agency; a copy of the cancelled check or a paid receipt from the vendor evidencing payment of the invoice.

Subject to the terms of this Agreement, the County shall retain final authority for the approval or denial of payments from County and County controlled or administered funds. The County shall review and document all payments but shall rely heavily on the Agency for revenue and expenditure source documentation.

B. Direct payment and reimbursement requests shall include costs incurred by the Agency for the ESG 2015 Grant.

C. Upon receipt of all required eligibility and expenditure documentation and approval by the Contract Manager, the County shall issue reimbursement to the Agency within fifteen business (15) days of the date of receipt of the payment request by the Escambia County Clerk of the Circuit Court/Finance Division.

D. Agency shall cooperate with County and NED in making revisions as may be required by HUD with reference to the ESG Grant and regulations related thereto.

VII. PROJECT EVALUATION, MONITORING AND REVIEW

A. The grant will be monitored continuously based upon the documentation submitted by Agency and routine interaction between the Agency and County. Reviews shall minimally conform to that provided in Article VI of this Agreement.

B. The County shall review and evaluate Agency's performance under this Agreement and the effectiveness of the program in keeping with the purpose and intent of the Emergency Solutions Grant Program. If found to be ineffective, modification may be made to this Agreement or this Agreement may be terminated according to the provisions contained in Article VI of the Agreement.

IX. PROJECT NARRATIVE PROVIDED BY OPENING DOORS

1. Bandwidth

To expand HMIS functionality, additional bandwidth is required. Increased end user capabilities over web-based software, either onsite or remotely will benefit the user. Technology has become increasingly crucial to the success of HMIS. Investing in increased bandwidth now will make it easier to adopt new support technologies instantly moving forward. The bandwidth will enable improved HMIS Training and recording, reporting to governmental entities, and data entry speeds that process information with greater efficiency and security.

2. Licensing/Equipment/Software

   The equipment, software, and licensing cost in this budget will be used to enhance the entire HMIS. The additions outlined in this budget will promote a better administrative and user interface experience that will remove training barriers created by outdated processes.

   a. ESG funds will go to purchase a server and a back-up so that training, policies & procedures, training videos, user agreements, software applications, and other documents may be easily accessible from a variety of training locations within the HMIS implementation area. This purchase will enable trainers to access the tools they need from remote locations.
   b. Proposed in this purchase are 11 HP All in One computers and 9 mobile desks to create a training environment for new and existing users. This will enable the trainer to host training anywhere within the Coordinated Entry site. The expected cost will be S10,075. Two computers will be purchased for Samaritan Hands.
   c. The budget also includes the purchase of 12 user licenses to add new providers to the system within the coverage area at the projected cost of $3,000.
   d. Software: The budget for software will be approximately $16,328.
      i. This purchase will include Tableau data reporting software at $112.00. These are customizable worksheets used to display reports in an easy to read format.
      ii. The Purchase will include a Data Import Migration Module that will allow the upload of data from multiple source locations that utilize CSV or data schemas of 2.0 or better. The total cost is $6,900.
      iii. 15 end user licenses will be purchased to expand HMIS. The expected cost is $3,000
      iv. This purchase includes the Hyperion App to utilize Point-In-Time and other customizable assessments that are useful in gathering information. This outreach software quickly and accurately provides us with instant counts that de-duplicate information real-time. The cost is $3,000.

v. Purchase of Windows Server 2019. The server will allow the set-up of profiles, run maintenance queries, initiate backups of source documents, and monitor the overall health and efficiency of the server. The cost is estimated to be $800.00.
vi. Content Catcher software allows the HMIS user to send encrypted client information across the internet to and from referral sources. The cost is expected to be $2,016.00
vii. Domain Server and back up will cost an estimated $4,303.
viii. The total cost for the software is expected to be $16,328.

3. HMIS Personnel

To support and implement the software and hardware items over the next 3 months require consultation and additional staff resources. The cost associated with contracting and/or the use of in-house staff to carry out the implementation of these activities are included in this line item of the budget. The total expected cost for this activity is $8,563 to be spent over a 1-3-month period.

The total budget for the use of the ESG 2015 funds is estimated to be $47,898. Opening Doors will provide $47,898 In-Kind non cash match to support ESG. The total amount of the grant plus match will be $95,796.

EXHIBIT II

Reporting Requirements

MONTHLY STATUS REPORT
REPORT # _____

TO:	**ESCAMBIA COUNTY, NEIGHBORHOOD ENTERPRISE DIVISION**
FROM:	**OPENING DOORS NORTHWEST FLORIDA (NWFL), INC.**
DATE:	
PROJECT:	
CONTRACT YR:	
MONTH:	

I. PROGRESS REPORT

A. DESCRIBE IN <u>DETAIL</u> WHAT ACTIVITIES HAVE TAKEN PLACE THIS REPORTING PERIOD.

B. SHOW ANY PERTINENT INFORMATION CONCERNING THE PROJECT OR FUNDS.

C. GIVE A GENERAL STATEMENT CONCERNING ACTIVITES THAT WILL TAKE PLACE DURING THE NEXT REPORTING PERIOD.

_____

MONTHLY FINANCIAL REPORT

PROJECT:	
CONTRACT YR:	
For the MONTH of:	
CONTRACT AMOUNT:	**$**

EXPENDITURES:

ACTIVITY	**COST**

Total expenditures this period **$** _____

Remaining contract amount **$** _____

Balance end of this reporting period **$** _____

Comments

_____

_____

I certify, that to the best of my knowledge, the financial and client data reported is true and correct.

_____
Authorized Signature

_____ _____
Position **Date**

Note: Include all *canceled* checks/bank statements and paid receipts for verification of spending during the report period.

SPECIFIC EMERGENCY SOLUTIONS GRANT AND HMIS DATA STANDARDS AND REPORTING REQUIREMENTS

(MANDATORY)

Agency shall maintain, update and ensure collection, and submission (as applicable) of all Emergency Solutions Grant clients, service delivery, financial and/or outcome reporting data elements as required by the Program and specifically detailed on the HUD ESG website at the following links:

HMIS Data Standards – including future revisions as mandated by HUD (link to document provided below)

https://www.hudexchange.info/programs/hmis/

All required HMIS data (required data elements) applicable to services rendered under this Agreement shall be provided by the Agency through or in conjunction with the local HMIS system that is operated and maintained by Opening Doors Northwest Florida, Inc. All data must be directly entered into the local HMIS or be compatible in a manner that allows uploading of data to HMIS on a routine basis.

Agency acknowledges that the data requirements may be altered by HUD during the implementation of this initiative and the Agency may be required to revise reporting elements to address such revisions. However, such changes are beyond the control of the County.

EXHIBIT III

EMERGENCY SOLUTIONS GRANT PROGRAM RULES AND REGULATIONS

Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009
and related
Laws, Rules and Regulations

CERTIFICATION OF RECEIPT
Emergency Solutions Grant Program
IMPLEMENTING REGULATIONS

I/We hereby certify and affirm that Escambia County, via NED, has provided this Agency with a complete electronic copy of the current **Emergency Solutions Grant Regulations governing implementation of Homeless Emergency Assistance and Rapid Transition to Housing Act of 2009**. Agency agrees that additional amendments to said Regulations and/or directives relating to said Regulations may be disseminated by HUD during the term of this Agreement, and upon receipt and acknowledgement of said amendments or policy directives from the County/NED, the Agency shall abide with such changes in the Emergency Solutions Grant Program as of the date the information is officially acknowledged by the Agency. Further, the Agency has been directed by the County/NED to attend appropriate training as provided by HUD or HUD contractors. Agency has also been advised to review Emergency Solutions Grant, HMIS and other training materials and information relating to the activities to be implemented through this Agreement. The Agency should routinely consult the following HUD Website on a regular (at least bi-weekly) basis for regulatory and policy updates:

https://www.hudexchange.info/programs/esg/

Agency stipulates herein that, I/We have reviewed the Emergency Solutions Grant information identified and the website referenced above, and I/We clearly understand the requirements which govern the Emergency Solutions Grant financed activities agreed to under the terms and conditions of this Agreement. I/We also understand that clarification of any uncertainties regarding the Notice(s), policy directives, questions/answers, or requirements related thereto should be resolved by contacting the Contract Manager denoted in this Agreement. If the Contract Manager cannot resolve the question, the issue will be submitted to the HUD for review and resolution.

Further, I/We certify and acknowledge that Emergency Solutions Grant *services* are limited to a specific income level and that such targeting is a mandatory requirement in carrying out any agreement which involves delivery of services to clients and/or oversight of any agency or agencies having responsibility for delivery of such services through the Emergency Solutions Grant. I/We are familiar with the: income eligibility guidelines (income chart), income determination procedures, income verification/documentation procedures, and income compliance requirements hereunder and the penalties to be suffered by the Agency for failing to assure such compliance.

This certification is provided in lieu of including the entire text of the Notice and voluminous related materials in this Exhibit. I/We understand that additional copies of any of the referenced materials or training related to such materials will be provided upon written request directed to the Contract Manager by this Agency. As the local Homeless Continuum of Care (CoC) agency, I/We certify and affirm that Agency staff are very knowledgeable with respect to the HEARTH Act, Emergency Solutions Grant and HMIS.

Agency:

Opening Doors Northwest Florida (NWFL), Inc

By:_____

Date:_____

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents and all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature:_____ Date:_____
Certifying Official:

Agency: **Opening Doors Northwest Florida (NWFL), Inc**

CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
AND OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:_____ ESG 2015 HMIS
Name: Project Name
Title:

Firm/Agency: Opening Doors Northwest Florida (NWFL), Inc.

Street Address: 1020 North New Warrington Rd
Pensacola, Florida 32506

CERTIFICATION REGARDING DRUG-FREE REQUIREMENTS

Opening Doors Northwest Florida, Inc. certifies that it will provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in theAgency's workplace and specifying the actions that will be taken against employees for violation of such prohibitions;

(b) Establishing a drug-free awareness program to inform employees about-

(1) The dangers of drug abuse in the workplace;

(2) TheAgency's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the Program be given a copy of the statement required by paragraph (a);

(d) Notifying the employer in the statement required by paragraph (a) that, as a condition of employment, the employee will-

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;

(e) Notifying HUD within ten calendar (10) days after receiving notice under subparagraph (d) (2) from an employer or otherwise receiving actual notice of such conviction;

(f) taking one of the following actions, within thirty (30) calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is convicted-

(1) taking appropriate personnel action against such an employee, up to and including termination; or

(2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

PLACE OF PERFORMANCE
FOR CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

Agency/Company: Opening Doors Northwest Florida (NWFL), Inc. Date: _____

Grant Program Name: HESG 2015 HMIS

Grant Number: E15-UC-12-0022_____

Opening Doors Northwest Florida, Inc shall insert in the space provided below the site(s) expected to be used for the performance of work under the grant covered by the certification:

PLACE OF PERFORMANCE (Including street address, city, county, state, and zip code for each site):

Agency Service Delivery Address:

1020 North New Warrington Road
Pensacola, Florida 32506

Total estimated number of employees expected to be engaged in the performance of the grant at the site(s) noted above:

Enter Number of Employees involved in ESG Grant: _____

SIGNED:_____
Certifying Officer

Agency: Opening Doors Northwest Florida (NWFL), Inc.

LISTING OF STANDARD CONTRACT PROVISIONS

Conditions & Certifications Required by HUD for Contracts Funded by CDBG or ESG

All activities under this Agreement must be carried out in compliance with the following federal laws and regulations to the extent each is applicable to this specific agreement. These laws and regulations and the descriptions herein are not intended to be complete. This is not an all-inclusive list of requirements.

- Program Income 24 C.F.R. §570.503(b)3 and 24 C.F.R. §504
  The receipt and expenditure of gross income directly generated from use of Community Development Block Grant (CDBG) funds shall be recorded as part of the financial transactions of the grant program. Program income received before grant closeout may be retained if the income is treated as additional CDBG funds subject to all applicable requirements governing the use of CDBG funds.

- Conditions for Religious Organizations 24 C.F.R. §570.200(j)
  In accordance with First Amendment Church/State Principles, as a general rule, CDBG assistance may not be used for religious activities. CDBG funds may be contracted to a primarily religious entity for eligible public services where the entity hereby agrees to the following:

  - It will not discriminate against any person applying for such public services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
  - It will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing and exert no other religious influence in the provision of such public services.

- Reversion of Assets 24 C.F.R. §570.503(b)8
  Upon the discontinuation of funding this program with CDBG, the Recipient shall transfer to the County any CDBG funds on hand and any accounts receivable attributable to the use of CDBG funds. Any real property under the Recipient's control that was acquired or improved, in whole or in part, in excess of Twenty-Five Thousand Dollars ($25,000) shall either: (1) be used to meet one of the CDBG national objectives until five (5) years after the expiration of the Agreement or for such longer period of time as determined; (2) disposed of in such a manner that results in the County being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property.

- The conflict of interest provisions of the Community Development Block Grant (CDBG) Regulations (24 C.F.R. §570.611) reads in substance as follows:

  - No person (1) who is an employee, agent, consultant, officer, or elected or appointed official of the recipient, or any designated public agencies, or any subrecipient which is receiving CDBG or ESGP funds and (2) who exercises of has exercised any functions or responsibilities with respect to CDBG or ESGP activities assisted under this Part or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or in the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure and for one year thereafter.

- Conflict of interest provisions found in 24 C.F.R. §84.42, 24 C.F.R. §85.36, 24 C.F.R. §570.611 and additionally:

  No member, officer, or employee of the grantee, or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under the Agreement.

- Public Law 88-352 referring to Title VI of the Civil Rights Act of 1964 and implementing regulations issued in 24 C.F.R. Part 1, as related to non-discrimination in federally-assisted programs.

- Public Law 90-284 referring to the Fair Housing Act (42 U.S.C. §§3601 et seq.), as amended, and implementing regulations.

- Executive Order 11063, as amended by Executive Order 12259, and the implementing regulations. Prohibits discrimination in the sale, leasing, rental, use or occupancy, or disposition of residential property assisted with federal funds.

- Section 109 of the Housing and Community Development Act of 1974, as amended, and the regulations issued pursuant thereto (24 C.F.R. §570.602). Prohibits discrimination or exclusion of benefits in any program or activity funded in whole or in part with CDBG funds. Also incorporates the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1974.

- Equal Employment Opportunity—All contracts shall contain a provision requiring compliance with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 C.F.R. Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

- 24 C.F.R. §570.614 requires compliance with the Architectural Barriers Act of 1968 (42 U.S.C. §§4151-4157) and with the Americans with Disabilities Act (42 U.S.C. §12131; 47 U.S.C. §155, 201, 218, and 225).

- The lead based paint requirements of 24 C.F.R. Part 35, issued pursuant to the Lead Based Paint Poisoning Prevention Act. Prohibits the use of lead based paints and requires notification, elimination, abatement and tenant protection.

- CDBG funds may not be used directly or indirectly to engage any contractor during any period of debarment, suspension or placement in ineligibility status under provisions of 2 C.F.R. §2424.

- The Agency shall comply with the policies, guidelines and requirements of 2 C.F.R. §200. Title 2, Part 200 of the Code of Federal Regulations consolidates the financial, audit, and related requirements formerly found in the following Office of Management and Budget (OMB) Circulars

  - A-87
  - A-110
  - A-122

- A-133

- Section 3
  - The Agency certifies the following under Section 3 of the HUD Act of 1968, as amended:

  - The work to be performed under this contract is on a project assisted under a program providing direct federal financial assistance from the Department of HUD and is subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. §1701u. Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area (particularly those who are recipients of government assistance for housing), and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in the area of the project.

  - The parties to this contract will comply with the provisions of said Section 3 and the regulations, as amended, issued pursuant thereto, by the Secretary of HUD set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of this contract. The parties to this contract certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.

  - The contractor will send to each labor organization or representative of workers with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advising the said labor organization or workers' representative of his commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

  - The contractor will include the Section 3 clause set forth in 24 C.F.R. §135.38 in every subcontract for work in connection with the project and will, at the direction of the applicant for or recipient of federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of HUD, 24 C.F.R. Part 135. The contractor will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations (24 C.F.R. §570.607).

  - Compliance with the provisions of Section 3, the regulations set forth in 24 C.F.R. Part 135, and all applicable rules and orders of the Department issued thereunder, prior to the execution of the contract, shall be a condition of the federal financial assistance provided to the project, binding upon the applicant or recipient for such assistance, its successors and assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors, and assigns to those sanctions specified by the grant or loan agreement or contract through which federal assistance is provided, and to such sanctions as are specified by 24 C.F.R. Part 135.

- Lobbying: The Agency Certifies the Following Under Section 1352, Title 31, U.S. Code:
  - No federal appropriated funds have been paid or will be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the

extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the contractor shall complete Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- The contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

- This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars ($10,000) and not more than One Hundred Thousand Dollars ($100,000) for each such failure.

- Copeland “Anti-Kickback” Act (18 U.S.C. §874 and 40 U.S.C. §276c)—All contracts and subgrants in excess of $2000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. §874), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

- Davis-Bacon Act, as amended (40 U.S.C. §276a to a-7)—As required by 24 C.F.R. §570.603, all construction contracts awarded by the recipients and subrecipients of more than $2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §276a to a-7) and as supplemented by Department of Labor regulations (29 C.F.R. Part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

- Contract Work Hours and Safety Standards Act (40 U.S.C. §327 through 333)—Where applicable, all contracts awarded by recipients in excess of $2000 for construction contracts and in excess of $2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §327-333), as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in

excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- Rights to Inventions Made Under a Contract or Agreement—Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by HUD.

- Clean Air Act (42 U.S.C. §§7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. §§1251 et seq.), as amended—Contracts and subgrants of amounts in excess of $100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

- Byrd Anti-Lobbying Amendment (31 U.S.C. §1352)—Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- Drug-Free Workplace Act of 1998 (41 U.S.C. §§701 et seq.) – The Agency shall not receive a federal grant unless it agrees to provide a drug-free workplace by publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying actions that will be taken against employees for violations or the prohibition and establishing a drug-free awareness program for employees.

- Resource Conservation and Recovery Act (42 U.S.C. §6962); 24 C.F.R. §84.16 – Non-profit organizations that receive direct Federal awards or other Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to the EPA guidelines.

- Financial management systems: Agency's financial management systems must comply with the standards set forth in 24 C.F.R. §84.21.

- Use of real property (24 C.F.R. §570.505) – The Agency may not change the use or planned use of any real property acquired or improved with CDBG funds for a period of at least five years. Any change of use of real property requires consultation with the County and may involve reimbursing the County for any funds expended for the acquisition or improvement.

- Disposition of equipment (24 C.F.R. §570.502(b)(3)(iv)) – Proceeds of the sale of equipment originally acquired with CDBG funds shall be counted as program income. If such equipment is not sold and is no longer needed by the Agency for CDBG-funded activities, the agency may retain the equipment after compensating the County.

- Procurement and Competitive Processes (24 C.F.R. §84.43-48) – All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade.

- Records retention requirements (24 C.F.R. §570.502(b)(3)(ix)) - Financial records, supporting documents, statistical records, and all other records pertinent to an award shall be retained for a period of five years from the date of submission of the County's annual performance and evaluation report to US HUD (24 C.F.R. §91.520).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17792 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Contract Award for SHIP Housing Rehabilitation Services for 7801 Amberidge Road
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for State Housing Initiatives Partnership Housing Rehabilitation Services for 7801 Amberidge Road - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 7801 Amberidge Road:

A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement between Escambia County, Florida; Design Homebuilders, Inc., Contractor; and Robert Ikner, Owner; per the terms and conditions of NED S-R-2020-9, NED SHIP Housing Repair for 7801 Amberidge Road, for $31,710; and

B. Authorize the issuance of a Purchase Order.

[Funding: Fund 120/2018 SHIP, Cost Center 370205 or 2019 SHIP, Cost Center 370206-$30,000; and Fund 124/Affordable Housing, Cost Center 370290-$1710]

BACKGROUND:

An Invitation to Bid for project NED S-R-2020-9, NED SHIP Housing Repair for 7801 Amberidge Road was published in Vendor Registry on March 9, 2020 (Exhibit I), and accessed by 79 firms including construction resources such as the Construction Journal and Construction Bid Source. A mandatory pre-solicitation conference was held on March 27, 2020 at the property, which was attended by six firms. Sealed bids were received from four firms on March 3, 2020, with

Design Homebuilders, Inc., being the lowest, most responsive bidder (Exhibit II). The Program Agreement is provided as Exhibit III, which will award the Contract for the base bid of $31,710. SHIP funding will cover $30,000 of the repairs, which is the maximum allowed by the SHIP program as outlined in the Board approved Local Housing Assistance Plan (LHAP), with the balance to come from Affordable Housing funds.

Repairs for this property will include roof replacement; installation of new plumbing drain line; new water heater; installation of new plumbing fixtures; installation of smoke detectors and GFCI's; exterior siding repairs and painting; kitchen cabinetry replacement; and bath and kitchen venting to bring up to code.

BUDGETARY IMPACT:

Funds are available in Fund 120/2018 SHIP, Cost Center 370205 or 2019 SHIP, Cost Center 370206 and Fund 124/Affordable Housing, Cost Center 370290.

LEGAL CONSIDERATIONS/SIGN-OFF:

The SHIP Housing Rehabilitation Services Program Agreement has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts. The project and Agreement are in compliance with the SHIP LHAP and the property owner meets all eligibility guidelines for assistance under this program.

IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division will submit the Purchase Order and will have administrative oversight of the project.

Attachments

Ex I-Bid Documents7801 Amberidge

Ex II-Bid Tabulation 7801 Amberidge

Ex III-SHIP Contract 7801 Amberidge

VendorRegistry

Expired Solicitation

Details for expired solicitation

Status: In Review

Solicitation Type: Sealed Solicitation

Solicitation: NED S-R-2020-9

Solicitation Request: NED SHIP HOUSING REPAIR FOR 7801 AMBERIDGE ROAD

Deadline: 4/3/202012:00 PM (Central Time)

Pre-Bid Meeting-Date: 3/27/2020 8:30 AM (Central Time)

Pre-Bid Meeting-Details: Mandatory pre-bid conference will be held at the project site on March 27, 2020 at 8:30 AM

Description:
NED SHIP single housing rehabilitation project for Robert J. Ikner located at 7801 Amberidge Road, Pensacola, Florida 235034. Repairs include plumbing, electrical and roof.

Allow Online Bid Submittal: Yes

Products and Services Keywords:

- Home Construction, Single Family
- Maintenance and Repair, Residential buildings
- Painting, Maintenance and Repair, including caulking
- Maintenance and Repair, Residential buildings including Single Family

Products and Services:

- Home Construction, Single Family
- Maintenance And Repair, Residential Buildings (Incl. Single Family Homes And Apartments)
- Painting, Maintenance And Repair Services (Including Caulking)

Documents:

- SHIP Housing Repair Specs-Robert Ikner.pdf
- SHIP CDBG rehab addendum 1 .pdf
- 7801 Amberidge.pdf

Notified Vendors:

- 3/23/2020 - 850 Paint Pro (rick850@gmail.com)
- 3/23/2020 - ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 3/23/2020 - Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 3/23/2020 - Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 3/23/2020 - Angela Monteleone, Handywoman Services (amonteswb@gmail.com)
- 3/23/2020 - Arkitektura Development Inc (bethacontreras@gmail.com)
- 3/23/2020 - B2W Home Repair (b2wrepair@gmail.com)
- 3/23/2020 - Baughn Renovations, LLC (oran@baughnrenovations.com)
- 3/23/2020 - Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)
- 3/23/2020 - Beach Bum Renovations & More LLC (beachbumrenovations@gmail.com)
- 3/23/2020 - Bill walther construction (billwaltherconstruction@gmail.com)
- 3/23/2020 - Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 3/23/2020 - Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 3/23/2020 - Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 3/23/2020 - Chris Perritt LLC (chrp4x4@aol.com)
- 3/23/2020 - Citrus Sandblast (brandon@citrussandblast.com)
- 3/23/2020 - Coastal Cottage Concierge (coastalc3@gmail.com)
- 3/23/2020 - Construction Bid Source (chin@constructionbidsource.com)
- 3/23/2020 - Construction Journal (bids@thecj.com)
- 3/23/2020 - Corporate vision inc (corpvisioninc@gmail.com)
- 3/23/2020 - Curley Construction of NW FL Inc (c2144@cox.net)
- 3/23/2020 - D & K Concrete construction (dkconcrete24@gmail.com)
- 3/23/2020 - D & R Painting Inc Group (dandrpaintinginc@gmail.com)
- 3/23/2020 - David H Griffin Enterprises, LLC (bbdllc@yahoo.com)
- 3/23/2020 - Dodge Data & Analytics (dodge.bidding@construction.com)
- 3/23/2020 - Dodge Data & Analytics (s.kalyanaraman@construction.com)
- 3/23/2020 - Duggins Services, Inc (asmith@dugginsservices.com)
- 3/23/2020 - Duggins Services, Inc (sales@dugginsservices.com)
- 3/23/2020 - E. O. Koch Construction Co. (mike@eokoch.com)
- 3/23/2020 - Emerald Coast Constructors, Inc. (mark.ecc@cox.net)
- 3/23/2020 - Emerald Coast Constructors, Inc. (rzimmerman.ecc@gmail.com)
- 3/23/2020 - empire builders (mike@empirebuildersgroup.com)
- 3/23/2020 - Empire Builders Group Inc (estimator@empirebuildersgroup.com)
- 3/23/2020 - Emry Construction LLC (emryconstruction@gmail.com)
- 3/23/2020 - English Brothers (sitoenglish@yahoo.com)
- 3/23/2020 - Enterprise Pals, Inc. (nazim@enterprisepals.com)
- 3/23/2020 - Evan Chase Construction, Inc. (evanchaseconstruction@gmail.com)
- 3/23/2020 - Grand Service Company, LLC. (gsc7149@gmail.com)
- 3/23/2020 - Grand Service Company, LLC. (markg7149@gmail.com)

COPY | COPY TO CONTRACT | COPY TO BID EVALUATION

- 3/23/2020 - Green Group Environmental, LLC (brian@greengroupenvironmental.com)
- 3/23/2020 - Greenhut Construction (randy@greenhut.com)
- 3/23/2020 - Homes By Vets (eric@homesbyvets.com)
- 3/23/2020 - Huey's Works Corporation (admin@hueysworks.com)
- 3/23/2020 - Hurley R&R, LLC (Hurleyrnr@yahoo.com)
- 3/23/2020 - Infrastructure Specialty Services (kirk@issglobalservices.com)
- 3/23/2020 - Infrastructure Specialty Services (tammy@issglobalservices.com)
- 3/23/2020 - iSqFt (content@constructconnect.com)
- 3/23/2020 - iSqFt (kosborn@isqft.com)
- 3/23/2020 - J Green Construction Services, Inc. (jon@jgreenconstruction.net)
- 3/23/2020 - J&E Construction (may@jeconstruct.com)
- 3/23/2020 - Jire PPE & Jr construction Company LLC (demetrioroofing@gmail.com)
- 3/23/2020 - JRM Construction Group (eddie.aldridge@jrmconstructiongroup.com)
- 3/23/2020 - JRM Construction Group (jim.mizell@jrmconstructiongroup.com)
- 3/23/2020 - JSX Incorporated (jsparks@jsxcorp.com)
- 3/23/2020 - KWOIN CONSTRUCTION CORPORATION (aarchie@aol.com)
- 3/23/2020 - KWOIN CONSTRUCTION CORPORATION (kwoincorp@bellsouth.net)
- 3/23/2020 - LaCoste General Contractors LLC (lacostegeneralcontractorsllc@yahoo.com)
- 3/23/2020 - Mattair Construction Co., Inc. (becky@mattairconstruction.com)
- 3/23/2020 - Mattair Construction Co., Inc. (lloyd@mattairconstruction.com)
- 3/23/2020 - MCDELT LLC (nisbez@me.com)
- 3/23/2020 - MCNORTON MECHANICAL CONTRACTORS (LMCNORTON@MCNORTONHVAC.COM)
- 3/23/2020 - MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
- 3/23/2020 - MD Moore Homes Inc. (mdmoorehomes@gmail.com)
- 3/23/2020 - MD Thomas Construction LLC (laura@mdthomasconstruction.com)
- 3/23/2020 - Mike Motes Builders LLC (amotes6912@aol.com)
- 3/23/2020 - OliverSperry Renovation (tboyer@oliversperryrenovation.com)
- 3/23/2020 - Olvera Company (mike@olveracompany.com)
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- 3/27/2020 - Vantage Construction Group (doug@vantageconstructiongroup.com)
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- 3/27/2020 - Wide Range Home Repair & Tractor Services (widerangehomerepair@gmail.com)
- 4/14/2020 - 850 Paint Pro (rick850@gmail.com)
- 4/14/2020 - ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 4/14/2020 - Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 4/14/2020 - Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
- 4/14/2020 - Angela Monteleone, Handywoman Services (amonteswb@gmail.com)
- 4/14/2020 - Arkitektura Development Inc (bethacontreras@gmail.com)
- 4/14/2020 - B2W Home Repair (b2wrepair@gmail.com)
- 4/14/2020 - Baughn Renovations, LLC (oran@baughnrenovations.com)
- 4/14/2020 - Baughn Renovations, LLC (RANDY@BAUGHNRENOVATIONS.COM)
- 4/14/2020 - Beach Bum Renovations & More LLC (beachbumrenovations@gmail.com)
- 4/14/2020 - Bill walther construction (billwaltherconstruction@gmail.com)
- 4/14/2020 - Birkshire Johnstone, LLC (chris@birkshirejohnstone.com)
- 4/14/2020 - Birkshire Johnstone, LLC (melissa@birkshirejohnstone.com)
- 4/14/2020 - Blue Team Restoration (Jrobards@bbmkcontracting.com)
- 4/14/2020 - Chris Perritt LLC (chrp4x4@aol.com)

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- 4/14/2020 - Citrus Sandblast (brandon@citrussandblast.com)
- 4/14/2020 - Coastal Cottage Concierge (coastalc3@gmail.com)
- 4/14/2020 - Construction Bid Source (chin@constructionbidsource.com)
- 4/14/2020 - Construction Journal (bids@thecj.com)
- 4/14/2020 - Corporate vision inc (corpvisioninc@gmail.com)
- 4/14/2020 - Curley Construction of NW FL Inc (c2144@cox.net)
- 4/14/2020 - D & K Concrete construction (dkconcrete24@gmail.com)
- 4/14/2020 - D & R Painting Inc Group (dandrpaintinginc@gmail.com)
- 4/14/2020 - David H Griffin Enterprises, LLC (bbdllc@yahoo.com)
- 4/14/2020 - Dodge Data & Analytics (dodge.bidding@construction.com)
- 4/14/2020 - Dodge Data & Analytics (s.kalyanaraman@construction.com)
- 4/14/2020 - Duggins Services, Inc (asmith@dugginsservices.com)
- 4/14/2020 - Duggins Services, Inc (sales@dugginsservices.com)
- 4/14/2020 - E. O. Koch Construction Co. (mike@eokoch.com)
- 4/14/2020 - Emerald Coast Constructors, Inc. (mark.ecc@cox.net)
- 4/14/2020 - Emerald Coast Constructors, Inc. (rzimmerman.ecc@gmail.com)
- 4/14/2020 - empire builders (mike@empirebuildersgroup.com)
- 4/14/2020 - Empire Builders Group Inc (estimator@empirebuildersgroup.com)
- 4/14/2020 - Emry Construction LLC (emryconstruction@gmail.com)
- 4/14/2020 - English Brothers (sitoenglish@yahoo.com)
- 4/14/2020 - Enterprise Pals, Inc. (nazim@enterprisepals.com)
- 4/14/2020 - Evan Chase Construction, Inc. (evanchaseconstruction@gmail.com)
- 4/14/2020 - Grand Service Company, LLC. (gsc7149@gmail.com)
- 4/14/2020 - Grand Service Company, LLC. (markg7149@gmail.com)
- 4/14/2020 - Green Group Environmental, LLC (brian@greengroupenvironmental.com)
- 4/14/2020 - Greenhut Construction (randy@greenhut.com)
- 4/14/2020 - Homes By Vets (eric@homesbyvets.com)
- 4/14/2020 - Huey's Works Corporation (admin@hueysworks.com)
- 4/14/2020 - Hurley R&R, LLC (Hurleyrnr@yahoo.com)
- 4/14/2020 - Infrastructure Specialty Services (kirk@issglobalservices.com)
- 4/14/2020 - Infrastructure Specialty Services (tammy@issglobalservices.com)
- 4/14/2020 - iSqFt (content@constructconnect.com)
- 4/14/2020 - iSqFt (kosborn@isqft.com)
- 4/14/2020 - J Green Construction Services, Inc. (jon@jgreenconstruction.net)
- 4/14/2020 - J&E Construction (may@jeconstruct.com)
- 4/14/2020 - Jire PPE & Jr construction Company LLC (demetrioroofing@gmail.com)
- 4/14/2020 - JRM Construction Group (eddie.aldridge@jrmconstructiongroup.com)
- 4/14/2020 - JRM Construction Group (jim.mizell@jrmconstructiongroup.com)
- 4/14/2020 - JSX Incorporated (jsparks@jsxcorp.com)
- 4/14/2020 - KWOIN CONSTRUCTION CORPORATION (aarchie@aol.com)
- 4/14/2020 - KWOIN CONSTRUCTION CORPORATION (kwoincorp@bellsouth.net)
- 4/14/2020 - LaCoste General Contractors LLC (lacostegeneralcontractorsllc@yahoo.com)
- 4/14/2020 - Mattair Construction Co., Inc. (becky@mattairconstruction.com)
- 4/14/2020 - Mattair Construction Co., Inc. (lloyd@mattairconstruction.com)
- 4/14/2020 - MCDELT LLC (nisbez@me.com)

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- 4/14/2020 - MCNORTON MECHANICAL CONTRACTORS (LMCNORTON@MCNORTONHVAC.COM)
- 4/14/2020 - MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
- 4/14/2020 - MD Moore Homes Inc. (mdmoorehomes@gmail.com)
- 4/14/2020 - MD Thomas Construction LLC (laura@mdthomasconstruction.com)
- 4/14/2020 - Mike Motes Builders LLC (amotes6912@aol.com)
- 4/14/2020 - OliverSperry Renovation (tboyer@oliversperryrenovation.com)
- 4/14/2020 - Olvera Company (mike@olveracompany.com)
- 4/14/2020 - Olympus Painting Contractors Inc (lisa@olympuspainting.com)
- 4/14/2020 - ParsCo, LLC (amir@pars-co.net)
- 4/14/2020 - Pat's Pump & Blower (PatrickJ@Patspump.com)
- 4/14/2020 - Pat's Pump & Blower (patspump@aol.com)
- 4/14/2020 - Rabbit Repairman, LLC (rabbitrepairman@gmail.com)
- 4/14/2020 - Reasor Building Group (matt.hall@rbg8a.com)
- 4/14/2020 - Reisch Development and Construction Services, LLC (peggy@reischco.com)
- 4/14/2020 - Renaissance BCI (jack@renaissance-bci.com)
- 4/14/2020 - Reyco Contracting Solutions LLC (vgarrett@reycocontracting.com)
- 4/14/2020 - Reyco Contracting Solutions LLC (vreynoso@reycocontracting.com)
- 4/14/2020 - Rockwell Corporation (rockwellcorporation@gmail.com)
- 4/14/2020 - Rowe Roofing (cole@roweroofing.com)
- 4/14/2020 - Sessions Incorporated (sessionsincorporated@gmail.com)
- 4/14/2020 - Southern Lifestyle Development Company (chris@rrcoa.com)
- 4/14/2020 - Southern Lifestyle Development Company (derek@rrcoa.com)
- 4/14/2020 - Sunbelt Rentals (Brent.McCurry@sunbeltrentals.com)
- 4/14/2020 - Sunbelt Rentals (matt.rolfe@sunbeltrentals.com)
- 4/14/2020 - Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 4/14/2020 - Terry's Paint & Body Inc. (hbrowser@aol.com)
- 4/14/2020 - Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
- 4/14/2020 - Three Palms Construction and Development, Inc. (eric@threepalmsfl.com)
- 4/14/2020 - Tompkins Painting, Inc (tompkinspaintingestimator@gmail.com)
- 4/14/2020 - Universal Pro Painting Inc. (universalpainting@mail.com)
- 4/14/2020 - Utility Service Co, INC (rlee@uscofl.com)
- 4/14/2020 - Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 4/14/2020 - Vantage Construction Group (doug@vantageconstructiongroup.com)
- 4/14/2020 - Wharton-Smith, Inc. (amatthews@whartonsmith.com)
- 4/14/2020 - Wide Range Home Repair & Tractor Services (widerangehomerepair@gmail.com)

Online Bids:

- Design Home Builders, Inc. - 7801 Amberidge.pdf
- MCDELT LLC - Ambridge Road.pdf
- David H Griffin Enterprises, LLC - Scan0146.pdf
- David H Griffin Enterprises, LLC - Scan0145.pdf
- David H Griffin Enterprises, LLC - Scan0144.pdf

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- David H Griffin Enterprises, LLC - Scan0147.pdf

Additions:

Addition 1: In Review

Posted: 4/14/2020

Description:
Contract Award to be considered at 05/07/20 BCC meeting.

Documents:
- Bid Tab R. Ikner.pdf

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EXHIBIT II

Escambia County
Neighborhood Enterprise Division (NED) Housing Repair Program
Public Notice of Recommended Award
Bid Tabulation

Bid Opening Date: 04/06/20
Bid Opening Time: 2:15 P.M.
Bid Opening Location: 221 Palafox Place, Suite 200

Solicitation Number: NED S-R-2020-9
Solicitation Name: NED SHIP Housing Repair for 7801 Amberidge Road

AGENCY NAME	BASE BID	ALTERNATE 1	ALTERNATE 2	GRAND TOTAL
Design Homebuilders Inc	$31,710.00	N/A	N/A	$31,710.00
David Griffin H. Enterprises	$32,000.00			$32,000.00
Mike Motes Builders LLC	$32,150.00			$32,150.00
MCDELT LLC	$35,550.00			$35,550.00

Bids Opened By: George Bell, NED
Bids Witnessed By: Sean Webster, NED; Shannon Erdwins, Clerk of Court (COC)

Neighborhood Enterprise Division recommends to the BOCC to award a contract to Design Home Builders Inc for the base bid of $31,710.00.

Status: Under Review
BCC Meeting Date: 05/07/20

SHIP HOUSING REHABILITATION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between _Robert Ikner__ (hereinafter referred to as "Owner"), and _Design Homebuilders, Inc.__ (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division (hereinafter referred to as "NED"), has established the **SHIP Housing Rehabilitation Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a SHIP Housing Rehabilitation Services loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Section 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.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at 7801 Amberidge Road, FL 32534____ (hereinafter referred to as "Project"), in accordance with the *Scope of Work*, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor an amount not to exceed the total sum of $_Thirty One Thousand Seven Hundred Ten Dollars ($31,710.00) [comprised of $30,000 in SHIP funds and $1710 in Affordable Housing funds] (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. If the Contract Amount is $15,000 or less then the County shall issue payment to the Contractor in a single lump sum upon satisfactory completion of the Project. If the Contract Amount exceeds $15,000 then the County shall issue two payments to Contractor as follows: 40% of the Contract Amount will be paid when 50% of the scope of work is certified complete by NED; the remaining 60% of the Contract Amount will be paid upon full completion of the scope of work and acceptance by NED.

Contractor may request payments by the submission of a properly executed original invoice with appropriate supporting documentation. Payments will be made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder 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 inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (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 Agreement.

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.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide *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.

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.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

Section 6. Notice to Proceed. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **thirty (30) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$50.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED 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 inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

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 actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

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 8. Delays. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of the Owner’s unreasonable interference or other 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/NED in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED 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 the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon 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.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery 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.

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 11. **Final Completion.** The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D;** (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. **Tests and Inspections.** The County/NED, 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 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.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

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.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. Reports. Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Agreement, 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.

Contractor shall keep all records and supporting documentation which 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. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement 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 14. Defective Work. Work not conforming to the requirements of the Agreement shall be deemed "*defective work*." If required by County, Contractor shall either cure 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. 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.

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 work, 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.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, 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.

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 Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

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 Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Section. 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 Agreement, 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 15. Termination.

15.1 Termination for Contractor's Default. 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: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as

directed by the County; or (c) 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 (d) discontinues the prosecution of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED 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.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

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.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the prosecution of or completion of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc.) shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. 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, 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. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of SHIP funds, and the County/NED reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 Notice of Suspension. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** 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 Agreement. 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 16. **Indemnification.** To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. **Insurance.** The Contractor and any subcontractors who may perform work in connection with this Project are 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 or proof of exemption.

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 **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

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, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 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.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. **Subcontracts.** The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be

responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall 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.

Section 20. **Warranty.** Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. **Utilities [CHECK ONE]:**

☒ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

☐ The Owner will permit the Contractor to use the water at no extra cost. The Contactor assumes all obligation/liability regarding the electrical power necessary to complete the Project.

Section 22. **Owner's Responsibilities.** The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the project. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. The Owner is responsible for reinstallation of area rugs, draperies, wall coverings and/or furniture at project completion unless otherwise specified in the Project Scope of Work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project.

Section 23. **Notice to Owner of Florida's Construction Lien Law & Recovery Fund.**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE

MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and 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. Owner and 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, Owner and Contractor agree 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 that any party 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 parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND 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, FL 32502
850-595-4947

Section 26. **Entire Agreement.** This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. **Permits.** The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. 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.

Section 28. **Compliance with Laws.** Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. **Assignment.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

Section 30. **Notices.** Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Robert Ikner	Design Homebuilders, Inc.
Neighborhood Enterprise Division	7801 Amberidge Road	2460 Bluffs Circle
221 Palafox Place, Suite 200	Pensacola, FL 32534	Pensacola, FL 32503
Pensacola, FL 32502		

All notices shall be sent by certified mail, return receipt requested.

Section 31. **No Discrimination.** The Owner and Contractor 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.

Section 32. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. **Governing Law.** 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.

Section 34. **Severability.** 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.

Section 35. **Headings.** 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.

Section 36. **Authority**. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Signature of Contractor:	**Signature of Owner(s):**
Firm Name, Address, City, State, Zip:, Design Homebuilders, Inc. 2460 Bluffs Circle Pensacola, FL 32503	**Name, Address, City, State, Zip:** Robert Ikner 7801 Amberidge Road Pensacola, FL 32534
FL and County License No.:	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid: 4/6/2020	**Date of BCC Acceptance:** 5/7/2020

ESCAMBIA COUNTY, FLORIDA:

Witness: _____

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Date: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 04-20-2020

EXHIBIT A

SHIP Housing Repair Program Specifications
Robert J. Ikner
7801 Amberidge Road
Pensacola, FL 32534
PAGE 1

GENERAL:
▪ The subject Housing Unit was built prior to 1978 and therefore is a “targeted property” under the EPA’s RRP Rule, as some painted surfaces may be disturbed. Therefore, the implementation of “safe work practices” is required along with submittal by the RRP Contractor of “Renovation Recordkeeping Checklist” form.
▪ There is no Federal Funding on this project.

The Homeowner will have the following sample choices, **where applicable:**

Roof Color-1 choice
Interior Trim, Satin or Semi-Gloss Latex-1 choice
Interior Walls, Eggshell Latex-1 choice
Cabinetry Style and color-1 choice

PLUMBING:
Install new sanitary drain line from house to existing lateral.
Install a new 40 gallon electric Water Heater in existing location as per Escambia County Code.
Install new washer box as per Escambia County Code.
Install new ice maker line and box as per Escambia County Code.
Install 1 new Sterling tub surround model 61044100 in white or Style Selections model SS01603059 or equivalent in white with corresponding tub.
Install 1 new Delta vanity sink faucet with pop up drain model 520-SSMPU-DST or equivalent.
Install 1 new Delta shower/tub faucet with valve model T13420-SS or equivalent.
Install a new Delta kitchen faucet with sprayer model 400-SS-DST-A or equivalent.
Install a new double bowl stainless steel sink with minimum 7” deep bowls
Install new all metal Stainless steel sink baskets with strainers.
Install all new ¼ turn brass valves on fixtures as required per Escambia County Code.
Install all new drain assemblies from fixtures to waste. Delete drains that are not connected to the sanitary sewer system (kitchen and laundry).
Install new braided supply lines to toilet, vanity and kitchen sink.

ELECTRICAL:
Install new hardwired smoke detectors with battery back-up as required per Escambia County Code.
Replace/install GFI’s as required by Escambia County Code.
Install electrical to vent a hood and bath vent fan.
Replace disconnect at condensing unit on rear of house.
Install ceiling light fixture, model Hampton Bay FZP8012A or equivalent.

MECHANICAL:
Install new Broan 40000 series vented range hood or equivalent with duct chase and vented to atmosphere as per Escambia County Code. Color to match existing appliances.
Install new exhaust fan rated at a minimum of 70 CFM and Energy Star Qualified in bathroom vented to the atmosphere as per Escambia County code.

CABINETRY:
Remove upper and lower cabinets in kitchen and dispose.
Install approximately 24 linear feet of upper and lower cabinets with at least 1 drawer stack.
Install approximately 15 linear feet of new standard grade post formed countertop with an incorporated back splash and caps and or end splashes in kitchen with homeowner selecting color.
Replace 24” vanity and top in hall bath with integrated sink.
Cabinetry will be of like, kind and quality as example below.
Cabinetry will be stained and finished with the homeowner selecting the color.
Install knobs and pulls on new cabinets with the homeowner selecting the style.
Cabinetry will be constructed of plywood with ½” plywood top, bottom and sides.
Back is to be of 3/16” plywood with ½” hanger rails. Toe kick is ½” plywood. Stile and rails will be of solid wood. Doors can be plywood construction and drawer fronts solid wood.

KITCHEN: 10’X8’4”X8’:
Install new 3-1/4” wood base and shoe moulding or 1/4 round.
Repair walls and ceiling matching surrounding texture as close as possible then prep walls and ceiling to paint.
Prep, seal as required and paint walls, ceiling and all painted casework.

BATHROOM:
Repair walls and ceiling matching existing surrounding texture.
Install new 3-1/4” wood base and shoe moulding or 1/4 round.
Re-install shower rod.
Prep, seal as required and paint walls, ceiling and all painted casework.

EXTERIOR REPAIRS:
Replace damaged or deteriorated siding and associated trim at area of enclosed carport approximately 224 square feet of T-111 pine siding.
Prep, prime and paint repaired area to match surrounding area as close as possible.

ROOF REPLACEMENT 53’x15’x2+28’x4’x1:
Remove existing roof covering to the decking and replace any deteriorated or damaged decking with like, kind and quality of existing materials (figure 32 sq. ft.).
Refasten and certify decking attachment as per Escambia County Building Code.
Install secondary water barrier as per Escambia County Building Code.
Replace existing drip edge with new metal drip edge.
Install 30 year shingle roof on main roof as per manufacturer’s specifications.
Install new slant-back vents.
Replace all boots with new lead or EPDM and metal boots.
Install approximately 50 linear foot of new shingle over ridge vent.
Remove satellite dish on the north side and detach and re-install the dish above the driveway.
The contractor will not be responsible for realignment of dish.

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 ONE (1) 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)
_____
_____ (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: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

Exhibit C

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____ Homeowner(s): _____
Date: _____ Address: _____
_____ _____

The following changes to the above contract are hereby made based upon the following justification:

_____

Change order scope of work (or attach specifications as necessary):

_____

SUMMARY

Original Contract Amount:	
Previous Additions (Change Order No.____)	
Previous Deletions (Change Order No.____)	
Current Contract Amount:	
+ Change Order Amount:	
New Contract Amount:	
Cumulative Percent ( ) Increase ( ) Decrease	

Original Start Date (NTP):	
Original Contract Period:	
Previous Completion Date:	
This Change Order ( ) Increase ( ) Decrease	
New Contract Period	
New Completion Date	

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

_____
Homeowner Signature

_____
Print Name Date

_____
Homeowner Signature

_____
Print Name Date

NEIGHBORHOOD ENTERPRISE DIVISION:

_____
Rehabilitation Specialist or Program Director

_____
Print Name Date

_____
Division Manager

_____
Print Name Date

CONTRACTOR:

_____
Signature

_____
Print Name Date

_____
Firm Name

3 Originals: Homeowner, Contractor, File

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

EXHIBIT D

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE

I, _____, as owner of the unit located at [**ADDRESS],** certify and accept all work as performed and contracted by, _____ as complete and satisfactory. I hereby authorize final payment to_____ for the work done on this residence**.**

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, _____ as Contractor of record, for the rehabilitation of the above referenced residence, do issue a one (1) year limited labor and material warranty ending_____**.** The warranty covers defects in materials and workmanship, which occur during normal use. I, _____ **(owner)** acknowledge that routine homeowner maintenance and/or problems caused by neglect, abuse, or improper use are not covered by this warranty. Further, after the warranty expiration date, neither the County, nor the Contractor, shall be responsible for any further work related to this Contract.

SECTION 3: HOMEOWNER/ESCAMBIA COUNTY OBLIGATIONS

As the Contractor has completed his/her contract, the Homeowner, upon acceptance of same, now causes final payment to be made to the Contractor. The Homeowner fully understands that the Contractor is the sole responsible party for the one (1) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is his/her responsibility to contact the Contractor regarding necessary warranty work. Only after documented efforts by the Homeowner will Escambia County become involved with warranty issues/disputes. Failure of the Contractor to respond to legitimate warranty requests will cause Escambia County/NED to sanction said Contractor.

DATE: _____

_____ _____

HOMEOWNER

_____ _____

CONTRACTOR ESCAMBIA COUNTY REPRESENTATIVE

3 originals: Homeowner, Contractor, NED

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17793 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Contract Award for SHIP Housing Rehabilitation Services for 4901 Kinnear Avenue
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for State Housing Initiatives Partnership Housing Rehabilitation Services for 4901 Kinnear Avenue - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Contract Award for State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Services for 4901 Kinnear Avenue:

A. Authorize the County Administrator to sign the SHIP Housing Rehabilitation Services Program Agreement between Escambia County, Florida; David H. Griffin Enterprises, LLC, Contractor; and Paul Chattman, Owner; per the terms and conditions of NED S-R-2020-8, NED SHIP Housing Repair for 4901 Kinnear Avenue, for $32,500; and

B. Authorize the issuance of a Purchase Order.

[Funding: Fund 120/2018 SHIP, Cost Center 370205 or 2019 SHIP, Cost Center 370206-$30,000; and Fund 124/Affordable Housing, Cost Center 370290-$2500]

BACKGROUND:

An Invitation to Bid for project S-R-2020-8, NED SHIP Housing Repair for 4901 Kinnear Avenue was published in Vendor Registry on February 20, 2020 (Exhibit I), and accessed by 77 firms including construction bid resources such as the Construction Journal and Construction Bid Source. A mandatory pre-solicitation conference was held on March 6, 2020 at the property, which was attended by five firms. Three sealed bids were received on March 13, 2020, with David H.

Griffin Enterprises, LLC being the lowest, most responsive bidder with a base bid of $44,300. By deleting the mechanical portion of the scope of work, staff was able to bring the project within budget limits, with an adjusted total of $32,500. The bid tabulation is included in Exhibit II. SHIP funding will cover $30,000 of the repairs, which is the maximum allowed by the SHIP program as outlined in the Board approved Local Housing Assistance Plan (LHAP), with the balance to come from Affordable Housing funds. The Program Agreement is provided as Exhibit III.

Repairs for this property will include extensive structural repairs; installation of a new water heater; installation of new plumbing fixtures and supply and drain lines; removal of existing cabinetry and installation of new cabinets in kitchen and bath; sheetrock repair throughout the home; installation of new subfloor and flooring in selected areas; and interior painting.

BUDGETARY IMPACT:

Funds are available in Fund 120/2018 SHIP, Cost Center 370205 or 2019 SHIP, Cost Center 370206 and Fund 124/Affordable Housing, Cost Center 370290.

LEGAL CONSIDERATIONS/SIGN-OFF:

The SHIP Housing Rehabilitation Services Program Agreement has been reviewed and approved by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts. The project and Agreement are in compliance with the SHIP LHAP and the property owner meets all eligibility guidelines for assistance under this program.

IMPLEMENTATION/COORDINATION:

The Neighborhood Enterprise Division will submit the Purchase Order and will have administrative oversight of the project.

Attachments

Ex I-Bid Documents 4901 Kinnear
Ex II-Bid Tabulation-4901 Kinnear
Ex III-SHIP Contract-4901 Kinnear

VendorRegistry

Expired Solicitation

Details for expired solicitation

Solicitation Details | Notify | Recruit | Add Note | Questions

Submissions | Analytics

Set to 'In Review' | Set to 'Awarded' | Set to 'Cancelled' | Reopen

Status: In Review

Solicitation Type: Sealed Solicitation

Solicitation: NED S-R-2020-8

Solicitation Request: NED SHIP HOUSING REPAIR FOR 4901 KINNEAR AVENUE

Deadline: 3/13/202012:00 PM (Central Time)

Pre-Bid Meeting-Date: 3/6/2020 8:30 AM (Central Time)

Pre-Bid Meeting-Details: A mandatory pre-bid meeting will be held at the project site located at 4901 Kinnear Avenue

Description:
NED SHIP single family housing rehabilitation project for Paul F. Chattman located at 4901 Kinnear Avenue, Pensacola, Florida 32506. Repairs include plumbing framing, cabinetry, floor covering and mechanical.

Allow Online Bid Submittal: No

Products and Services Keywords:

- Painting, maintenance and repair, including caulking
- Home construction single family
- Maintenance and repair, residential buildings including single family homes
- 91065 - Remodeling And Alterations

Products and Services:

- Home Construction, Single Family
- Maintenance And Repair, Residential Buildings (Incl. Single Family Homes And Apartments)
- Painting, Maintenance And Repair Services (Including Caulking)
- Remodeling And Alterations

Documents: COPY | COPY TO CONTRACT | COPY TO BID EVALUATION

- SHIP Housing Repair Specs P. Chattman.pdf
- Pre-bid 4901 Kinnear.pdf

Notified Vendors:

- 2/28/2020 - 850 Paint Pro (rick850@gmail.com)
- 2/28/2020 - ADA Inspections Nationwide, LLC (inspections4ada@gmail.com)
- 2/28/2020 - Allstop Waterproofing, LLC (david@allstopwaterproofing.com)
- 2/28/2020 - Andala Enterprises, Inc. (johnralls@rallslawfirm.com)
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- 2/28/2020 - Green Group Environmental, LLC (brian@greengroupenvironmental.com)

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- 2/28/2020 - Greenhut Construction (randy@greenhut.com)
- 2/28/2020 - Homes By Vets (eric@homesbyvets.com)
- 2/28/2020 - Huey's Works Corporation (admin@hueysworks.com)
- 2/28/2020 - Hurley R&R, LLC (Hurleyrnr@yahoo.com)
- 2/28/2020 - Infrastructure Specialty Services (kirk@issglobalservices.com)
- 2/28/2020 - Infrastructure Specialty Services (tammy@issglobalservices.com)
- 2/28/2020 - iSqFt (content@constructconnect.com)
- 2/28/2020 - iSqFt (kosborn@isqft.com)
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- 4/16/2020 - David H Griffin Enterprises, LLC (bbdllc@yahoo.com)
- 4/16/2020 - Design Home Builders (tony234@belsouth.net)
- 4/16/2020 - Design Home Builders, Inc. (tony234@bellsouth.net)
- 4/16/2020 - Dodge Data & Analytics (dodge.bidding@construction.com)
- 4/16/2020 - Dodge Data & Analytics (s.kalyanaraman@construction.com)
- 4/16/2020 - Duggins Services, Inc (asmith@dugginsservices.com)
- 4/16/2020 - Duggins Services, Inc (sales@dugginsservices.com)
- 4/16/2020 - E. O. Koch Construction Co. (mike@eokoch.com)
- 4/16/2020 - Emerald Coast Constructors, Inc. (mark.ecc@cox.net)
- 4/16/2020 - Emerald Coast Constructors, Inc. (rzimmerman.ecc@gmail.com)

COPY COPY TO CONTRACT COPY TO BID EVALUATION

- 4/16/2020 - empire builders (mike@empirebuildersgroup.com)
- 4/16/2020 - Empire Builders Group Inc (estimator@empirebuildersgroup.com)
- 4/16/2020 - Emry Construction LLC (emryconstruction@gmail.com)
- 4/16/2020 - English Brothers (sitoenglish@yahoo.com)
- 4/16/2020 - Enterprise Pals, Inc. (nazim@enterprisepals.com)
- 4/16/2020 - Evan Chase Construction, Inc. (evanchaseconstruction@gmail.com)
- 4/16/2020 - Grand Service Company, LLC. (gsc7149@gmail.com)
- 4/16/2020 - Grand Service Company, LLC. (markg7149@gmail.com)
- 4/16/2020 - Green Group Environmental, LLC (brian@greengroupenvironmental.com)
- 4/16/2020 - Greenhut Construction (randy@greenhut.com)
- 4/16/2020 - Homes By Vets (eric@homesbyvets.com)
- 4/16/2020 - Huey's Works Corporation (admin@hueysworks.com)
- 4/16/2020 - Hurley R&R, LLC (Hurleyrnr@yahoo.com)
- 4/16/2020 - Infrastructure Specialty Services (kirk@issglobalservices.com)
- 4/16/2020 - Infrastructure Specialty Services (tammy@issglobalservices.com)
- 4/16/2020 - iSqFt (content@constructconnect.com)
- 4/16/2020 - iSqFt (kosborn@isqft.com)
- 4/16/2020 - J Green Construction Services, Inc. (jon@jgreenconstruction.net)
- 4/16/2020 - J&E Construction (may@jeconstruct.com)
- 4/16/2020 - Jire PPE & Jr construction Company LLC (demetrioroofing@gmail.com)
- 4/16/2020 - JRM Construction Group (eddie.aldridge@jrmconstructiongroup.com)
- 4/16/2020 - JRM Construction Group (jim.mizell@jrmconstructiongroup.com)
- 4/16/2020 - JSX Incorporated (jsparks@jsxcorp.com)
- 4/16/2020 - KWOIN CONSTRUCTION CORPORATION (aarchie@aol.com)
- 4/16/2020 - KWOIN CONSTRUCTION CORPORATION (kwoincorp@bellsouth.net)
- 4/16/2020 - LaCoste General Contractors LLC (lacostegeneralcontractorsllc@yahoo.com)
- 4/16/2020 - Mattair Construction Co., Inc. (becky@mattairconstruction.com)
- 4/16/2020 - Mattair Construction Co., Inc. (lloyd@mattairconstruction.com)
- 4/16/2020 - MCDELT LLC (nisbez@me.com)
- 4/16/2020 - MCNORTON MECHANICAL CONTRACTORS (LMCNORTON@MCNORTONHVAC.COM)
- 4/16/2020 - MCNORTON MECHANICAL CONTRACTORS (sean@mcnortonhvac.com)
- 4/16/2020 - MD Moore Homes Inc. (mdmoorehomes@gmail.com)
- 4/16/2020 - MD Thomas Construction LLC (laura@mdthomasconstruction.com)
- 4/16/2020 - Mike Motes Builders LLC (amotes6912@aol.com)
- 4/16/2020 - OliverSperry Renovation (tboyer@oliversperryrenovation.com)
- 4/16/2020 - Olvera Company (mike@olveracompany.com)
- 4/16/2020 - Olympus Painting Contractors Inc (lisa@olympuspainting.com)
- 4/16/2020 - ParsCo, LLC (amir@pars-co.net)
- 4/16/2020 - Pat's Pump & Blower (PatrickJ@Patspump.com)
- 4/16/2020 - Pat's Pump & Blower (patspump@aol.com)
- 4/16/2020 - Rabbit Repairman, LLC (rabbitrepairman@gmail.com)
- 4/16/2020 - Reasor Building Group (matt.hall@rbg8a.com)
- 4/16/2020 - Reisch Development and Construction Services, LLC (peggy@reischco.com)
- 4/16/2020 - Renaissance BCI (jack@renaissance-bci.com)
- 4/16/2020 - Reyco Contracting Solutions LLC (vgarrett@reycocontracting.com)
- 4/16/2020 - Reyco Contracting Solutions LLC (vreynoso@reycocontracting.com)

COPY COPY TO CONTRACT COPY TO BID EVALUATION

- 4/16/2020 - Rianco Inc (rianco.inc@gmail.com)
- 4/16/2020 - Rockwell Corporation (rockwellcorporation@gmail.com)
- 4/16/2020 - Rowe Roofing (cole@roweroofing.com)
- 4/16/2020 - Sessions Incorporated (sessionsincorporated@gmail.com)
- 4/16/2020 - Southern Lifestyle Development Company (chris@rrcoa.com)
- 4/16/2020 - Southern Lifestyle Development Company (derek@rrcoa.com)
- 4/16/2020 - Sunbelt Rentals (Brent.McCurry@sunbeltrentals.com)
- 4/16/2020 - Sunbelt Rentals (matt.rolfe@sunbeltrentals.com)
- 4/16/2020 - Team Synergy, LLC. (deanjacobs@teamsynergyllc.org)
- 4/16/2020 - Terry's Paint & Body Inc. (hbrowser@aol.com)
- 4/16/2020 - Three Palms Construction and Development, Inc. (Ben@threepalmsfl.com)
- 4/16/2020 - Three Palms Construction and Development, Inc. (eric@threepalmsfl.com)
- 4/16/2020 - Tompkins Painting, Inc (tompkinspaintingestimator@gmail.com)
- 4/16/2020 - Universal Pro Painting Inc. (universalpainting@mail.com)
- 4/16/2020 - Utility Service Co, INC (rlee@uscofl.com)
- 4/16/2020 - Vantage Construction Group (aimee@vantageconstructiongroup.com)
- 4/16/2020 - Vantage Construction Group (doug@vantageconstructiongroup.com)
- 4/16/2020 - Wharton-Smith, Inc. (amatthews@whartonsmith.com)
- 4/16/2020 - Wide Range Home Repair & Tractor Services (widerangehomerepair@gmail.com)

Additions:

Addition 1: In Review

Posted: 4/16/2020

Description:
Contract Award to be considered at 05/07/20 BCC meeting

Documents:

- Bid Tabulation Chattman.docx

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EXHIBIT II

Escambia County
Neighborhood Enterprise Division (NED) Housing Repair Program
Public Notice of Recommended Award
Bid Tabulation

Bid Opening Date: 03/16/20
Bid Opening Time: 2:15 P.M.
Bid Opening Location: 221 Palafox Place, Suite 200

Solicitation Number: NED S-R-2020-8
Solicitation Name: NED SHIP Housing Repair for 4901 Kinnear Avenue

AGENCY NAME	BASE BID	ALTERNATE 1	LESS MECHANICAL SECTION	ADJUSTED TOTAL
Design Homebuilders Inc	$46,890.00	N/A	($8900)	$37,990.00
David H Griffin Enterprises LLC	$44,300.00		($11,800)	$32,500.00
Mike Motes Builders LLC	$52,250.00		($8450)	$43,800.00

Bids Opened By: George Bell, NED
Bids Witnessed By: Christine Crespo, NED; Shannon Erdwins, Clerk of Court (COC)

Due to all bids being over budget for the SHIP program, Neighborhood Enterprise Division staff negotiated with low bidder David H Griffin Enterprises, LLC to bring the project within SHIP limits by deleting the mechanical portion of the scope of work. The adjusted bid price is $32,500.00.

Neighborhood Enterprise Division recommends to the BOCC to award a contract to David H Griffin Enterprises, LLC for the adjusted bid of $32,500.00.

Status: Under Review
BCC Meeting Date: 05/07/20

SHIP HOUSING REHABILITATION SERVICES PROGRAM AGREEMENT

THIS AGREEMENT is made and entered into by and between _Paul Chattman__ (hereinafter referred to as "Owner"), and _David H. Griffin Enterprises, LLC.__ (hereinafter referred to as "Contractor"), and Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County").

W I T N E S S E T H:

WHEREAS, the County, acting by and through the Neighborhood Enterprise Division (hereinafter referred to as "NED"), has established the **SHIP Housing Rehabilitation Services Program** (hereinafter referred to as the "Program") to provide loans to qualified income eligible property owners to fund repairs to homestead property; and

WHEREAS, the Owner submitted an application with the NED for a SHIP Housing Rehabilitation Services loan to fund certain repairs as provided herein; and

WHEREAS, the Contractor was selected by competitive bid to complete said repairs as provided herein; and

WHEREAS, the parties hereto wish to define their rights and responsibilities as it relates to the Program.

NOW, THEREFORE, in consideration of the mutual covenants contained in this Agreement, and other good and valuable consideration, the parties agree as follows:

Section 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.

Section 2. Scope of Work. The Contractor agrees to furnish and pay for all management, supervision, financing, labor, materials, tools, fuel, supplies, equipment and services of every kind and type necessary to diligently, timely, and fully perform and complete in a good workmanlike manner the renovation and rehabilitation of the subject property located at 4901 Kinnear Avenue, Pensacola, FL 32506____ (hereinafter referred to as "Project"), in accordance with the *Scope of Work*, attached hereto as **Exhibit A**. In the event there is any conflict between the provisions of this Agreement and the provisions of any other contract documents, the provisions of this Agreement shall in all cases prevail.

Section 3. Contract Amount. In consideration of the faithful performance by Contractor of the covenants in this Agreement to the full satisfaction and acceptance of County, County agrees to pay, or cause to be paid, to Contractor an amount not to exceed the total sum of $_Thirty Two Thousand Five Hundred Dollars ($32,500.00) [comprised of $30,000 in SHIP funds and $2500 in Affordable Housing funds] (hereinafter referred to as the "Contract Amount") for the completion of the Project in accordance with the Scope of Work referenced above.

Section 4. Method of Payment. If the Contract Amount is $15,000 or less then the County shall issue payment to the Contractor in a single lump sum upon satisfactory completion of the Project. If the Contract Amount exceeds $15,000 then the County shall issue two payments to Contractor as follows: 40% of the Contract Amount will be paid when 50% of the scope of work is certified complete by NED; the remaining 60% of the Contract Amount will be paid upon full completion of the scope of work and acceptance by NED.

Contractor may request payments by the submission of a properly executed original invoice with appropriate supporting documentation. Payments will be made within fifteen (15) calendar days of the date of approval by the Clerk of the Circuit Court. All payments will be provided to the Contractor directly from the Clerk of the Circuit Court's office by mail or direct deposit as determined by the Contractor.

Contractor's acceptance of payments hereunder 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 inspection.

The County may decline to approve payment(s), or portions thereof, to such extent as may be necessary in the County's opinion to protect it from loss due to: (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 Agreement.

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.

Section 5. Bonds. If the Contract Amount exceeds $25,000, the Contractor shall provide *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.

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.

Pursuant to §255.05, Florida Statutes, the Contractor shall be required to execute and record the Performance and Payment bonds. The bonds must state the name and principal business address of both the Principal and the Surety and a description of the project sufficient to identify it. (The filing costs are $10.00 for the first page and $8.50 for each remaining page).

Section 6. Notice to Proceed. The County/NED shall issue a written Notice to Proceed to the Contractor within **thirty (30) calendar days** from the date of award. Contractor shall commence work within **seven (7) calendar days** from the Commencement Date specified in the Notice to Proceed. No work shall be performed at the Project site prior to the Commencement Date.

Section 7. Contract Time and Liquidated Damages. Time is of the essence in the performance of the work under this Agreement. The Project shall be substantially complete within **thirty (30) calendar days** from the Commencement Date specified in the Notice to Proceed. Should Contractor fail to substantially complete the Project within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$50.00** for each calendar day thereafter until substantial completion is achieved.

The Project shall be deemed to be substantially complete on the date that the County/NED certifies in writing that the Project has been completed in accordance with the contract documents, so that the Project can be utilized for the purposes for which it is intended. Along with such certification, the County/NED 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 inspection and issuance of a final Certificate of Payment as provided in **Section 11** below.

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 actual damages at the time of contracting if Contractor fails to substantially complete the Project in accordance with the progress schedule.

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 8. Delays. Should Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of the Owner’s unreasonable interference or other 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/NED in writing within **forty-eight (48) hours** after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which Contractor may have had to request a time extension.

No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damage For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

Section 9. Change Orders. After the execution of this Agreement, no change in the scope, quantity, or quality of work will be undertaken without the prior written approval of the County/NED. Any changes requested by the Owner or Contractor must be submitted in writing to the County/NED and must detail all proposed work and cost. The Owner or Contractor's preference shall not be cause for a Change Order. Furthermore, the Contractor shall not be entitled to additional compensation as a result of the Contractor's failure to properly evaluate the extent of the work, as related to the work specifications.

The County/NED shall have the right at any time during the progress of the work to increase or decrease the work. After being notified of an authorized change, Contractor shall submit an itemized estimate of any cost or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the work shall be made except upon written order of the County/NED, and the County/NED shall not be liable to the Contractor for any increased compensation without such written order.

A *Change Order*, in the form attached as **Exhibit C** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor, Owner, and the County/NED 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 the County/NED, Owner, and Contractor shall mutually agree. The Owner shall execute a Modification of Mortgage and/or Lien, as appropriate, which coincides with any cost increase or decrease resulting from the Change Order.

Section 10. Project Site Protection. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the work. Upon 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.

Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery 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.

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 11. **Final Completion.** The Contractor shall provide the County/NED with written notice that the Project is complete and ready for final inspection, and the County/NED shall promptly make such inspection.

After the Project is ready for final inspection by the County/NED, the Contractor shall submit to County: (1) a *Release and Affidavit* in the form attached as **Exhibit D;** (2) if requested by County/NED, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Agreement, to the extent and in such form as may be designated by County; and (3) Owner's Final Release and Warranty. County reserves the right to inspect the work and make an independent determination as to the work's acceptability.

If the County/NED finds the work acceptable and fully performed in accordance with the Contract Documents and upon receiving the documentation described above, the County/NED shall promptly issue a final *Certificate for Payment*, stating that, on the basis of observations and inspections, the work has been completed in accordance with the terms and conditions of the Agreement and that any remaining balance due the Contractor is due and payable. If Owner does not consent to sign Homeowner's Final Release and Warranty, the County/NED, after documentation of acceptable completion of work and reasonable effort to secure signoff from the Owner, shall cause final Certificate for Payment to be issued to the Contractor.

Section 12. **Tests and Inspections.** The County/NED, 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 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.

If the Agreement or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

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.

The County/NED, or other County officials as may be duly authorized by the NED, reserves the right to place inspectors at the Project site in order to ensure proper expenditure of the funds provided under this Agreement. The County/NED does not assume any liability for the quality of work performed or injuries incurred during the performance of the Project. Further, the County/NED shall not act in a supervisory capacity during the course of the Project.

Section 13. Reports. Contractor shall maintain in a safe place at the Project site one copy of the all documents related to the performance of this Agreement, 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.

Contractor shall keep all records and supporting documentation which 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. The County, the Clerk of the Circuit Court/Finance Division, or any duly authorized agents or representatives of County, shall have the right to audit, inspect, and copy all such records and documentation relating to this Agreement 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 14. Defective Work. Work not conforming to the requirements of the Agreement shall be deemed "*defective work*." If required by County, Contractor shall either cure 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. 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.

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 work, 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.

If any portion of the work is defective work, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the work to conform to the requirements of the Agreement, 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.

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 Agreement and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective work after final payment, Contractor shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective work.

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 Agreement, or if Contractor fails to comply with any of the provisions of the Agreement, County may, after **seven (7) calendar days'** written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the work, and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Section. 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 Agreement, 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 15. Termination.

15.1 Termination for Contractor's Default. 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: (a) fails to begin the work within the time specified herein; or (b) fails to properly and timely perform the work as

directed by the County; or (c) 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 (d) discontinues the prosecution of the work; or (e) fails to resume work which has been suspended within a reasonable time after being notified to do so; or (f) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (g) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (h) makes an assignment for the benefit of creditors; or (i) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the work; or (j) materially breaches any other provision of the Agreement.

The County/NED shall notify Contractor in writing of Contractor's default(s). If County/NED determines that Contractor has not remedied and cured the default(s) within **seven (7) calendar days** following receipt by Contractor of said written notice of default, the County/NED 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.

If County deems any of the foregoing remedies necessary, Contractor agrees that it shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the work and providing labor, materials, equipment, supplies, and other items therefor or re-letting the work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the work hereunder.

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.

15.2 Termination for Owner's Default. The Owner shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, if the Owner: (a) cancels the Project after the Owner's Right to Rescind has expired; (b) fails to allow necessary ingress and egress on the subject property; (c) if applicable, fails to timely vacate the premises prior to the Project Commencement Date; (d) otherwise obstructs or delays the prosecution of or completion of the work; or (e) materially breaches any other provision of the Agreement.

The County/NED shall notify Owner in writing of Owner's default. If County/NED determines that the Owner has not remedied and cured the default within **seven (7) calendar days** following receipt of said written notice of default then the Agreement may be terminated by the County/NED.

Any Project costs incurred prior to the date of termination or Project funding advanced to the Owner or paid on the Owner's behalf, including, but not limited to, temporary relocation payment, moving/storage payment, title search fee, procurement costs, permit fees, work completed by Contractor as of the date of termination, and costs incurred for special order materials, etc.) shall be repaid to the County by Owner. Within **thirty (30) calendar days** of receipt of the notice of termination, the Owner shall submit a cashier's check to the County for the total amount of any costs incurred and/or funds disbursed under this Agreement through the date of Owner's termination. If Owner fails to return such funds, the County shall place a lien against the subject property for the total amount expended.

15.3 Termination for Convenience. County shall have the right to terminate this Agreement without cause upon **seven (7) calendar days'** written notice of termination to Contractor and Owner. 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, 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. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.4 Termination for Lack of Funding. The parties acknowledge that this Agreement is based upon the availability of SHIP funds, and the County/NED reserves the right to cancel same upon providing **seven (7) calendar days'** written notice to Contractor and Owner should funding cease to be available. In the event of such termination for lack of funding, the Contractor will be paid for the work completed as of the contract termination date. The Owner shall not be liable for any Project costs incurred through the date of termination but shall return any unencumbered funds advanced to the Owner.

15.5 Notice of Suspension. County shall have the right to suspend all or any portions of the work upon providing Contractor **two (2) calendar days'** 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 Agreement. 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 16. **Indemnification.** To the extent permitted by law, the Contractor and Owner covenant and agree to, and do hereby indemnify and hold harmless and defend the County, NED, the U. S. Department of Housing and Urban Development, and the State of Florida and their agents, directors, and employees, from and against any and all claims for injuries or damages to persons or property of whatsoever kind or character, whether real or asserted, arising out of this agreement or the work to be performed hereunder.

Section 17. **Insurance.** The Contractor and any subcontractors who may perform work in connection with this Project are 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 or proof of exemption.

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 **thirty (30) calendar days'** notice of cancellation, nonrenewal or adverse change. Such notices shall be mailed to Escambia County Neighborhood Enterprise Division, 221 Palafox Place, Suite 200, Pensacola, FL 32502.

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, 221 Palafox Place, Suite 200, Pensacola, Florida 32502 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.

Neither the Contractor nor any subcontractor shall commence work under this agreement until all insurance required under this section has been secured and such insurance has been approved by the County/NED.

Section 18. **Subcontracts.** The Contractor may subcontract work under this Agreement with the prior written consent of the County. Regardless of any subcontract, the Contractor shall remain responsible for all work performed under this Agreement. The Contractor agrees to be

responsible for the fulfillment of all work included in any subcontract and further agrees to be responsible for payment of all monies due to under any subcontract. It is understood and agreed that the County shall not be liable to any subcontractor for any expenses or liabilities incurred by Contractor under a subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

Section 19. **Independent Contractor Status.** In the performance of this Agreement hereunder, Contractor and Owner shall be independent contractors. Neither Contractor nor Owner shall hold itself out as an employee, agent or servant of the County; and neither shall 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.

Section 20. **Warranty.** Contractor hereby guarantees the improvements detailed in the Scope of Work, attached hereto as **Exhibit A**, for a period of one calendar year from the date of final inspection and acceptance of all work performed pursuant to this Agreement. Should any defects arise during that period, the Owner shall provide written notice to the Contractor and County/NED.

It is further agreed that the Contractor will obtain and assign to the Owner, c/o the County/NED, all express warranties given to Contractor or any subcontractors by any materialmen supplying materials, equipment or fixtures to be incorporated into the Project.

Section 21. **Utilities [CHECK ONE]:**

☒ The Owner will permit the Contractor to use at no extra cost, existing utilities such as lights, electrical power, and water necessary to complete the Project.

☐ The Owner will permit the Contractor to use the water at no extra cost. The Contactor assumes all obligation/liability regarding the electrical power necessary to complete the Project.

Section 22. **Owner's Responsibilities.** The Owner shall at all times cooperate with the Contractor and County to facilitate the performance of the work, including the removal of rugs, draperies, wall coverings, and furniture, when necessary, prior to the commencement of the project. The Contractor is not responsible for removal of Owner's trash and/or discarded belongings or furnishings. The Owner is responsible for reinstallation of area rugs, draperies, wall coverings and/or furniture at project completion unless otherwise specified in the Project Scope of Work. The Owner shall allow and maintain a route of ingress and egress for Contractor's equipment on the subject property. If applicable, the Owner shall timely vacate the premises prior to the Commencement Date of the Project.

Section 23. **Notice to Owner of Florida's Construction Lien Law & Recovery Fund.**

ACCORDING TO FLORIDA'S CONSTRUCTION LIEN LAW (SECTIONS 713.001-713.37, FLORIDA STATUTES), THOSE WHO WORK ON YOUR PROPERTY OR PROVIDE

MATERIALS AND SERVICES AND ARE NOT PAID IN FULL HAVE A RIGHT TO ENFORCE THEIR CLAIM FOR PAYMENT AGAINST YOUR PROPERTY. THIS CLAIM IS KNOWN AS A CONSTRUCTION LIEN. IF YOUR CONTRACTOR OR A SUBCONTRACTOR FAILS TO PAY SUBCONTRACTORS, SUB-SUBCONTRACTORS, OR MATERIAL SUPPLIERS, THOSE PEOPLE WHO ARE OWED MONEY MAY LOOK TO YOUR PROPERTY FOR PAYMENT, EVEN IF YOU HAVE ALREADY PAID YOUR CONTRACTOR IN FULL. IF YOU FAIL TO PAY YOUR CONTRACTOR, YOUR CONTRACTOR MAY ALSO HAVE A LIEN ON YOUR PROPERTY. THIS MEANS IF A LIEN IS FILED YOUR PROPERTY COULD BE SOLD AGAINST YOUR WILL TO PAY FOR LABOR, MATERIALS, OR OTHER SERVICES THAT YOUR CONTRACTOR OR A SUBCONTRACTOR MAY HAVE FAILED TO PAY. TO PROTECT YOURSELF, YOU SHOULD STIPULATE IN THIS CONTRACT THAT BEFORE ANY PAYMENT IS MADE, YOUR CONTRACTOR IS REQUIRED TO PROVIDE YOU WITH A WRITTEN RELEASE OF LIEN FROM ANY PERSON OR COMPANY THAT HAS PROVIDED TO YOU A "NOTICE TO OWNER." FLORIDA'S CONSTRUCTION LIEN LAW IS COMPLEX, AND IT IS RECOMMENDED THAT YOU CONSULT AN ATTORNEY.

According to Florida Statutes 489.1425 (1) regarding the FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND:

PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS' CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS:

Division of Professions
Construction Industry Licensing Board
1940 North Monroe Street
Tallahassee, FL 32399

Section 24. Dispute Resolution. Should a dispute arise between the Owner and the Contractor regarding work performed pursuant to this Agreement that cannot be satisfactorily resolved, the Owner and Contractor agree to participate in the Arbitration Mediation Program provided by the Better Business Bureau (BBB) of Northwest Florida, Inc. to resolve the dispute. The decision of the BBB shall be considered final by the parties. However, this shall in no way prohibit the Owner and/or the Contractor from further appeal.

Section 25. Public Records. The Owner and Contractor acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents related to the performance of this Agreement may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. The Owner and 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. Owner and 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, Owner and Contractor agree 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 that any party 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 parties, and surety, if any, seven calendar days' written notice, during which period the parties still fail to allow access to such documents, terminate this Agreement. In such case, the Owner and Contractor shall not be entitled to receive any further disbursement or benefit associated with this Agreement.

IF THE OWNER OR CONTRACTOR HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OWNER AND 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, FL 32502
850-595-4947

Section 26. **Entire Agreement.** This instrument constitutes the entire agreement between the parties and no written or oral agreement of any kind exists to change the provision hereof.

Section 27. **Permits.** The Contractor shall be responsible for obtaining all permits and licenses necessary for the Project. 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.

Section 28. **Compliance with Laws.** Contractor agrees to comply, at its sole expense, with all federal, state, and local laws, codes, statutes, ordinances, rules, regulations and requirements related to the performance of this Agreement, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety.

Section 29. **Assignment.** This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by Contractor without the prior written consent of the County.

Section 30. **Notices.** Any notices shall be mailed to:

COUNTY:	OWNER:	CONTRACTOR:
Meredith Reeves	Paul Chattman	David H. Griffin
Neighborhood Enterprise Division	4901 Kinnear Avenue	David H. Griffin Enterprises, LLC
221 Palafox Place, Suite 200	Pensacola, FL 32506	2176 Bumpy Rd.
Pensacola, FL 32502		Cantonment, FL 32533

All notices shall be sent by certified mail, return receipt requested.

Section 31. **No Discrimination.** The Owner and Contractor 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.

Section 32. **No Waiver.** This Agreement does not constitute a waiver of any local ordinances, codes, or regulations.

Section 33. **Governing Law.** 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.

Section 34. **Severability.** 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.

Section 35. **Headings.** 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.

Section 36. **Authority**. 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.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

Signature of Contractor:	**Signature of Owner(s):**
Firm Name, Address, City, State, Zip:, David H. Griffin Enterprises, LLC 2176 Bumpy Road Cantonment, FL 32533	**Name, Address, City, State, Zip:** Paul Chattman 4901 Kinnear Avenue Pensacola, FL 32506
FL and County License No.:	
Witness: **Witness:**	**Witness:** **Witness:**
Date of Bid: 3/16/2020	**Date of BCC Acceptance:** 5/7/2020

ESCAMBIA COUNTY, FLORIDA:

Witness: _____

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Date: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 04-20-2020

EXHIBIT A

SHIP Housing Repair Program Specifications
Paul F. Chattman
4901 Kinnear Avenue
Pensacola, FL 32506
PAGE 1

GENERAL:
▪ The subject Housing Unit was built prior to 1978 and therefore is a "targeted property" under the EPA's RRP Rule, as some painted surfaces may be disturbed. Therefore, the implementation of "safe work practices" is required along with submittal by the RRP Contractor of "Renovation Recordkeeping Checklist" form
▪ There is no Federal Funding on this project.

The Homeowner will have the following sample choices, **where applicable:**
Cabinet Style and Color-1 choice
Interior Trim, Satin or Semi-Gloss Latex-1 choice
Interior Walls, Eggshell Latex-1 choice
Vinyl Floor Covering Style and Color-1 Choice

KITCHEN 13'4"x8'6"x 8':
Remove existing floor system, cabinetry and appliances as required to complete repairs.
Frame flooring system install sub floor, vapor barrier and underlayment to bring to existing grade.
Prep floor and install new vinyl floor allowing $30.00 per square yard for labor and material.
Install new 3-1/4" wood base and shoe moulding or 1/4 round.
Remove wallpaper, repair walls and ceiling and texture to match existing surrounding areas.
Install insulation as required above repaired ceiling.
Prep, caulk and paint the walls, trim, openings, doors and ceilings (all painted surfaces).
Walls will be one color with an eggshell finish and woodwork will be a contrasting color with satin or semi-gloss finish that homeowner has selected. Ceiling will be white. Seal as required.
Install light fixture model # Lithonia Lighting model FMFL30840SATLBZ, FPZ8012A or equivalent. Replace/install GFI's as required by Escambia County Code.
Lighting fixture shall be LED or have led light bulbs installed.

DINING ROOM 11'4"x10'4"x8"
Remove hardwood floor and subfloor to repair framing.
Repair floor framing as required.
Replace subfloor and vapor barrier as required.
Install underlayment to bring to existing grade.
Prep floor and install new vinyl floor with thresholds allowing $30.00 per square yard for labor and material.
Install new 3-1/4" wood base and shoe moulding or 1/4 round.

BATHROOM: 9'x6'x8'
Raise floor framing to bring existing floor to grade.
Remove wallpaper, repair walls and ceiling, texture repaired areas to match surrounding areas as close as possible. Install insulation as required above repaired ceiling.
Prep, caulk and paint the walls, trim, openings, doors and ceilings (all painted surfaces).
Walls will be one color with an eggshell finish and woodwork will be a contrasting color with satin or semi-gloss finish that homeowner has selected. Ceiling will be white. Seal as required.
Replace/install GFI's as required by Escambia County Code.
Install wall mounted light fixture, model Hollywood Volume V1026-3 or equivalent.
Lighting fixture shall be LED or have led light bulbs installed.
Install towel bar, toilet paper holder and shower rod.

HALLWAY16'x3'6"x7'
Replace damaged ceiling, repair walls and texture to match existing surrounding areas.
Install insulation as required above repaired ceiling.
Prep, caulk and paint the walls, trim, openings, doors and ceilings (all painted surfaces).
Walls will be one color with an eggshell finish and woodwork will be a contrasting color with satin or semi-gloss finish that homeowner has selected. Ceiling will be white. Seal as required.
Install light fixture model # Hampton Bay model FZP8012A or equivalent.
Lighting fixture shall be LED or have led light bulbs installed.

PLUMBING:
Install a new Delta vanity sink faucet with pop up drain model 520-SSMPU-DST or equivalent.
Install a new Delta shower faucet and valve model T13220-SS with remodel plate or equivalent.
Install a new Delta kitchen faucet with sprayer model 400-SS-DST-A or equivalent.
Install three 1-1/4" diameter grab bars in tub area as per ADA recommendations.
Install a new double bowl stainless steel sink with minimum 7" deep bowls.
Install new all metal Stainless steel sink baskets with strainers.
Install all new ¼ turn brass valves on fixtures as required per Escambia County Code.
Install all new drain assemblies from fixtures to waste.
Install new braided supply lines to toilet, vanity and kitchen sink.
Install a new 40 gallon gas water heater to Escambia County Plumbing Code.

CABINETRY:

Remove upper and lower cabinets in kitchen and vanity and dispose.
Install approximately 30 linear feet of upper and lower cabinets with at least 1 drawer stack.
Install approximately 17 linear feet of new standard grade post formed countertop with an incorporated back splash and caps and or end splashes in kitchen with homeowner selecting color.
Install 1 new vanity and top in hall bath with integrated sink
Cabinetry will be of like, kind and quality as example below.
Cabinetry will be stained and finished with the homeowner selecting style and color.
Install knobs and pulls on new cabinets with the homeowner selecting the style.
Cabinetry will be constructed of plywood with ½" plywood top, bottom and sides.
Back is to be of 3/16" plywood with ½" hanger rails. Toe kick is ½" plywood. Stile and rails will be of solid wood. Doors can be plywood construction and drawer fronts solid wood.

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 ONE (1) 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)

_____
_____ (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: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal")

and _____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____
(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

Exhibit C

Escambia County
Neighborhood Enterprise Division
221 Palafox Place, Suite 200
Pensacola, FL 32501
Phone: 850.595.0022
Fax: 850.595.0342

CONSTRUCTION CHANGE ORDER SUMMARY

Change Order No: _____ Homeowner(s): _____
Date: _____ Address: _____
_____ _____

The following changes to the above contract are hereby made based upon the following justification:

_____

Change order scope of work (or attach specifications as necessary):

_____

SUMMARY

Original Contract Amount:	
Previous Additions (Change Order No.____)	
Previous Deletions (Change Order No.____)	
Current Contract Amount:	
+ Change Order Amount:	
New Contract Amount:	
Cumulative Percent ( ) Increase ( ) Decrease	

Original Start Date (NTP):	
Original Contract Period:	
Previous Completion Date:	
This Change Order ( ) Increase ( ) Decrease	
New Contract Period	
New Completion Date	

APPROVALS

NOTE: Board of County Commissioners approval is required on any change order that increases the original contract more than 10% or $50,000, whichever is greater.

HOMEOWNER(S):

_____
Homeowner Signature

_____
Print Name Date

_____
Homeowner Signature

_____
Print Name Date

NEIGHBORHOOD ENTERPRISE DIVISION:

_____
Rehabilitation Specialist or Program Director

_____
Print Name Date

_____
Division Manager

_____
Print Name Date

CONTRACTOR:

_____
Signature

_____
Print Name Date

_____
Firm Name

3 Originals: Homeowner, Contractor, File

MODIFIED LIEN AND/OR MORTGAGE MUST ALSO BE COMPLETED BEFORE WORK CAN COMMENCE.

EXHIBIT D

FINAL RELEASE AND WARRANTY

SECTION 1: HOMEOWNER'S RELEASE

I, _____, as owner of the unit located at [**ADDRESS],** certify and accept all work as performed and contracted by, _____ as complete and satisfactory. I hereby authorize final payment to_____ for the work done on this residence**.**

SECTION 2: CONTRACTOR'S OBLIGATION AND WARRANTY

I, _____ as Contractor of record, for the rehabilitation of the above referenced residence, do issue a one (1) year limited labor and material warranty ending_____**.** The warranty covers defects in materials and workmanship, which occur during normal use. I, _____ **(owner)** acknowledge that routine homeowner maintenance and/or problems caused by neglect, abuse, or improper use are not covered by this warranty. Further, after the warranty expiration date, neither the County, nor the Contractor, shall be responsible for any further work related to this Contract.

SECTION 3: HOMEOWNER/ESCAMBIA COUNTY OBLIGATIONS

As the Contractor has completed his/her contract, the Homeowner, upon acceptance of same, now causes final payment to be made to the Contractor. The Homeowner fully understands that the Contractor is the sole responsible party for the one (1) year warranty as specified in Section 2 of this agreement. The Homeowner understands that it is his/her responsibility to contact the Contractor regarding necessary warranty work. Only after documented efforts by the Homeowner will Escambia County become involved with warranty issues/disputes. Failure of the Contractor to respond to legitimate warranty requests will cause Escambia County/NED to sanction said Contractor.

DATE: _____

_____ _____

HOMEOWNER

_____ _____

CONTRACTOR ESCAMBIA COUNTY REPRESENTATIVE

3 originals: Homeowner, Contractor, NED

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17840 **County Administrator's Report 12. 7.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Emergency Solutions Grant Program Agreements with Catholic Charities of Northwest Florida, Inc. and Opening Doors Northwest Florida, Inc.
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreements for Emergency Solutions Grant Program with Catholic Charities of Northwest Florida, Inc., and Opening Doors Northwest Florida, Inc. - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action concerning the Agreements for Emergency Solutions Grant (ESG) Program:

A. Approve the Agreement for the Emergency Solutions Grant Program with Catholic Charities of Northwest Florida, Inc., subject to Legal review and sign-off, providing ESG support, in the amount of $32,660, for homeless prevention and rapid rehousing financial assistance and case management services to ESG eligible clients in Escambia County;

B. Approve the Agreement for the Emergency Solutions Grant Program with Opening Doors Northwest Florida, Inc., subject to Legal review and sign-off, providing ESG support, in the amount of $32,661, for homeless prevention and rapid rehousing financial assistance and case management services to ESG eligible clients in Escambia County; and

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

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

BACKGROUND:

The 2016 and 2017 Escambia Consortium Annual Action Plan as approved by the Board included an allocation for the Emergency Solutions Grant Program, which is specifically utilized for homeless activities. Rapid Re-housing and Homeless Prevention services are two eligible activities under the grant. $65,321 is available for these activities, which must be expended by September 2020. The 2016 ESG Program contains $33,101 and 2017 ESG Program contains $32,220 for direct financial assistance and case management for rapid re-housing (RRH) and homelessness prevention (HP) activities for households at or below 30% of area median income meeting HUD's definition of homeless or at risk of homelessness.

Funding can be used for rent and security deposits and utility assistance for applicants meeting the program eligibility requirements. Case Management funding is also incorporated to ensure that all HUD program requirements are met, including client intake, inspection of rental units for habitability, visual inspections of units for Lead Based Paint, third party verifications of income eligibility, verification of homelessness or homeless risk, financial literacy education, assistance with locating affordable units, outreach to landlords and utility providers, and documentation of client information into the Homeless Management Information System (HMIS). All funding must be matched 100%. Neighborhood Enteprise Division staff is working with HUD to request waivers related to COVID-19, which would permit some virtual unit inspections, decreases in frequency of income recertifications, and waiver of fair market rent caps during this pandemic.

The Neighborhood Enterprise Division issued a request for proposals from interested agencies to administer these activities, and received a response from Catholic Charities of Northwest Florida, Inc. (Exhibit I) and Opening Doors Northwest Florida, Inc. (Exhibit II). Funding was split between the two agencies, with the Agreement with Catholic Charities (Exhibit III) to give priority to Homeless Prevention activities and the Agreement with Opening Doors (Exhibit IV) to give priority to Rapid Rehousing activities.

BUDGETARY IMPACT:

Funding required to support the Agreements is currently budgeted in Fund 110/Other Grants (ESG), Cost Center 370293. No County general fund revenue is required for this program.

LEGAL CONSIDERATIONS/SIGN-OFF:

The ESG Agreements are subject to final review and legal sign-off by the County Attorney's office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Agreement with Catholic Charities and Opening Doors must be approved by the Board in order to meet HUD obligation and expenditure deadlines.

IMPLEMENTATION/COORDINATION:

Grant implementation and oversight will be provided by Neighborhood Enterprise Division (NED). Implementation will be monitored by NED in cooperation with each agency to properly complete the activities cited in the Agreements. All parties are aware of the approval schedule for this recommendation.

Attachments

Ex I-Catholic Charities ESG RFP Response

Ex II-Opening Doors ESG RFP Response

ESCAMBIA COUNTY EMERGENCY SOLUTIONS GRANT PROGRAM
REQUEST FOR PROPOSALS
RAPID REHOUSING AND HOMELESS PREVENTION ACTIVITIES

March 30, 2020 MODIFICATION
RFP modified to correct income limits and to accept applications on an ongoing basis.

April 2, 2020 MODIFICATION
Reference to HUD Waiver of Certain Requirements due to COVID-19

OVERVIEW:

Escambia County is an entitlement community for Emergency Solutions Grant (ESG) Program as funded by the US Department of Housing and Urban Development (HUD). The Escambia County Emergency Solutions Grant (ESG) Program provides funds to rapidly re-house homeless individuals and families and prevent families and individuals from homelessness. Escambia County is requesting proposals from qualified, local 501(c)(3) non-profit organization(s) who are interested in implementing the Rapid Re-Housing (RRH) and Homeless Prevention (HP) activities under the ESG program.

An overview of these two activities are as follows:

A. Rapid Rehousing (24 CFR 576.104):

- Provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. All applicants must be literally homeless or fleeing or attempting to flee violence as outlined in the regulations noted above.
- Assistance includes short-term (up to 3 months) and medium-term (up to 18 months) rental assistance, rental arrears, rental application fees, advance payment of last month's rent, security deposits, utility deposits and payments.

B. Homeless Prevention (24 CFR 576.103):

- Provide housing relocation and stabilization services and short and/or medium-term rental assistance as necessary to prevent individuals and families who are thirty (30) percent below area median income from moving into an emergency shelter or other place described in paragraph (1) of the "homeless" definition at 576.2(1). Applicants be homeless or at risk of homelessness as outlined in the regulations noted above.
- Assistance includes short-term (up to 3 months) and medium-term (up to 18 months) rental assistance, rental arrears, rental application fees, advance payment of last month's rent, security deposits, utility deposits and payments.

The Request for Proposals (RFP) is seeking a partner/s that is/are able to administer client intake, property habitability inspections, and utilize the Homeless Management Information System (HMIS) and coordinated entry intake systems. Approximately $65,321 is available under this strategy for income eligible

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households; a portion of this funding may be utilized for administrative oversight and supportive services as required by the funding source.

WHO MAY APPLY:

The County is looking for a qualified not for profit partner to help administer ESG Rapid Rehousing (RRH) and Homeless Prevention (HP) to the greatest extent possible. Not for profit organizations incorporated in the State of Florida with a 501(c)(3) status are eligible to apply under this RFP. Agency must have been in existence for at least two years.

Agency should demonstrate organizational capacity to assess client eligibility, including income qualifications and homelessness verifications; develop and monitor housing plans for clients; help identify eligible rental properties; perform minimum habitability standards inspections and lead based paint visual assessments; perform case management with clients; and manage the distribution and accounting of assistance checks for eligible activities. The successful partner must also currently be utilizing the Homeless Management Information System (HMIS) and participating in coordinated entry to receive referrals from Opening Doors Northwest Florida.

ESG funding requires a 100% grant match with cash and/or noncash contributions. Match funds must be provided during the same period in which the ESG funds are expended. Participating agency must demonstrate the ability to match ESG funds.

FUNDING:

$65,321 is available in ESG funding under this RFP. A minimum of 51% of funding should be spent on Rapid Re-housing. A portion of this funding may be utilized to offset the costs for program services, including costs for determining eligibility, HMIS data collection and reporting, as well as supportive services to facilitate housing for clients. Supportive services expenses include case management to include client assessment and monitoring of services, such as counseling, monitoring client progress, providing referrals to other providers, using the HMIS system, developing and securing services, and providing ongoing risk planning and safety planning, and developing a client centered housing and service plan; housing search and placement services; mediation, legal services, credit repair, information and referral, personnel, including administrative funds/supportive services funds must be reported as a RRH or HP activity.

Funding of $65,321 is available for immediate expenditure from 2016 and 2017 grant funds. Grant funds must be expended by September 30, 2020 to avoid recapture of funds.

Additional funds may be made available depending on program needs.

NOTE: No financial assistance is to be provided directly to the client; all funds must be distributed to a third-party.

APPLICANTS:

All clients assisted with ESG funds must meet the definition of homeless under 24 CFR 576.2(1) or (2) or meet criteria of unaccompanied youth at 576.2(3) or fleeing/attempting to flee violence as described in 576.2(4). The total income for the household is less than 30% of the area median income (AMI) adjusted for family size (as adjusted annually by HUD) at initial evaluation for Homeless Prevention

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participants. Homeless Prevention and Rapid Rehousing participants must be at or below 30% AMI at recertification. Each household (applicant) shall participate in case management and assessment as provided and required by the partner agency. Funds may only be expended for Escambia County clients.

Partner agency will be required to complete a client intake to verify eligibility for the ESG program. Current 2019 income limits are listed below.

# PERSONS IN FAMILY	30% OF AREA MEDIAN INCOME (AMI)
1	$14.550
2	16,600
3	18,700
4	20,750
5	22,450
6	~~22,700~~ 24,100
7	~~24,100~~ 25,750
8	~~25,750~~ 27,400

ESG PROGRAM REQUIREMENTS:

Funding provided by federal ESG Program and must abide by all program guidelines, including local program specific requirements. An excerpt from the Escambia County Consolidated Plan detailing local ESG guidelines is in *italics* below. The full text of the Consolidated Plan is available upon request.

General information about the Emergency Solutions Grants Program, including ESG laws and regulations can be found here: https://www.hudexchange.info/programs/esg/

Due to COVID-19, HUD has availability of waivers for certain requirements related to implementation of HP/RRH assistance, including inspections requirements, frequency of income recertifications, frequency of case management, and Fair Market Rent limits. Participating agency should advise of any waiver needs so the County can request waivers from HUD. A summary of HUD's guidance is available on HUD's and the County's website or available upon request.

ESG ASSISTANCE GUIDELINES EXCERPT FROM CONSOLIDATED PLAN:

(a) Basic Eligibility Requirements: Qualification for Rapid Re-Housing or Homelessness Prevention assistance under the Program shall minimally include:

1. *Program participants must meet the definition of "homeless" stipulated at 24 CFR Part 576.2 subparagraphs (1), (2), (3) or (4) and/or the definition of "at risk of homelessness" as stipulated in 24 CFR Part 576.2 subparagraph (1).*

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2. *The total income for the household is less than **30%** of the area median income (AMI) adjusted for family size (as adjusted annually by HUD)* at initial evaluation for Homeless Prevention participants. Homeless Prevention and Rapid Rehousing participants must be at or below 30% AMI at recertification. *Qualifying incomes for ESG assisted households will be calculated in the manner prescribed in the Section 8 Housing Assistance Program.*
3. *Each household (applicant) shall participate in case management and assessment as provided and required by the Single Service Delivery Agency.*
4. *The household (applicant) and/or the Service Delivery Agency(s) shall document that the applicant will not be able to retain housing "but for" the assistance provided from ESG resources.*
5. *The rent for any subsidized housing unit shall not exceed the applicable Pensacola MSA fair market rent based on bedroom size as published by HUD and the rent shall be reasonable.*

(b) Income Eligibility Determination: Income eligibility shall be determined based upon gross household income from all sources and is to be project for the ensuing 12 months based upon known or anticipated income for members of the household. Income inclusions and exclusions shall be based upon provisions of 24 CFR Part 5.609(b) & (c).

(c) Maximum Household Assistance: The maximum assistance that can be provided to a single household will be established for each annual ESG funding cycle, however the amount shall be based on the documented needs of the household and will typically be significantly less that this stated maximum. The ECOH administered HMIS system shall be utilized as a control to aid in avoiding duplication of benefits for households.

(d) Determinations to aid in Eligibility Decisions:
1. Homeless Certification/Affidavit: All homeless persons/families shall execute a Homeless Certification in the form prescribed by the County and ECOH and said form shall be duly witnessed by a representative of the Single Service Delivery Agency.
2. Persons Living on the Street: Written verification that an ESG applicant is "living on the street" must be provided to the Service Delivery Agency(s) by the referring agency, social worker, outreach worker, or other responsible person/entity.
3. Persons from Emergency Shelters/Transitional Housing: Written verification that an ESG applicant has been living in "emergency shelter or transitional housing" must be provided to the Service Delivery Agency(s) by the referring emergency shelter or transitional housing agency staff.
4. Persons subject to eviction: Written verification of formal eviction proceedings must be secured by the Service Delivery Agency(s).

AGREEMENT INFORMATION:

A formal agreement will be entered with the qualified agency or agencies subject to approval by the Board of County Commissioners. Payments may be submitted on a bi-weekly or monthly basis unless specified or requested otherwise. An operating advance may be provided upon request to assist with the project. Reporting on activities and expenditures must be provided to the County on a quarterly basis at a minimum.

TENTATIVE SCHEDULE:

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March 24, 2020	Request for Proposals Issued
March 30, 2020	Submission 1 Deadline
April 14, 2020	BCC Approval of Funding Agreement [Submission 1]
April 15, 2020	Submission 2 Deadline
May 7, 2020	BCC Approval of Funding Agreement [Submission 2]
September 30, 2020	Deadline to expend all funds

Submissions will be accepted through April 15 or until funds are committed. Timelines above are tentative. At this time, HUD is not extending the deadline for expenditure of funds.

SUBMISSION INFORMATION:

Please complete the following proposal application together with current 501(c)(3) status and submit via email ~~by 5:00 p.m. CST, Monday, March 30, 2020~~ :

Meredith Reeves, Division Manager
Escambia County Neighborhood Enterprise Division
Phone: 850.595.4968
Email: mareeves@myescambia.com

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ESCAMBIA COUNTY EMERGENCY SOLUTIONS GRANT PROGRAM
REQUEST FOR PROPOSALS
RAPID REHOUSING AND HOMELESS PREVENTION ACTIVITIES

Please complete the following in its entirety, sign and return to the County at the contact listed in the RFP by the deadline stated. Additional sheets may be utilized as necessary.

1. Contact Information:

Applicant Name: Catholic Charities of Northwest Florida, Inc.

Mailing Address: 11 N B Street, Pensacola, FL 32502

Email Address: kneem@cc.ptdiocese.org

Phone Number: 850-501-3476

Primary Contact/Title: Matthew Knee, Executive Director

2. Is your agency a 501(c)(3)? ☑ YES ☐ NO
   Please include a copy of your 501(c)(3) information

3. Is your agency incorporated in the State of Florida, with an active listing with the Florida Division of Corporations? ☑ YES ☐ NO

4. Has your agency been in existence for at least 2 years? ☑ YES ☐ NO
   Date of incorporation: _____

5. Does your agency currently receive or have you previously received ESG program funding? ☑ YES ☐ NO If yes, please list the year(s) funding was received, amount received, number of households served, and agency or jurisdiction from which you received funds (Escambia County, State of Florida, Opening Doors, etc.)

Funding Year	Amount Received	# Households Served	Jurisdiction/Agency
FY 2019-2020	$85,875	RRH: 24 households - Prevention: 37 households Shelter: 12 households	Opening Doors of NWFL
FY 2019-2020	$176,800	Outreach: 35 households Prevention: 25 households RRH: 24 households	Doorways of Northwest Florida
FY 2019-2020	$135,547	RRH: 41 Households Prevention: 17 Households	Homelessness and Housing Alliance
FY 2019-2020	$27,098	RRH: 4 households	Big Bend Continuum of Care

*Numbers served from 07/01/2019 - 03/31/20

6. Does your agency actively participate in the Homeless Management Information System (HMIS)? ☑ YES ☐ NO (Note: active participation in HMIS is mandatory for agencies receiving ESG funding. HMIS participation will be verified prior to award of funds)

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7. Please describe your previous experience with ESG program administration, including qualifications of staff, familiarity with ESG required homeless certification, income requirements, and other program regulations.

Catholic Charities currently partners with several Continuum of Cares to provide Emergency Solutions Grant, Challenge Grant, and TANF Grant services. Catholic Charities also recieved an exemplary Single Federal Audit of their ESG programs throughout the service area.

Catholic Charities has 2 full time case managers in Pensacola, one administrative assistant, and one program director available to assist with grant services. A table of staff qualifications is on the attached Addendum. As a sub-recipient with more than 10 years of experience, we are experts with ESG grant requirements. Our experience with ESG services includes the following:

Prevention / At Risk of Homelessness Criteria for Determining Eligibility - clients will be evaluated to ensure that they meet housing standards as defined by HUD's standards for defining *At Risk of Homelessness-Category 2.* In addition, the household has an annual income of less than 30% of the AMI for their specific county according to the HUD published Data as well as meet habitability, lead, and rent reasonableness standards. Due to COVID19, case manager will conduct housing inspections using video method. After the State has lifted the "stay at home order", case manager will conduct a visual inspection.

Homeless / Rapid Rehousing Criteria for Determining Eligibility - clients will be evaluated to ensure that they meet housing standards as defined by HUD's standards for defining *Literal Homelessness-Categories 1 and 4*. The AMI at entrance will be waived those homeless household exceeding the 30% or less AMI threshold for their specific county according to the HUD published Data. However, upon recertification, which will be every three months, the household will have to meet the 30% AMI threshold to receive additional services. In addition, households will have to meet habitability, lead, and rent reasonableness standards. Due to COVID19, case manager will conduct housing inspections using video method. After the State has lifted the "stay at home order", case manager will conduct a visual inspection.

ESG required 100% match? ☑ YES ☐ NO If yes, please list each source and describe the amount and source of leveraged funds (private, local, state, federal). Describe any limitations on the use of match funds or resources. Provide any supporting documentation of match as available; match should available during the ESG contract.

	List Source	Amount
Federal Funds:		
State/Local Funding		
Private Funding:	Cash	$65,321
Private Funding:	Volunteer time (in dollars)	
Private Funding:	Donated Goods	
Private Funding:		
Other: _____		
Other:		

9. Indicate the estimated number of individuals *proposed* to be served by the project:

Rapid Rehousing: Number of Adults: 15
Number of Children: 23
Homeless Prevention: Number of Adults: 15
Number of Children: 23

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10. Proposed Project Budget:

	ESG FUNDS REQUESTED	AGENCY MATCHING FUNDS (detail in #8)	TOTAL FUNDS
Rapid Rehousing Financial Assistance (Security/Utility Deposits, Rent, Application Fees)	$27,433	$32,661.	$58,101
Rapid Rehousing Services (Housing Search & Placement, Case Management, Meditation, Legal Services)	$11,757		$13,750
Homeless Prevention Financial Assistance	$18,292	$32,660	$49,646
Homeless Prevention Services	$7,839		$9,145
TOTALS:	$65,321	$65,321	$130,642

I acknowledge that I have reviewed the application and 24 CFR 576 and all information provided in this application is true to the best of my belief.

Signed:

Print Name and Title: Matthew Knee, Executive Director

Date: 04 / 15 / 2020

Agency Applicants acknowledge that all information provided in this application is considered a public record to the extent of the State of Florida public record law.

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Catholic Charities of Northwest Florida

1815 North 6th Avenue, Pensacola, FL 32503
Office Hours: Monday-Friday from 8:00 am to 4:00 pm
For services, please call 850-436-6425

Case managers are currently working from home remotely. The office is currently utilizing conference calls, zoom meeting, emails, and telephone calls to contact clients, CoC, agency partners, and vendors. The following process applies to ESG services.

Catholic Charities will serve the following under ESG: Prevention and Rapid-Rehousing.

Prevention / At Risk of Homelessness Criteria for Determining Eligibility – clients will be evaluated to ensure that they meet housing standards as defined by HUD's standards for defining *At Risk of Homelessness-Category 2.* In addition, the household has an annual income of less than 30% of the AMI for their specific county according to the HUD published Data as well as meet habitability, lead, and rent reasonableness standards. Due to COVID19, case manager will conduct housing inspections using video method. After the State has lifted the "stay at home order", case manager will conduct a visual inspection.

Homeless / Rapid Rehousing Criteria for Determining Eligibility – clients will be evaluated to ensure that they meet housing standards as defined by HUD's standards for defining *Literal Homelessness-Categories 1 and 4*. The AMI at entrance will be waived those homeless household exceeding the 30% or less AMI threshold for their specific county according to the HUD published Data. However, upon recertification, which will be every three months, the household will have to meet the 30% AMI threshold to receive additional services. In addition, households will have to meet habitability, lead, and rent reasonableness standards. Due to COVID19, case manager will conduct housing inspections using video method. After the State has lifted the "stay at home order", case manager will conduct a visual inspection.

Procedures for Clients Intake:

Due to the recent COVID19 crisis, Catholic Charities has revised its intake and service process to include the following:

- For ESG Prevention services, the process begins with a phone call to our main office, were the caller speaks with trained staff who will take the applicant's name and basic information. Please note that the office number has been transferred to administrative assistant and a case manager, so calls can be processed quickly. If the applicant meets basic grant criteria such as homeless/housing status and income guidelines, the applicant is informed that a case manager will contact them to schedule an appointment within 24 hours. For those who do not meet the basic qualifications, they are vetted for other funding sources or diversion. Priority will be given to families with children who are facing imminent eviction, or who are currently in need of permanent housing.

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- During the call the case manager will inform the client of the process: (1) A detailed telephone interview will be conducted with the client to include an assessment and case plan. (2) An intake packet, case plan, and other housing documentation forms will be emailed to the client to complete and sign through Hello sign. If the client is unable to use the Hello Sign system, the case manager will work out alternate means of collecting intake and documentation, such as meeting at the Catholic Charities office. (3) The client will be required to submit housing status documentation, income documentation, case plan, and identification documentation through a secured method. Again, if the client is unable to provide this information through a secured method, arrangements can be made to meet the client to collect this data. All data will be reviewed for accuracy. A case plan will be developed to address services and strategies to overcome any barriers to self-sufficiency as well as future monitoring. All vendors will be contacted, and services and grant eligibility will be verified before payment is rendered.

- RRH services will follow the same procedure as prevention accept a coordinated entry referral must be sent prior to intake for each household from the CoC in conjunction with outreach services.

What type of eligible costs will be provided?

- **RRH:** first month's rent, last month's rent, application fee, rental deposit, utility deposit, utility arrears, case management
- **Prevention Arrears**: past due rent and past due utility services
- **Prevention Relocation**: first month's rent, last month's rent, application fee, rental deposit, utility deposit, utility arrears, case management

Catholic Charities will be following these procedures:

Procedures for Coordination among Homeless Service Providers:
All Catholic Charities clients assisted through the ESG program will have complete client information entered into the HMIS system so that services are clearly documented and other agencies can further provide additional support without duplication.

Procedures for Prioritizing Clients:
All RRH clients be referred by the CoC through the Coordinated Entry System in conjunction with street outreach. CES will be used to determine prioritization of RRH clients. Prevention services will be accessed case by case; however, priority will be given to families with children who are at risk of homelessness, followed by elderly, disabled or otherwise vulnerable individuals.

Procedures for the Maximum Allotments for Assistance, Catholic Charities desires to assist as many

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families as possible through the Emergency Solutions Grant. We propose an average of $1,696 per household for RRH services and $1,132 per household for Prevention services. Our goal is to stabilize the household.

Procedures for Length of Services:

- **Prevention –** Clients meeting eligibility criteria will receive a one-time assistance in a 12 month period not to exceed a maximum of $1,132 in total assistance (past due rent and/or utility services) unless approved by the CoC.

- **RRH/Homeless –** Clients meeting eligibility criteria can receive up to six months of rental and utility services not to exceed a total of $1,696. Services are based on client need and case manager assessment.

Policies and Procedures for Clients Cost Sharing: Clients will be asked to participate in their own recovery. The amount of cost sharing will depend of each household's financial ability to pay a share of cost due to crisis and/or economic hardship. Clients will be responsible for paying late fees under RRH services only.

Record Reviews: A supervisor will continue to review client case files for ESG standards. Case Managers will meet with the supervisor 2-3 a week via zoom meeting to discuss any concerns regarding a client. All records are subject to Catholic Charities Performance Quality Insurance (PQI) program. All payments are made directly to vendors and never released directly to a client.

Required Documentation

a. Assessment/intake
b. Picture Identification, birth certificates, and social security cards
c. Verification of gross income for past 30 days
d. HMIS Client Consent to Share Information
e. Case Notes
f. Case Plan
g. 3rd party housing verification
h. Signed Lease
i. For rental assistance, an eviction Notice or past due statement
j. For utility assistance, a utility bills with past due or disconnect notice
k. Lead Based Paint Safety Compliance for families with Children under 6 **and** homes built before 1978.
l. Rent Reasonableness standards
m. Habitability standards
n. Family Budget

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Catholic Charities of Northwest Florida
Emergency Assistance Office – Staff

Name/Title	ESG Job Assignments	# Years with Agency	Education	Experience & Qualifications
Tracie Campbell Program Director	Grant Oversite Case Monitoring HMIS Grant Reporting	**25**	BSW Social Work	Management Grant Administration Case Management Housing Counseling Human Trafficking Disaster Recovery HMIS
Lawrence Jones Case Manager	Case Management Eligibility Determination Intake HMIS	6	BS Electronics Engineering Technology	Case Management Protective Services HMIS
Tiara Piffins Case Manager	Case Management Eligibility Determination Intake HMIS	7	BS Community Health Education	Disaster/Long Term Recovery Case Management **SOAR** HMIS
Mary Brellerr Administrative Assistant	Screening Eligibility Case Monitoring	1	High School Diploma	Screening for ESG eligibility Case monitoring Assistance with intake

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HELLOSIGN

Audit Trail

TITLE	City ESG
FILE NAME	City of Pensacola with Addendum.pdf
DOCUMENT ID	be1ec76fcb450fe3297dd68bd44d399cb88c79a6
AUDIT TRAIL DATE FORMAT	MM / DD / YYYY
STATUS	● Completed

Document History

SENT	**04 / 15 / 2020** 18:17:01 UTC	Sent for signature to Matthew Knee (kneem@cc.ptdiocese.org) from skitth@cc.ptdiocese.org IP: 99.186.250.104
VIEWED	**04 / 15 / 2020** 18:30:46 UTC	Viewed by Matthew Knee (kneem@cc.ptdiocese.org) IP: 99.186.250.252
SIGNED	**04 / 15 / 2020** 18:31:06 UTC	Signed by Matthew Knee (kneem@cc.ptdiocese.org) IP: 99.186.250.252
COMPLETED	**04 / 15 / 2020** 18:31:06 UTC	The document has been completed.

ESCAMBIA COUNTY EMERGENCY SOLUTIONS GRANT PROGRAM
REQUEST FOR PROPOSALS
RAPID REHOUSING AND HOMELESS PREVENTION ACTIVITIES

OVERVIEW:

Escambia County is an entitlement community for Emergency Solutions Grant (ESG) Program as funded by the US Department of Housing and Urban Development (HUD). The Escambia County Emergency Solutions Grant (ESG) Program provides funds to rapidly re-house homeless individuals and families and prevent families and individuals from homelessness. Escambia County is requesting proposals from qualified, local 501(c)(3) non-profit organization(s) who are interested in implementing the Rapid Re-Housing (RRH) and Homeless Prevention (HP) activities under the ESG program.

An overview of these two activities are as follows:

A. Rapid Rehousing (24 CFR 576.104):

- Provide housing relocation and stabilization services and short- and/or medium-term rental assistance as necessary to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in that housing. All applicants must be literally homeless or fleeing or attempting to flee violence as outlined in the regulations noted above.
- Assistance includes short-term (up to 3 months) and medium-term (up to 18 months) rental assistance, rental arrears, rental application fees, advance payment of last month's rent, security deposits, utility deposits and payments.

B. Homeless Prevention (24 CFR 576.103):

- Provide housing relocation and stabilization services and short and/or medium-term rental assistance as necessary to prevent individuals and families who are thirty (30) percent below area median income from moving into an emergency shelter or other place described in paragraph (1) of the "homeless" definition at 576.2(1). Applicants be homeless or at risk of homelessness as outlined in the regulations noted above.
- Assistance includes short-term (up to 3 months) and medium-term (up to 18 months) rental assistance, rental arrears, rental application fees, advance payment of last month's rent, security deposits, utility deposits and payments.

The Request for Proposals (RFP) is seeking a partner/s that is/are able to administer client intake, property habitability inspections, and utilize the Homeless Management Information System (HMIS) and coordinated entry intake systems. Approximately $65,321 is available under this strategy for income eligible households; a portion of this funding may be utilized for administrative oversight and supportive services as required by the funding source.

WHO MAY APPLY:

The County is looking for a qualified not for profit partner to help administer ESG Rapid Rehousing (RRH) and Homeless Prevention (HP) to the greatest extent possible. Not for profit organizations incorporated in

the State of Florida with a 501(c)(3) status are eligible to apply under this RFP. Agency must have been in existence for at least two years.

Agency should demonstrate organizational capacity to assess client eligibility, including income qualifications and homelessness verifications; develop and monitor housing plans for clients; help identify eligible rental properties; perform minimum habitability standards inspections and lead based paint visual assessments; perform case management with clients; and manage the distribution and accounting of assistance checks for eligible activities. The successful partner must also currently be utilizing the Homeless Management Information System (HMIS) and participating in coordinated entry to receive referrals from Opening Doors Northwest Florida.

ESG funding requires a 100% grant match with cash and/or noncash contributions. Match funds must be provided during the same period in which the ESG funds are expended. Participating agency must demonstrate the ability to match ESG funds.

FUNDING:

$65,321 is available in ESG funding under this RFP. A minimum of 51% of funding should be spent on Rapid Re-housing. A portion of this funding may be utilized to offset the costs for program services, including costs for determining eligibility, HMIS data collection and reporting, as well as supportive services to facilitate housing for clients. Supportive services expenses include case management to include client assessment and monitoring of services, such as counseling, monitoring client progress, providing referrals to other providers, using the HMIS system, developing and securing services, and providing ongoing risk planning and safety planning, and developing a client centered housing and service plan; housing search and placement services; mediation, legal services, credit repair, information and referral, personnel, including administrative funds/supportive services funds must be reported as a RRH or HP activity.

Funding of $65,321 is available for immediate expenditure from 2016 and 2017 grant funds. Grant funds must be expended by September 30, 2020 to avoid recapture of funds.

Additional funds may be made available depending on program needs.

NOTE: No financial assistance is to be provided directly to the client; all funds must be distributed to a third-party.

APPLICANTS:

All clients assisted with ESG funds must meet the definition of homeless under 24 CFR 576.2(1) or (2) or meet criteria of unaccompanied youth at 576.2(3) or fleeing/attempting to flee violence as described in 576.2(4). The total income for the household is less than 30% of the area median income (AMI) adjusted for family size (as adjusted annually by HUD) at initial evaluation for Homeless Prevention participants. Homeless Prevention and Rapid Rehousing participants must be at or below 30% AMI at recertification. Each household (applicant) shall participate in case management and assessment as provided and required by the partner agency. Funds may only be expended for Escambia County clients.

Partner agency will be required to complete a client intake to verify eligibility for the ESG program. Current income limits are listed below.

# PERSONS IN FAMILY	30% OF AREA MEDIAN INCOME (AMI)
1	$14.550
2	16,600
3	18,700
4	20,750
5	22,450
6	22,700
7	24,100
8	25,750

ESG PROGRAM REQUIREMENTS:

Funding provided by federal ESG Program and must abide by all program guidelines, including local program specific requirements. An excerpt from the Escambia County Consolidated Plan detailing local ESG guidelines is in *italics* below. The full text of the Consolidated Plan is available upon request.

General information about the Emergency Solutions Grants Program, including ESG laws and regulations can be found here: https://www.hudexchange.info/programs/esg/

ESG ASSISTANCE GUIDELINES EXCERPT FROM CONSOLIDATED PLAN:

(a) Basic Eligibility Requirements: Qualification for Rapid Re-Housing or Homelessness Prevention assistance under the Program shall minimally include:

1. *Program participants must meet the definition of "homeless" stipulated at 24 CFR Part 576.2 subparagraphs (1), (2), (3) or (4) and/or the definition of "at risk of homelessness" as stipulated in 24 CFR Part 576.2 subparagraph (1).*
2. *The total income for the household is less than **30%** of the area median income (AMI) adjusted for family size (as adjusted annually by HUD)* at initial evaluation for Homeless Prevention participants. Homeless Prevention and Rapid Rehousing participants must be at or below 30% AMI at recertification. *Qualifying incomes for ESG assisted households will be calculated in the manner prescribed in the Section 8 Housing Assistance Program.*
3. *Each household (applicant) shall participate in case management and assessment as provided and required by the Single Service Delivery Agency.*
4. *The household (applicant) and/or the Service Delivery Agency(s) shall document that the applicant will not be able to retain housing "but for" the assistance provided from ESG resources.*
5. *The rent for any subsidized housing unit shall not exceed the applicable Pensacola MSA fair market rent based on bedroom size as published by HUD and the rent shall be reasonable.*

(b) Income Eligibility Determination: Income eligibility shall be determined based upon gross household income from all sources and is to be project for the ensuing 12 months based upon known or anticipated

income for members of the household. Income inclusions and exclusions shall be based upon provisions of 24 CFR Part 5.609(b) & (c).

(c) Maximum Household Assistance: The maximum assistance that can be provided to a single household will be established for each annual ESG funding cycle, however the amount shall be based on the documented needs of the household and will typically be significantly less that this stated maximum. The ECOH administered HMIS system shall be utilized as a control to aid in avoiding duplication of benefits for households.

(d) Determinations to aid in Eligibility Decisions:
1. Homeless Certification/Affidavit: All homeless persons/families shall execute a Homeless Certification in the form prescribed by the County and ECOH and said form shall be duly witnessed by a representative of the Single Service Delivery Agency.
2. Persons Living on the Street: Written verification that an ESG applicant is "living on the street" must be provided to the Service Delivery Agency(s) by the referring agency, social worker, outreach worker, or other responsible person/entity.
3. Persons from Emergency Shelters/Transitional Housing: Written verification that an ESG applicant has been living in "emergency shelter or transitional housing" must be provided to the Service Delivery Agency(s) by the referring emergency shelter or transitional housing agency staff.
4. Persons subject to eviction: Written verification of formal eviction proceedings must be secured by the Service Delivery Agency(s).

AGREEMENT INFORMATION:

A formal agreement will be entered with the qualified agency or agencies subject to approval by the Board of County Commissioners. Payments may be submitted on a bi-weekly or monthly basis unless specified or requested otherwise. An operating advance may be provided upon request to assist with the project. Reporting on activities and expenditures must be provided to the County on a quarterly basis at a minimum.

TENTATIVE SCHEDULE:

March 24, 2020	Request for Proposals Issued
March 30, 2020	Submission Deadline
April 14, 2020	BCC Approval of Funding Agreement
September 30, 2020	Deadline to expend all funds

SUBMISSION INFORMATION:

Please complete the following proposal application together with current 501(c)(3) status and submit via email by 5:00 p.m. CST, Monday, March 30, 2020:

Meredith Reeves, Division Manager
Escambia County Neighborhood Enterprise Division
Phone: 850.595.4968
Email: mareeves@myescambia.com

ESCAMBIA COUNTY EMERGENCY SOLUTIONS GRANT PROGRAM
REQUEST FOR PROPOSALS
RAPID REHOUSING AND HOMELESS PREVENTION ACTIVITIES

Please complete the following in its entirety, sign and return to the County at the contact listed in the RFP by the deadline stated. Additional sheets may be utilized as necessary.

1. Contact Information:

Applicant Name: Opening Doors NWFL

Mailing Address: 1020 N New Warrington Rd.

Email Address: johnj@openingdoorsnwfl.org

Phone Number: 850-435-4055

Primary Contact/Title: John Johnson, Executive Director

2. Is your agency a 501(c)(3)? ☒ YES ☐ NO
   Please include a copy of your 501(c)(3) information

3. Is your agency incorporated in the State of Florida, with an active listing with the Florida Division of Corporations? ☒ YES ☐ NO

4. Has your agency been in existence for at least 2 years? ☒ YES ☐ NO
   Date of incorporation: 1987

5. Does your agency currently receive or have you previously received ESG program funding? ☒ YES ☐ NO If yes, please list the year(s) funding was received, amount received, number of households served, and agency or jurisdiction from which you received funds (Escambia County, State of Florida, Opening Doors, etc.)

Funding Year	Amount Received	# Households Served	Jurisdiction/Agency
7/2016 - 6/2017	$200,000.00	415	Escambia/Santa Rosa Opening Doors NWFL
7/2017 - 6/2018	$272,500.00	802	Escambia/Santa Rosa Opening Doors NWFL
7/2018 - 6/2019	$332,606.45	1221	Escambia/Santa Rosa Opening Doors NWFL

6. Does your agency actively participate in the Homeless Management Information System (HMIS)? ☒ YES ☐ NO (Note: active participation in HMIS is mandatory for agencies receiving ESG funding. HMIS participation will be verified prior to award of funds)

7. Please describe your previous experience with ESG program administration, including qualifications of staff, familiarity with ESG required homeless certification, income requirements, and other program regulations.

Opening Doors Northwest Florida has been the recipient of the Emergency Solutions Grant (ESG) funding from the State and County for the better part of 10 years. Currently, Opening Doors is staffed with nine fully trained case managers; six of which are Bachelor's level Social Workers, one Certified Case Manager, and two case managers with many years of experience. As an agency that currently receives State ESG funding, our internal screening tools reflect ESG prevention and rapid rehousing eligibility criteria and homeless certification. All case managers are certified to complete HUD's habitability standard inspections, lead-based paint visual assessments, and determine fair market rent calculations. Also, each staff member has completed extensive training to assess client eligibility, including income qualification and homelessness verification, housing search and placement, landlord mediation, and housing stability case management. In our determination process, applicants must complete our financial literacy course and develop a household budget. Qualified cases go on to receive free credit repair from a Board-Certified Credit Counseling Specialist. As the CoC Lead, Opening Doors participates in the Coordinated Entry System and the Homeless Management Information System. Each of our case managers receive ongoing training on the Coordinated Entry process and HUD Data Standards that impact HMIS program data entry. Income eligibility determination and maximum household assistance requirements are built into the Coordinated Entry eligibility screening process and assessment tools. Our Coordinated Entry process also includes record-keeping standards that result in efficient checks and balances for eligible activities. HUD's 30 % AMI standards and income calculations for ESG are built in to our eligibility screening process. Our experience, leadership, and capacity to delivery rapid re-housing and homeless prevention services as well as meet the necessary case management requirements after services have been rendered, is evidenced by the success of passing quarterly monitoring performed by the FL Department of Children and Families State Office on Homelessness.

8. Does your agency have the ability to leverage other non-County funding in order to provide the ESG required 100% match? (●) YES ( ) NO If yes, please list each source and describe the amount and source of leveraged funds (private, local, state, federal). Describe any limitations on the use of match funds or resources. Provide any supporting documentation of match as available; match should available during the ESG contract.

	List Source	Amount
Federal Funds:	Coordinated Entry	$21,000.00
State/Local Funding	City of Pensacola	$20,000.00
Private Funding:	Cash	
Private Funding:	Volunteer time (in dollars)	
Private Funding:	Donated Goods	$10,000.00
Private Funding:	Impact 100	$15,000.00
Other: _____		
Other:		

9. Indicate the estimated number of individuals *proposed* to be served by the project:

Rapid Rehousing: Number of Adults: 12
Number of Children: 31
Homeless Prevention: Number of Adults: 13
Number of Children: 33

10. Proposed Project Budget:

	ESG FUNDS REQUESTED	AGENCY MATCHING FUNDS (detail in #8)	TOTAL FUNDS
Rapid Rehousing Financial Assistance (Security/Utility Deposits, Rent, Application Fees)	$ 32, 660.50	$ 32, 660.50	$ 65,321.00
Rapid Rehousing Services (Housing Search & Placement, Case Management, Meditation, Legal Services)			
Homeless Prevention Financial Assistance	$ 32, 660.50	$ 32, 660.50	$ 65,321.00
Homeless Prevention Services			
TOTALS:	$ 65,321.00	$ 65,321.00	$ 130,642.00

I acknowledge that I have reviewed the application and 24 CFR 576 and all information provided in this application is true to the best of my belief.

Signed: John Johnson

Print Name and Title: John Johnson, Executive Director

Date: 4/3/2020

Agency Applicants acknowledge that all information provided in this application is considered a public record to the extent of the State of Florida public record law.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17759 **County Administrator's Report 12. 8.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Escambia County Summer Youth Employment Program
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Escambia County Summer Youth Employment Program - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board take the following action:

A. Approve the program implementation for the Escambia County Summer Youth Employment Program 2020 Cycle, based on 100 participants; and

B. Authorize the County Administrator to sign the Purchase Order to Blue Arbor, Inc., in the amount of $250,000, and any other related documents necessary to implement the Escambia County Summer Youth Employment Program.

[Funding Source: Fund 353, LOST IV, Cost Center 110277, Project #19ED0399]

BACKGROUND:

Last year, the Neighborhood & Human Services Department's Summer Youth Employment Program provided 96 jobs in various County, city, elected officials, and school district departments to 96 youths. The Summer Youth Employment Program promotes career development while providing on-the-job paid work experience in various occupations throughout the departments of the Board of County Commissioners, as well as other community partners. Program participants between the ages of 16-24 years old, will be able to work up to a maximum of 30 hours per week and will be paid at the state minimum wage rate of $8.56 per hour (excluding temporary labor staffing service contract billable rate). Program eligibility will be based on the following factors: must be a County resident and be able to maintain County residency; provide documentation of school enrollment, if applicable; must have no felony convictions; must pass a

criminal background screening, if 18 years old or older or required by the host worksite; a completed program application must be submitted by the deadline date. Participants will be required to complete upfront mandatory job readiness preparatory classes; paid work experience at a designated worksite; post-employment debriefing sessions and an evaluation which will culminate with an award ceremony for program completion.

BUDGETARY IMPACT:

Funding Source: Fund 353, LOST IV, Cost Center 110277, Project #19ED0399

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

Neighborhood & Human Services (NHS) Program staff will provide oversight of this program.

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 Board approval, NHS staff will coordinate with Office of Purchasing to transmit a Purchase Order to implement this Program. NHS staff will implement this program in coordination with identified community partners.

Attachments

SYEP Backupdocs

Escambia County
Summer Youth Employment Program (SYEP)

Program Synopsis

Youth between the ages of 16-24 who reside in Escambia County, FL and desire to participate in the Escambia County Summer Youth Employment Program (SYEP) will be provided an opportunity to gain meaningful work experiences designed to assist with preparation for today's workforce. The overall intent of the program is to promote career development while providing on the job paid work experiences in various occupations. The program will be funded by the Escambia County Board of County Commissioners, and administered by the Neighborhood & Human Services (NHS) Department.

It is felt that providing resourceful tools for the work industry at this young age will impress upon the minds of the youth that work is good and necessary and will provide financial sustainability not only for themselves and their families but will contribute to the economic growth and well being of their community.

The Escambia County Summer Youth Employment Program (SYEP) will provide the following:

- Pre-employment training to determine skills, abilities and career goals
- Job readiness preparatory training classes
- Placement into paid work experience job slots
- Post-employment evaluation to determine success rate

Participants may work up to a maximum of 30 hours per week and will be paid at the state minimum wage rate of $8.56 per hour.

Eligibility requirements may include, but not limited to:

- Application submission by deadline date
- Documentation of Escambia County school enrollment (school district, accredited school or home school verification), if applicable
- Must be a county resident, for the duration of program participation
- Must pass drug screening
- If 18yrs. or older, must pass criminal background check

NHS staff will be responsible for the screening and selection process of the applications. **A limited number of participants will be selected to ensure maximum supervision levels.**

NOTE: Applicants may be chosen by a lottery process if the number of eligible applications received exceeds the maximum allotted amount of job slots. Applications will be numbered to ensure anonymity and that the selection process is not biased. This process is to allow for a fair and equitable process for all.

The program will consist of upfront mandatory job readiness preparatory classes; paid work experience at a designated assigned work site; and a post-employment debriefing session and evaluation which shall culminate with an award ceremony for program completion.

Job Readiness Preparatory Classes

These training sessions shall include, but not limited to:

- Program orientation and assessment
- Job Search skills
- Resume writing
- Job application process
- Interviewing techniques
- Time management
- How to get along with others in the workplace
- Honesty in the workplace
- Job retention
- Workplace etiquette
- Social Media in the workplace

Work Experience

Below is a limited listing of job positions working in the areas of, but not limited to:

- Office assistance
- Inventory warehousing
- Recreational/sports arenas
- Park restoration/maintenance
- Agriculture
- Animal Care
- Library Services
- Information Technology
- Conservation

All possible positions and work conditions are subject to the Florida Department of Business Professional Regulation and Florida Statues Child Labor Laws, XXXI (See Attachments) Chapter 450. Restrictions may apply regarding the placement of this population with regard to limited work hours and times, mandatory scheduled break periods, age restrictions and job duty limitations.

Post Debriefing and Evaluation

Upon completion of the last day of work, participants will be provided with post debriefing sessions which will include but not limited to:

- Program re-cap (program overview/lessons learned)
- Individual exit evaluation
- Will be provided with a professional resume to be used for future employment opportunities
- Letters of recommendations from program and/or worksite supervisor
- Certificate of program completion
- Award ceremony reception

Tentative internal host worksites

--Parks and Recreation
--Community Resource Centers
--Animal Shelter
--Libraries
--Public Safety (Emergency Services & Fire Services)
--Information technology
--Community Corrections/Probation
--Facilities Management
--Extension Services
--Neighborhood & Human Services
--Natural Resources
--Public Works
--Human Resources
--Risk Management
--Building Services

Tentative external host worksites
--Escambia County School District Departments
--Supervisor of Elections
--Chris Jones Property Appraisers
--City of Pensacola
--Clerk of Courts
--State Attorney Office

1. Providing financial stability for youth and family
2. Gainful work experience to be added to resume for future employment
3. Development of networking opportunities
4. Enhancement of career goals and objectives

Program Outcomes

Statistical data will be captured from inception to completion to gauge program successes such as: Career development enhancement; new or continued unsubsidized employment; participant completion rate and other qualifying factors to be determined in an effort to project program sustainability.

Select Year: 2011 ▼ Go

The 2011 Florida Statutes

Title XXXI
LABOR

Chapter 450
MINORITY LABOR GROUPS

View Entire Chapter

450.121 Enforcement of Child Labor Law.—

(1) The department shall administer this chapter. It shall employ such help as is necessary to effectuate the purposes of this chapter. Other agencies of the state may cooperate with the department in the administration and enforcement of this part. To accomplish this joint, cooperative effort, the department may enter into intergovernmental agreements with other agencies of the state whereby the other agencies may assist the department in the administration and enforcement of this part. Any action taken by an agency pursuant to an intergovernmental agreement entered into pursuant to this section shall be considered to have been taken by the department.

(2) It is the duty of the department and its agents and all sheriffs or other law enforcement officers of the state or of any municipality of the state to enforce the provisions of this law, to make complaints against persons violating its provisions, and to prosecute violations of the same. The department and its agents have authority to enter and inspect at any time any place or establishment covered by this law and to have access to age certificates kept on file by the employer and such other records as may aid in the enforcement of this law. A designated school representative acting in accordance with s. 1003.26 shall report to the department all violations of the Child Labor Law that may come to his or her knowledge.

(3) It is the duty of any trial court judge of any court in the state to issue warrants and try cases made within the limit of any city over which such trial court judge has jurisdiction in connection with the violation of this law.

(4) Grand juries shall have inquisitorial powers to investigate violations of this chapter; also, trial court judges shall specially charge the grand jury, at the beginning of each term of the court, to investigate violations of this chapter.

(5) The department may adopt rules:

(a) Defining words, phrases, or terms used in the child labor rule or in this part, as long as the word, phrase, or term is not a word, phrase, or term defined in s. 450.012.

(b) Prescribing additional documents that may be used to prove the age of a minor and the procedure to be followed before a person who claims his or her disability of nonage has been removed by a court of competent jurisdiction may be employed.

(c) Requiring certain safety equipment and a safe workplace environment for employees who are minors.

(d) Prescribing the deadlines applicable to a response to a request for records under subsection (2).

(e) Providing an official address from which child labor forms, rules, laws, and posters may be requested and prescribing the forms to be used in connection with this part.

History.—s. 1, ch. 28240, 1953; ss. 17, 35, ch. 69-106; s. 1, ch. 73-283; s. 121, ch. 73-333; s. 26, ch. 73-334; s. 1, ch. 77-119; s. 1, ch. 77-174; s. 8, ch. 81-192; s. 37, ch. 83-174; s. 13, ch. 91-147; s. 27, ch. 95-345; s. 68, ch. 97-190; s. 10, ch. 98-149; s. 139, ch. 2000-165; s. 1010, ch. 2002-387; s. 10, ch. 2004-11.

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17832 **County Administrator's Report 12. 9.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Federal Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant Program – JAG Countywide Solicitation
From: Cathy White, Director of Case Management
Organization: Court Administration
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Federal Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide Solicitation - Cathy White, Director of Case Management, Court Administration

That the Board take the following actions concerning the Federal Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant Program – JAG Countywide Solicitation:

A. Ratify the Chairman's signature on the Certificate of Participation; and

B. Approve and authorize the Chairman to sign the 51% letter of support for the distribution of grant funding.

[The funds are made available through the Federal Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide Solicitation for the period beginning October 1, 2019, and terminating September 30, 2021. There is no cost to the County.]

BACKGROUND:

In accordance with the Federal Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant Program – JAG Countywide Solicitation, all agencies interested in requesting Grant funds were asked to submit a detailed project proposal for review. The Grant Review Committee reviewed and approved the Grant proposals on April 16, 2020. The distribution of Grant funds are as follows:

Pensacola Police Department - $56,133

Escambia County Community Corrections - $41,133
Escambia County Neighborhood & Human Services - $15,000
Town of Century - $3,300

BUDGETARY IMPACT:

The funds are made available through the Federal Fiscal Year 2019 Edward Byrne Memorial Justice Assistance Grant Program - JAG Countywide Solicitation for the period beginning October 1, 2019, and terminating September 30, 2021. There is no cost to the County.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy requires Board approval and authorization to execute Grant documents.

IMPLEMENTATION/COORDINATION:

Coordination has occurred with all related parties.

Attachments

Certificate of Participation
51% Letter

CERTIFICATE OF PARTICIPATION

Edward Byrne Memorial
Justice Assistance Grant (JAG) Program

Ms. Rona Kay Cradit
Office of Criminal Justice Grants
Florida Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Ms. Cradit:

This letter provides notification that the Escambia County County Board of Commissioners ✓ Accepts ___ Declines to serve as the coordinating unit of government for the Florida Department of Law Enforcement's Edward Byrne Memorial Justice Assistance Grant (JAG) Countywide Program.

I understand, for the purposes of the JAG Countywide Program, the county can only request and approve applications for eligible subrecipients. In order to meet eligibility requirements, the county, and each organization or agency identified through the 51% planning process (as provided by Florida Administrative Code, Chapter 11D-9.002), must be able to document compliance with the following requirements prior to receiving a subaward:

- 2 C.F.R. Part 25—*Universal Identifier and System for Award Management (SAM) Requirements*
- 8 U.S.C §1373 & 1644—*Communication Between Governments and the Immigration and Naturalization Service*
- 28 C.F.R. Part 42—*Nondiscrimination; Equal Employment Opportunity; Policies and Procedures*
- 2 C.F.R. §200.318-326—*Federal Procurement Standards*
- 2 C.F.R Part 200.300-309—*Standards for Financial and Program Management*

For purposes of coordinating the preparation of application(s) for grant funds with the Office of Criminal Justice Grants, the following individual is designated as County Coordinator for the county's **FY19 JAG Countywide** subawards:

Name: Catherine A White
Agency: Court Administration
Title: Director of Case Management
Address: 100 West Maxwell Street
Email: Cathy.White@flcourts1.gov
City: Pensacola, Florida
Phone: (850) 595-3055
Zip: 32501

I acknowledge and understand the responsibility placed upon the county to ensure grant funds are used for improving criminal justice and subawards, as identified through the 51% process, are only approved to eligible subrecipients.

Sincerely,

Chair
Steven Barry County Board of Commissioners

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT

BY: _____
DEPUTY CLERK

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Telefax (850) 595-4908

May___, 2020

Ms. Rona Kay Cradit
Office of Criminal Justice Grants
Department of Law Enforcement
2331 Phillips Road
Tallahassee, Florida 32308

Dear Ms. Cradit:

In compliance with the State of Florida Rule 11D-9, F.A.C., the Escambia County Board of County Commissioners approves the distribution of the FFY 2019 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – State Solicitation for the following projects within Escambia County:

Subgrantee (City or County)	Title of Project	Dollar Amount (Federal Funds)
Escambia County	Jail Alt Initiative, TRT, Officer Health and Wellness for Federal Fiscal Year 2019	$ 41,133
Escambia County	Delinquency Prevention and Education Program	$ 15,000
City of Pensacola	Load Bearing Vests	$ 56,133
Town of Century	Emergency Communications	$ 3,300
	Total Allocation	$115,566

Sincerely,

Steven Barry, Chairman
Escambia County Board of County Commissioners

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17762 **County Administrator's Report 12. 10.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Approval to Issue Fiscal year 2019-2020 Purchase Order in Excess of $25,000
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Fiscal Year 2019/2020 Purchase Order, in Excess of $25,000, for the Public Safety Department - John Dosh, Interim Public Safety Department Director

That the Board, for Fiscal Year 2019/2020, approve the issuance of an individual Purchase Order, in excess of $25,000, based upon quotes obtained via Vendor Registry, for the Public Safety Department, as follows:

Vendor/Contractor	Amount	Contract Number
Stryker Sales Corporation Vendor # 195684 Fund 408, Emergency Medical Services Cost Center: 330302 EMS	$102,405.60	Original Equipment Manufacturer

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

BACKGROUND:

The issuance of this Purchase Order is necessary to fulfill the requirements of the Fiscal Year 2019/2020 annual AED maintenance. This price includes the service Contract for Fire AED's as well due to their budget constraints. Without the service Contract, EMS nor Fire would have free battery replacement nor the annual inspection. It is imperative that the AED's be serviced annually to ensure the intergrity of the AED's.

BUDGETARY IMPACT:

Funds are avaiable in Fund 408, Emergency Medical Services, Cost Center 330302, EMS.

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. Per the guidance received at the October 3, 2019, Board meeting, all purchases over $25,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

The Public Safety Department will work with the Purchasing Office staff to prepare Purchase Orders as needed.

Attachments

Procare Services Proposal

ProCare Services

stryker

Sales Rep Name: Jeff Wages
ProCare Service Rep: Buddy Forrest

3800 E. Centre Ave
Portage, MI 49009

Date: 4/16/2020
ID #: 200416135507

PROCARE PROPOSAL SUBMITTED TO:

Billing Acc Num:
Shipping Acct Num: 1192055
Account Name Escambia County Public Safety
Account Address 6575 North W Street
City, State Zip Pensacola, FL 32505

Name: Tamika Williams
Title:
Phone:
Email: tlwilliams@myescambia.com

PROCARE COVERAGE

Item No.	Model Number	Model Description	ProCare Program	Qty	Yrs		Total
1	LP1000	LifePak 1000	LP1000 Prevent Onsite	68	1		$39,984.00
2	LP15	LifePak 15	LP15 Prevent Onsite	41	1		$73,800.00

PROGRAM INCLUDES:

LP15 Prevent Onsite:

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to test 30 device dimensions and verify the unit functions accurately, from waveform shape and defibrillation energy to pacing current and capnography readings (if present)
- Check electrode expiration dates and recommend replacement as needed
- Check printer operation and trace quality
- Repairs (parts and labor) to restore equipment to manufacturer specifications
- LIFEPAK battery-charger repair or replacement as deemed necessary by Stryker*
- Power-adapter repair or replacement
- Replace up to 3 lithium-ion batteries in accordance with the device operating instructions or upon failure*
- Replace up to 1 coin cell memory battery in accordance with the device operating instructions or upon failure*
- Replacement of protective display shield, corner bumper guards, CO2 connector cover, shoulder strap, handle, device labels, and battery pins as deemed necessary by Stryker at time of annual inspection.

**(Onsite Repairs or Depot Depending on Agreement) **

LP1000 Prevent Onsite:

- Update software to the most current version
- Check all batteries and battery pins
- Inspect the integrity of accessories and recommend replacement as needed
- Test the integrity of all cables and recommend replacement as needed
- Electrical safety check in accordance with NFPA guidelines
- Computer-aided diagnostics to verify the unit functions accurately, including waveform shape and defibrillation energy
- Replace up to 1 battery pack in accordance with the device operating instructions or upon battery failure
- Replace 1 set of expired adult therapy electrodes at schedule ed time of service
- Repairs (parts and labor) to restore equipment to manufacturer specifications

**(Onsite Repairs or Depot Depending on Agreement) **

Unless otherwise stated on contract, payment is expected upfront.

ProCare Total	$113,784.00
Discount	10%
FINAL TOTAL	**$102,405.60**

Start Date: 4/3/2020
End Date: 4/2/2021

Stryker Signature Date

Customer Signature Date

Purchase Order Number

If contract is over $5,000 please send hard copy PO

COMMENTS:
Please email signed Proposal and Purchase Order to procarecoordinators@stryker.com. All information contained within this quotation is considered confidential and proprietary and is not subject to public disclosure. **Quote pricing valid for 30 days.

SERIAL NUMBER SHEET			
Item No.	Model	Serial Number	Program
1	LP1000	36731602	LP1000 Prevent Onsite
2	LP1000	36731948	LP1000 Prevent Onsite
3	LP1000	36731600	LP1000 Prevent Onsite
4	LP1000	36731601	LP1000 Prevent Onsite
5	LP1000	36731597	LP1000 Prevent Onsite
6	LP1000	36731598	LP1000 Prevent Onsite
7	LP1000	36731596	LP1000 Prevent Onsite
8	LP1000	36731595	LP1000 Prevent Onsite
9	LP1000	38019184	LP1000 Prevent Onsite
10	LP1000	36731603	LP1000 Prevent Onsite
11	LP1000	37345236	LP1000 Prevent Onsite
12	LP1000	36731606	LP1000 Prevent Onsite
13	LP1000	36731608	LP1000 Prevent Onsite
14	LP1000	37345242	LP1000 Prevent Onsite
15	LP1000	36731610	LP1000 Prevent Onsite
16	LP1000	36731609	LP1000 Prevent Onsite
17	LP1000	36731612	LP1000 Prevent Onsite
18	LP1000	36731599	LP1000 Prevent Onsite
19	LP1000	37345238	LP1000 Prevent Onsite
20	LP1000	36731613	LP1000 Prevent Onsite
21	LP1000	36731617	LP1000 Prevent Onsite
22	LP1000	37345237	LP1000 Prevent Onsite
23	LP1000	36731615	LP1000 Prevent Onsite
24	LP1000	31666879	LP1000 Prevent Onsite
25	LP1000	47176264	LP1000 Prevent Onsite
26	LP1000	36731616	LP1000 Prevent Onsite
27	LP1000	36731611	LP1000 Prevent Onsite
28	LP1000	37345239	LP1000 Prevent Onsite
29	LP1000	36731607	LP1000 Prevent Onsite
30	LP1000	36731618	LP1000 Prevent Onsite
31	LP1000	37345240	LP1000 Prevent Onsite
32	LP1000	37345241	LP1000 Prevent Onsite
33	LP1000	47095122	LP1000 Prevent Onsite
34	LP1000	46142557	LP1000 Prevent Onsite
35	LP1000	47176246	LP1000 Prevent Onsite
36	LP1000	47176249	LP1000 Prevent Onsite
37	LP1000	47176252	LP1000 Prevent Onsite
38	LP1000	47176263	LP1000 Prevent Onsite
39	LP1000	47176265	LP1000 Prevent Onsite
40	LP1000	47176266	LP1000 Prevent Onsite
41	LP1000	47176268	LP1000 Prevent Onsite
42	LP1000	47176269	LP1000 Prevent Onsite
43	LP1000	47176272	LP1000 Prevent Onsite
44	LP1000	47176273	LP1000 Prevent Onsite
45	LP1000	47176274	LP1000 Prevent Onsite
46	LP1000	47176283	LP1000 Prevent Onsite
47	LP1000	47197122	LP1000 Prevent Onsite
48	LP1000	47197123	LP1000 Prevent Onsite
49	LP1000	47197124	LP1000 Prevent Onsite
50	LP1000	47197125	LP1000 Prevent Onsite
51	LP1000	47197128	LP1000 Prevent Onsite
52	LP1000	47197130	LP1000 Prevent Onsite
53	LP1000	47197131	LP1000 Prevent Onsite
54	LP1000	47197133	LP1000 Prevent Onsite
55	LP1000	47387635	LP1000 Prevent Onsite
56	LP1000	47462143	LP1000 Prevent Onsite
57	LP1000	47462144	LP1000 Prevent Onsite
58	LP1000	47462145	LP1000 Prevent Onsite

59	LP1000	47462149	LP1000 Prevent Onsite
60	LP1000	47466805	LP1000 Prevent Onsite
61	LP1000	47466806	LP1000 Prevent Onsite
62	LP1000	47466807	LP1000 Prevent Onsite
63	LP1000	47466813	LP1000 Prevent Onsite
64	LP1000	47466815	LP1000 Prevent Onsite
65	LP1000	47466817	LP1000 Prevent Onsite
66	LP1000	47466818	LP1000 Prevent Onsite
67	LP1000	47466825	LP1000 Prevent Onsite
68	LP1000	36731604	LP1000 Prevent Onsite
69	LP15	40445667	LP15 Prevent Onsite
70	LP15	40445670	LP15 Prevent Onsite
71	LP15	40445682	LP15 Prevent Onsite
72	LP15	40445686	LP15 Prevent Onsite
73	LP15	41208077	LP15 Prevent Onsite
74	LP15	42415862	LP15 Prevent Onsite
75	LP15	42538636	LP15 Prevent Onsite
76	LP15	42538404	LP15 Prevent Onsite
77	LP15	42536483	LP15 Prevent Onsite
78	LP15	42536451	LP15 Prevent Onsite
79	LP15	42536340	LP15 Prevent Onsite
80	LP15	42536179	LP15 Prevent Onsite
81	LP15	42545261	LP15 Prevent Onsite
82	LP15	42545252	LP15 Prevent Onsite
83	LP15	42544325	LP15 Prevent Onsite
84	LP15	42543950	LP15 Prevent Onsite
85	LP15	42543365	LP15 Prevent Onsite
86	LP15	42542728	LP15 Prevent Onsite
87	LP15	42542242	LP15 Prevent Onsite
88	LP15	42541901	LP15 Prevent Onsite
89	LP15	42541846	LP15 Prevent Onsite
90	LP15	42541836	LP15 Prevent Onsite
91	LP15	42541816	LP15 Prevent Onsite
92	LP15	42540361	LP15 Prevent Onsite
93	LP15	42540302	LP15 Prevent Onsite
94	LP15	42540241	LP15 Prevent Onsite
95	LP15	42540098	LP15 Prevent Onsite
96	LP15	42540065	LP15 Prevent Onsite
97	LP15	42539399	LP15 Prevent Onsite
98	LP15	42539337	LP15 Prevent Onsite
99	LP15	42539275	LP15 Prevent Onsite
100	LP15	42539189	LP15 Prevent Onsite
101	LP15	42539085	LP15 Prevent Onsite
102	LP15	42505930	LP15 Prevent Onsite
103	LP15	42449083	LP15 Prevent Onsite
104	LP15	42418342	LP15 Prevent Onsite
105	LP15	42416250	LP15 Prevent Onsite
106	LP15	40361084	LP15 Prevent Onsite
107	LP15	47090876	LP15 Prevent Onsite
108	LP15	43526818	LP15 Prevent Onsite
109	LP15	45039760	LP15 Prevent Onsite

SERVICE AGREEMENT

This document sets forth the entire Product Service Plan Agreement ("Agreement") between Stryker Medical, (a division of Stryker Corporation), herein and after referred to as "Stryker", and Escambia County Public Safety, herein and after, referred to as the "Customer". This is the entire Agreement and no other oral modifications are valid. This Agreement shall remain in effect unless canceled or modified by either party according to the following terms and conditions.

1. SERVICE COVERAGE AND TERM

Stryker shall provide to Customer the services (the "Services") as defined on Page 1 of the Stryker Quote as the equipment ProCare Program (hereinafter each, a "Service Plan"). The equipment covered under said Service Plan is set forth on Exhibit A to the Quote (the "Equipment"). The Services and Service Plan are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, its equipment and operations manuals, and accompanying labels and/or inserts for the Equipment. Customer covenants and agrees that its personnel will follow the instructions and contents of those manuals, labels and inserts. When Equipment or a component is replaced, the item provided in replacement will be the Customer's property (if Customer owns the Equipment) and the replaced item will be Stryker's property. The Service Plan coverage, term, start date, and price of the Services appear on the Service Plan.

2. EQUIPMENT SCHEDULE CHANGES

During the term of the Agreement and upon each party's written consent, additional Equipment may be included in the Exhibit A. All additions are subject to the terms and conditions contained herein. Stryker shall adjust the charges and modify Exhibit A to reflect the additions.

3. INSPECTION SCHEDULING

Service inspections will be scheduled in advance at a mutually agreed upon time for such period of time as is reasonably necessary to complete the Services. Equipment not made available at the specified time will be serviced at the next scheduled service inspection unless specific arrangements are made with Stryker. Such arrangements will include travel and other special charges at Stryker's then current rates.

4. INSPECTION ACTIVITY

On each scheduled service inspection, Stryker's Service Representative will inspect each available item of Equipment as required in accordance with Stryker's then current Maintenance procedures for said Equipment. If there is any discrepancy or questions on the number of inspections, price, or Equipment, Stryker may amend this Agreement.

5. CUSTOMER OBLIGATIONS

Customer shall use commercially reasonable efforts to cooperate with Stryker in connection with Stryker's performance of the Services. Customer understands and acknowledges that Stryker employees will not provide surgical or medical advice, will not practice surgery or medicine, will not come in physical contact with the patient, will not enter the "sterile field" at any time, and will not direct equipment or instruments that come in contact with the patient during surgery. Customer's personnel will refrain from requesting Stryker employees to take any actions in violation of these requirements or in violation of applicable laws, rules or regulations, Customer policies, or the patient's informed consent. A refusal by Stryker employees to engage in such activities shall not be a breach of this Agreement. Customer consents to the presence of Stryker employees in its operating rooms, where applicable, in order for Stryker to provide Services under this Agreement and represents that it will obtain all necessary consents from patients.

6. SERVICE INVOICING

Invoices will be sent on the agreed payment method. All prices are exclusive of state and local use, sales or similar taxes. In states assessing upfront sales and use tax, Customer's payments will be adjusted to include all applicable sales and use tax amortized over the Service Plan term using a rate that preserves for Stryker, its affiliates and /or assigns, the intended economic yield for the transaction described in this Agreement. All invoices issued under this Agreement are to be paid within thirty (30) days of the date of the invoice. Failure to comply with Net 30 Day terms will constitute breach of contract and future Service will only be made on a prepaid or COD basis, or until the previous obligation is satisfied, or both. Stryker reserves the right, with no liability to Stryker, to cancel any contract on the basis of payment default for any previous equipment or service provided by Stryker or any of its affiliates.

7. PRICE CHANGES

The Service prices specified herein are those in effect as of the date of acceptance of this Agreement and will continue in effect throughout the term of the Service Plan.

8. INITIAL INSPECTION

This Agreement shall be applicable only to such Equipment as listed in Exhibit A, which has been determined by a Stryker's Representative to be in good operating condition upon his/her initial inspection thereof.

9. OPERATION MAINTENANCE

Stryker's Services are ancillary to and not a complete substitute for the requirements of Customer to adhere to the routine maintenance instructions provided by Stryker, it's Equipment and operations manuals, and accompanying labels and/or inserts for each item of Equipment. Customer's appropriate user personnel should be entirely familiar with the instructions and contents of those manuals, labels and inserts and implement them accordingly.

10. SERVICE PLAN WARRANTY AND LIMITATIONS

Stryker represents and warrants that the Services shall be performed in a workmanlike manner and with professional diligence and skill. Services will comply with all applicable laws and regulations. During the term of the Service Plan, Stryker will maintain the Equipment in good working condition. Notwithstanding any other provision of this Agreement, the Service Plan does not include repairs or other services made necessary by or related to, the following: (1) abnormal wear or damage caused by misuse or by failure to perform normal and routine maintenance as set out in the Stryker maintenance manual or operating instructions. (2) accidents (3) catastrophe (4) acts of god (5) any malfunction resulting from faulty maintenance, improper repair, damage and/or alteration by non-Stryker authorized personnel (6) Equipment on which any original serial numbers or other identification marks have been removed or destroyed; or (7) Equipment that has been repaired with any unauthorized or non-Stryker components. In addition, in order to ensure safe operation of the Equipment, only Stryker accessories should be used. Stryker reserves the right to invalidate the Service Plan if Equipment is used with accessories not manufactured by Stryker.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICES AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTY BY STRYKER, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

11. WAIVER EXCLUSIONS

No failure to exercise and no delay by Stryker in exercising any right, power or privilege hereunder shall operate as a waiver thereof. No waiver of any breach of any provision by Stryker shall be deemed to be a waiver by Stryker of any preceding or succeeding breach of the same or any other provision. No extension of time by Stryker for performance of any obligations or other acts hereunder or under any other Agreement shall be deemed to be an extension of time for performances of any other obligations or any other acts by Stryker.

12. LIMITATION OF LIABILITY

EXCEPT FOR THIRD PARTY DAMAGES RELATED TO STRYKER'S INDEMNITY OBLIGATIONS UNDER SECTION 13, STRYKER'S LIABILITY ARISING UNDER THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SERVICE FEES PAID DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. IN NO INSTANCE WILL STRYKER BE LIABLE TO CUSTOMER FOR INCIDENTAL, PUNITIVE, SPECIAL, COVER, EXEMPLARY, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR ATTORNEYS' FEES OR COSTS FOR ANY ACTIONS UNDER OR RELATED TO THIS AGREEMENT.

13. INDEMNIFICATION

Stryker shall indemnify and hold harmless Customer from any loss or damage brought by a third party which Customer may suffer directly as a result of the gross negligence or willful misconduct of Stryker or its employees or agents in the course of providing Services. The foregoing indemnification will not apply to any liability arising from: (i) an injury or damage due to the negligence of any person other than Stryker's employee or agent; (ii) the failure of any person other than Stryker's employee or agent to follow any instructions outlined in the labeling, manual, and/or instructions for use of the Equipment; (iii) the use of any equipment or part not purchased from Stryker or any equipment or any part thereof that has been modified, altered or repaired by any person other than Stryker's employee or agent; or (iv) any actions taken or omissions made by any Stryker employee while under the direction or control of Customer's staff. Customer agrees to hold Stryker harmless from and indemnify Stryker for any claims or losses or injuries arising from (i)-(iv) above resulting from Customer's or its employees' or agents' actions.

14. TERM AND TERMINATION

The Agreement shall commence on the date indicated on the first Service Plan entered into between the parties and shall continue until Stryker ceases to provide Services or the Agreement is canceled by either party by giving a ninety (90) days prior written notice of any such cancellation to the other party. If this Agreement is canceled during or before the expiration date of the Agreement, Customer will owe for the months covered up to the cancellation date of the Agreement and for any parts, labor, and travel charges, required to maintain Equipment, exceeding that already paid during the Agreement. In the event Customer has pre-paid for the services hereunder, any unused amount as of the date of cancellation shall be returned to the Customer on a pro-rata basis.

15. FORCE MAJEURE

Except for Customer's payment obligations, which may only be delayed and not excused entirely, neither party to this Agreement will be liable for any delay or failure of performance that is the result of any happening or event that could not reasonably have been avoided or that is otherwise beyond its control, provided that the party hindered or delayed immediately notifies the other party describing the circumstances causing delay. Such happenings or events will include, but not be limited to, terrorism, acts of war, riots, civil disorder, rebellions, fire, flood, earthquake, explosion, action of the elements, acts of God, inability to obtain or shortage of material, equipment or transportation, governmental orders, restrictions, priorities or rationing, accidents and strikes, lockouts or other labor trouble or shortage.

16. INSURANCE REQUIREMENTS

Stryker shall maintain the following insurance coverage during the term of the Agreement: (i) commercial general liability coverage, including coverage for products and completed operations liability, with minimum limits of $1,000,000.00 per occurrence and $2,000,000.00 annual aggregate applying to bodily injury, personal injury, and property damage; (ii) automobile liability insurance with combined single limits of $1,000,000.00 for owned, hired, and non-owned vehicles; and (iii) worker's compensation insurance as required by applicable law. At Customer's written request, certificates of insurance shall be provided by Stryker prior to commencement of the Services at any premises owned or operated by Customer. To the extent permitted by applicable laws and regulations, Stryker shall be permitted to meet the above requirements through a program of self-insurance.

17. WARRANTY OF NON-EXCLUSION

Each party represents and warrants that as of the Effective Date, neither it nor any of its employees, are or have been excluded terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non- procurement programs. Each party further represents that no final adverse action by the federal or state government has occurred or is pending or threatened against the party, its affiliates, or, to its knowledge, against any employee, Stryker, or agent engaged to provide Services under this Agreement. Each party also represents that if during the term of this Agreement it, or any of its employees becomes so excluded, terminated, suspended, or debarred from a federal or state health care program or from participation in any federal or state procurement or non-procurement programs, such will promptly notify the other party. Each party retains the right to terminate or modify this Agreement in the event of the other party's exclusion from a federal or state health care program.

18. COMPLIANCE

Stryker, as supplier, hereby informs Customer, as buyer, of Customer's obligation to make all reports and disclosures required by law or contract, including without limitation properly reporting and appropriately reflecting actual prices paid for each item supplied hereunder net of any discount (including rebates and credits, if any) applicable to such item on Customer's Medicare cost reports, and as otherwise required under the Federal Medicare and Medicaid Anti-Kickback Statute and the regulations thereunder (42 CFR Part 1001.952(h)). Pricing under this Agreement (and each Service Plan) may constitute discounts on the purchase of Services. Customer represents that (i) it shall make all required cost reports, and (ii) it has the corporate power and authority to make or cause such cost reports to be made. To the extent required by law, Customer and Stryker agree to comply with the Omnibus Reconciliation Act of 1980 (P.L. 96Z499) and it's implementing regulations (42 CFR, Part 420). To the extent applicable to the activities of Stryker hereunder, Stryker further specifically agrees that until the expiration of four (4) years after furnishing Services pursuant to this Agreement, Stryker shall make available, upon written request of the Secretary of the Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and the books, documents and records of Stryker that are necessary to verify the nature and extent of the costs charged to Customer hereunder. Stryker further agrees that if Stryker carries out any of the duties of this Agreement through a subcontract with a value or cost of ten thousand dollars ($10,000) or more over a twelve (12) month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four (4) years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request to the Secretary, or upon request to the Comptroller General, or any of their duly authorized representatives the subcontract, and books and documents and records of such organization that are necessary to verify the nature and extent of such costs.

19. CONFIDENTIALITY

The parties hereto shall hold in confidence this Agreement and the terms and conditions contained herein (including Services Plan pricing) and any information and materials which are related to the business of the other or are designated as proprietary or confidential, herein or otherwise, or which a reasonable person would consider to be proprietary or confidential information; and (b) hereby covenant that they shall not disclose such information to any third party without prior written authorization of the one to whom such information relates. The rights and remedies available to a party hereunder shall not limit or preclude any other available equitable or legal remedies.

20. HIPAA

Stryker is not a "business associate" of Customer, as the term "business associate" is defined by HIPAA (the Health Insurance Portability and Accountability Act of 1996 and 45 C.F.R. parts 142 and 160-164, as amended). To the extent the parties mutually agree that Stryker becomes a business associate of Customer, the parties agree to negotiate to amend the Service Plan or this Agreement as necessary to comply with HIPAA, and if an agreement cannot be reached the applicable Service Plan will immediately terminate. All medical information and/or data concerning specific patients (including, but not limited to, the identity of the patients), derived incidentally during the course of this Agreement, shall be treated by both parties as confidential, and shall not be released, disclosed, or published to any party other than as required or permitted under applicable laws. Notwithstanding the foregoing, Stryker may be considered a "business associate" of Customers related to any Service Plan for wireless products and/or other designated business associate services. If Stryker is considered a "business associate" of Customer, Stryker will agree to enter into a business associate agreement with Customer as required by HIPAA.

21. MISCELLANEOUS

Neither party may assign or transfer their rights and/or benefits under this Agreement without the prior written consent of the other party, except that Stryker shall have the right to assign this Agreement or any rights under or interests in this Agreement to any parent, subsidiary or affiliate of Stryker. All of the terms and provisions of this Agreement shall be binding upon, shall inure to the benefit of, and be enforceable by permitted successors and assigns of the parties to this Agreement. This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan. The invalidity, in whole or in part, of any of the foregoing paragraphs, where determined to be illegal, invalid, or unenforceable by a court or authority of competent jurisdiction, will not affect or impair the enforceability of the remainder of the Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes all prior negotiations and agreements between the parties concerning the subject matter of this Agreement. In the event of an inconsistency or conflict between this Agreement and any purchase order, invoice, or similar document, this Agreement will control. Any inconsistency or conflict between the terms of this Agreement and a Service Plan shall be resolved in factor of the Service Plan. The sections entitled Limitation of Liability, Indemnification, Compliance, Confidentiality and Miscellaneous of this Agreement shall survive its termination or expiration.

22. MAINTENANCE INSPECTION

This service contract may include products which are beyond their warranty period and tested expected service life. Any such product will be inspected to determine if the product meets the operations and maintenance manual guidelines for that particular product as of the date of inspection. Despite any such inspection, Stryker makes no claims or assurances as to future performance, including no express or implied warranty, for any product which was inspected outside of its warranty period or beyond its tested expected service life.

Purchase Order Form

stryker

Account Manager _____

Cell Phone _____

Purchase Order Date _____

Expected Delivery Date _____

Stryker Quote Number 200416135507

Check box if Billing same as Shipping ☐

BILL TO	CUSTOMER #
Billing Account Num	0
Company Name	
Contact or Department	
Street Address	
Addt'l Address Line	
City, ST ZIP	
Phone	

SHIP TO	CUSTOMER #
Shipping Account Num	1192055
Company Name	Escambia County Public Safety
Contact or Department	Tamika Williams
Street Address	6575 North W Street
Addt'l Address Line	
City, ST ZIP	Pensacola, FL 32505
Phone	-

Authorized Customer Initials _____

Authorized Customer Initials _____

DESCRIPTION	QTY	TOTAL
REFERENCE QUOTE		

Accounts Payable Contact Information

Name _____

Email _____

Phone _____

Stryker Terms and Conditions
www.strykeremergencycare.com/terms

Authorized Customer Signature

Printed Name _____

Title _____

Signature _____

Date _____

Attachment **Stryker Quote Number** 200416135507

*Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services on the Stryker Quote.

As of March 2020

LIFEPAK® 15 service

Stryker has been notified by our global parts providers that some components used on certain LIFEPAK 15 monitor/defibrillator models (Part Numbers beginning with V15-2) are no longer available in the market. Service on the LIFEPAK 15 with Part Number beginning with v15-5 or v15-7 is unaffected.

Stryker will continue to offer service support for this subset of the LIFEPAK 15 as follows:

- All service parts with available inventory can be purchased by our end users

- Transactional service (time and material) is available for non-contract customers
    - o If a component has failed on your device, your local Sales Representative should be contacted for support

- Contractual service
    - o Stryker will continue to offer contractual service on a yearly basis only

    - o Preventive maintenance will continue to be done on devices less than eight (8) years old. After this point, we will cease to conduct preventative maintenance and shift to device inspections

    - o If a component fails on your device, please contact your local Sales Representative for support. A pro-rated credit for any pre-paid service will be provided should a unit become non-serviceable due to part availability

It is important to note that the LIFEPAK 15 has an expected life of eight (8) years from the date of manufacture. If you are uncertain of the manufacture date of your products, please contact your local Sales Representative for a full fleet assessment.

We want to ensure the highest quality products and services for our customers. As such, it is important to know that Stryker is the only FDA-approved service provider for our products. We do not contract with third party service providers, nor will we be providing them with any additional parts for these repairs. As such, we cannot guarantee the safety and efficacy of any device that is repaired by a third-party service agency.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17727 **County Administrator's Report 12. 11.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Approval to Issue Fiscal Year 2019-2020 Purchase Orders in Excess of $25,000
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of Fiscal Year 2019/2020 Purchase Orders, in Excess of $25,000, for the Public Safety Department - John Dosh, Interim Public Safety Department Director

That the Board, for Fiscal Year 2019/2020, approve the issuance of an individual Purchase Order, in excess of $25,000, based upon quotes obtained via Vendor Registry, for the Public Safety Department, as follows:

Vendor/Contractor	Amount	Contract Number
Stryker Sales Corporation Vendor # 195684 Fund 110, Grants Cost Center: 330318 EMS County Awards Grant	$29,815.20	Quotes were obtained via Vendor Registry

[Funding Source: Fund 110, Grants, Cost Center 330318, EMS County Awards]

BACKGROUND:

The issuance of this Purchase Order is necessary to fulfill the requirements of the Fiscal Year 2019/2020 Emergency Medical Services County Grant, ID Code C8017.

On October 21, 2019, the County was awarded $33,504 to purchase two Lucas devices. These Lucas devices will minimize the amount of personnel needed to work on a patient during a cardiac arrest. If approved, these devices will

immediately be placed in service as all staff have been trained on these devices.

BUDGETARY IMPACT:

Funds are available in Fund 110, Grants, Cost Center 330318, EMS County Awards Grant.

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. Per the guidance received at the October 3, 2019, Board meeting, all purchases over $25,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

The Public Safety Department will work with the Purchasing Office staff to prepare Purchase Orders as needed.

Attachments

Lucas Device Quotes

Grant Award Letter

Board of County Commissioners • Escambia County, Florida

March 31, 2020

James R. Maddrey – EMS Manager
Escambia County EMS

To whom it may concern,

We have chosen the Stryker LUCAS device to be purchased for the department. The monies used to pay for these devices was awarded to the department by a State Grant. The State Grant specifically approved the purchase of two LUCAS Devices. The employees with ECEMS have had all the previous training with this device in the past. All crews are comfortable using this device as they have all been through its proper functions, storage, and capabilities. We have seen this device in action because we used it as a demo in the past. Any other devices would not be feasible for the county, because it would require extra training which would cut into our OT budget. We are excited to have this device in the county. It has proven to be beneficial to our citizens and has saved lives. Using this device will minimize the amount of personnel needed to work on a patient during a cardiac arrest. This will be extremely beneficial to the Fire Service being able to stay in service. Once the devices come in, they can immediately be placed in service because all the training required has been done.

Regards,

James R. Maddrey

ECEMS Manager

stryker

LUCAS

Quote Number: 10107084
Version: 1
Prepared For: ESCAMBIA CO PUBLIC SAFET
Attn:

Remit to: P.O. Box 93308
Chicago, IL 60673-3308
Rep: Jeff Wages
Email: jeff.wages@stryker.com
Phone Number: (901) 491-1349

Quote Date: 03/02/2020
Expiration Date: 05/29/2020

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	ESCAMBIA CO PUBLIC SAFET	Name:	ESCAMBIA CO PUBLIC SAFET	Name:	ESCAMBIA CO PUBLIC SAFET
Account #:	1192055	Account #:	1192055	Account #:	1192055
Address:	6575 N W ST	Address:	6575 N W ST	Address:	6575 N W ST
	PENSACOLA		PENSACOLA		PENSACOLA
	Florida 32505		Florida 32505		Florida 32505

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System INCLUDES HARD SHELL CASE, SLIM BACK PLATE, TWO (2) PATIENT STRAPS, (1) STABILIZATION STRAP, (2) SUCTION CUPS, (1) RECHARGEABLE BATTERY, AND INSTRUCTIONS FOR USE WITH EACH DEVICE.	2	$13,275.80	$26,551.60
2.0	11576-000080	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	2	$619.10	$1,238.20
3.0	11576-000060	LUCAS Desk-Top Battery Charger	2	$1,012.70	$2,025.40
			Equipment Total:		$29,815.20

Price Totals:

Grand Total:	$29,815.20

Prices: In effect for 60 days.

Terms: Net 30 Days

Ask your Stryker Sales Rep about our flexible financing options.

Stryker Medical - Accounts Receivable - accountsreceivable@stryker.com - PO BOX 93308 - Chicago, IL 60673-3308

Cardiac Solutions
It's about saving lives

PURCHASE AGREEMENT

CSR: Jon Seale

Date: March 13, 2020

CUSTOMER BILLING INFORMATION

Customer: Escambia County
Address 1: 6575 North W. Street
Address 2:
City: Pensacola
State: FL 32505
Payment: NET 30 DAYS

Contact Name: Tamila Williams
Title:
Phone: 850.471.6425
Fax
E-mail: tlwilliams@myescambia.com
PO Number

AED Devices:	Item	Qty	Price/each	Subtotal
Lucas 3.1 Chest Compression System w/hard shell carry case		2	$14,000.00	$28,000.00
Rechargeable batteries		2	$661.00	$1,322.00
Astand Alone Battery Chargers		2	$1,081.00	$2,162.00

Special Request:

Subtotal	$	31,484.00
Shipping	$	265.00
Tax		exempt
Totals:	$	31,749.00

Notes: PS-EMS 03/12/20

Please send **payments**, **purchase orders,** and **correspondence** to:

Cardiac Solutions, LLC
2013 Springhill Court
Birmingham, AL 35242

EMAIL: jseale@cardiac-solutions.net

These Terms and Conditions together with this agreement between Buyer and Cardiac Solutions shall apply to the sale to Buyer of all goods including AEDs and services (including training, consultation, maintenance and other services) purchased hereunder.

1, Terms and Conditions. This Agreement sets forth the sole and entire agreement between the parties regarding the sale of goods and services herein and supersedes any contemporaneous oral agreements between them regarding the same. Any alteration to these terms and conditions shall be effective only if made in writing and signed by authorized representatives of both parties. Facsimile signatures shall be effective to bind either Party to the terms hereof. There will be a 3% handling fee for all Credit Card Orders.

2. Payment, Price & Acceptance. All sales are final and payment for products and services are due upon receipt of invoice, unless otherwise specified on the order. All prices are F.O.B. Cardiac Solutions designated shipping point. Title and risk of loss shall transfer from Cardiac Solutions to Buyer at Cardiac Solutions designated shipping point. Prices do not include, and Buyer shall pay applicable sales tax unless Buyer provides Cardiac Solutions with a valid tax exemption certificate. Buyer shall pay all freight, handling and insurance charges for shipments of goods. Upon Buyer's receipt, all goods shall be deemed accepted by Buyer unless Cardiac Solutions Order Entry Department is contacted at 1-888-223-2939 within one business day of delivery, specifying the defects or discrepancies in the quality or quantity of goods. All services shall be deemed as accepted upon the performance thereof, unless Buyer provides Cardiac Solutions notice specifying defects or discrepancies in the quality of such services within one business day of delivery of services.

3. Training Services. When training has been purchased Cardiac Solutions shall contact Buyer within 5 business days to initiate the scheduling of training classes and Buyer agrees that training classes shall begin no later than 30 days after the date that Buyer receives delivery of the AED equipment. Buyer understands that Federal or State law may require training prior to AED equipment use, and Buyer agrees to meet all applicable requirements for training of personnel and operation of AEDs. The addition of students, classes or rescheduling of any class requires the prior approval of Cardiac Solutions. If Buyer cancels a scheduled training class within 5 business days, Buyer agrees to pay a 100% cancellation fee. Unused training expires 12 months from purchase.

4. Customer Obligations. Buyer shall immediately notify Cardiac Solutions Customer Service Dept. at 1-888-223-2939 in the event of the following: (a) if equipment has been used for an emergency or is in need of service; (b) if the AED indicates, in any manner (either visually or by sound), that the unit requires service. Buyer agrees not to defeat, disable or circumvent any protection mechanism related to the AED device. Buyer agrees to use the AED(s) covered under this agreement in accordance with applicable law, the operating instructions and medical direction outlined in Cardiac Solutions AED Response Protocol.

5. Restocking Fee. Buyer will be required to pay 20% restocking fee for product returns. Items must be in original packaging.

BY SIGNING THIS AGREEMENT, CUSTOMER REPRESENTS THAT THEY ARE AUTHORIZED TO PURCHASE AND AGREES TO CARDIAC SOLUTIONS TERMS & CONDITIONS.

I HAVE READ AND AGREE TO CARDIAC SOLUTIONS, LLC TERMS AND CONDITIONS.

Authorized Signature:	*Print Name:*	*Title*	*Date:*

HENRY SCHEIN®
MEDICAL EMS

135 DURYEA ROAD
MELVILLE, NY 11747

SHIP TO:

GPO DFTMTX Matrix Template
135 Duryea Rd
Melville NY 117473834

Quote Confirmation

Escambia County

ACCOUNT #	TOTAL AMOUNT
3768659	
ORDER NUMBER	ORDER DATE
86875778 SQ	03/13/20
PAGE #	...
1	

LINE NO.	ITEM CODE	UNIT SIZE DRUG CLASS	DESCRIPTION & STRENGTH	QTY. ORD SHIPPED	SHIPPING DETAILS CUSTOMER P.O.#	UNIT PRICE	EXTENSION
1	7002234	Ea PU	Lifeline ARM 1.000	2 2		10,004.29	20,008.58
2	7001451	Ea	Battery Pack for ARM-RMU- 2.000	2 2		424.00	848.00
3	7001448	Ea	Battery Charging Station 3.000	2 2		626.88	1,253.76
4	7002236	Ea	Lifeline ARM Backpack Car 4.000	2 2		210.00	420.00
5			TAX			~~1,943.25~~	~~1,945.25~~

ACCOUNT #	TOTAL AMOUNT
3768659	24,473.59
ORDER NUMBER	ORDER DATE
86875778 SQ	03/13/20
PAGE #	...
1	

October 21, 2019

Lumon J. May, Chairman
Escambia County Board of County Commissioners
221 Palafox Place, Suite 400
Pensacola, Florida 32502

Dear Chairman May:

I am pleased to award the Emergency Medical Services (EMS) County Grant, ID Code C8017 in the amount of $33,504.00 to Escambia County. The purpose of this grant is to improve and expand pre-hospital EMS. Section 401.113(2)(a), Florida Statutes, authorizes and requires this grant program, which is Number 64.005 in the Florida Catalog of State Financial Assistance. The money is state funds from the Department of Health's EMS Trust Fund and there are no federal funds involved.

Your funds for the stated amount will be sent in full, in advance, within approximately 30 days. The grant begins the date of this letter and ends October 31, 2020. Please note that the county must report to the state its grant activities and purchases by the following dates: February 14, 2020, June 26, 2020, and October 31, 2020, the final report. Your signed grant application affirms you have read, understand, and will comply with the conditions and requirements in the "Florida EMS County Grant Program Application Packet, December 2008."

Thank you for your participation in this state EMS grant program. If you need assistance, please contact Alan Van Lewen, Health Services and Facilities Consultant in the Bureau of Emergency Medical Oversight, EMS Section at (850) 558-9550.

Sincerely,

Douglas H. Woodlief

Douglas H. Woodlief
Division Director
Emergency Preparedness and Community Support

MJ/avl

cc: James Maddrey, Interim EMS Manager

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17828 **County Administrator's Report 12. 12.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Approval to Issue Fiscal Year 2019/2020 Purchase Order in Excess of $25,000
From: JOHN DOSH, Interim Director
Organization: Public Safety
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Fiscal Year 2019/2020 Purchase Order, in Excess of $25,000, for the Public Safety Department - John Dosh, Interim Public Safety Department Director

That the Board, for the Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, based upon previously-awarded Contracts or annual requirements for the Public Safety Department, as follows:

Vendor	Amount	Contract/Description
Halcore Group Inc., DBA Horton Emergency Vehicles Vendor Number: 416682 (4) Ambulance Remounts Fund: 353 (LOST IV) Cost Center: 330434	$898,375.76	HGAC- AM10-18 expires September 30, 2020

[Funding: Fund 353, LOST IV, Cost Center 330434, Public Safety]

BACKGROUND:

Issuance of this Purchase Order is necessary to ensure continuity of mission critical services by the Board of County Commissioners to the citizens of Escambia County through the Public Safety Department.

If approved, EMS woud remount 4 ambulances that have been identified with high mile hours and overall declining condition.

Asset Number	Unit Number	Mileage	Hours	Year
60152	15	203,382	15,331	2013 Navistar 603-1
57747	29	336,302	25,943	2007 Navistar 603-1
57748	28	328,206	24,434	2007 Navistar 603-1
58003	30	335,530	27,606	2007 Navistar 603-1

BUDGETARY IMPACT:

Funding: Fund 353, LOST IV, Cost Center 330434, Public Safety

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Escambia County, FL Code of Ordinances, Chapter 46, Article II, Purchase and Contracts. Per the guidance received at the October 3, 2019, Board Meeting, all purchases over $25,000 must have BCC approval.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue a Purchase Order.

Attachments

Remount Quote
Fleet Approval
Remount Specs
HGAC Contract

Date: 4/ 3/2020 05:09 PM
Estimate ID: 291
Estimate Version: 0
Preliminary
Profile ID: * HORTON DIRECT REMO

PRELIMINARY ESTIMATE, FINAL ESTIMATE WILL NOT BE COMPLETE UNTIL VEHICLE IS DISASSEMBLED AND INSPECTED AT HORTON EMERGENCY VEHICLES

HORTON EMERGENCY VEHICLES

3800 McDowell Road, Grove City, OH 43123

ESTIMATES ARE VALID FOR 90 DAYS FROM DATE ON ESTIMATE

Damage Assessed By: Mike Truban
Classification: Audit

Type of Loss: Property Damage
Deductible: UNKNOWN

Insured: MEDIC #29 ESCAMBIA COUNTY
Owner: REMOUNT

Mitchell Service: 910338

Description: 2008 International 4300 DuraStar
Type/Component: Truck
VIN: 3HTMNAAM68N698470
OEM/ALT: O
Drive Train:
Search Code: None

Line Item	Entry Number	Labor Type		Operation	Line Item Description	Part Type/ Part Number	Dollar Amount		Labor Units
					Special/Manual Entry				
1	900500	UD1	*	REMOVE/REPLACE	XXXXX REMOUNT XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXX	0.00	*	0.0*
2	900500	UD1	*	REMOVE/REPLACE	~~~~~~	~~~~~~~~~~~~~~~~~~~	0.00	*	0.0*
3	900500	UD1	*	REMOVE/INSTALL	REMOUNT BODY TO NEW CHASSIS	Existing			60.0*
4		UD1	*	ADD'L LABOR OP	REMOUNT BODY TO NEW CHASSIS				60.0*
5	900500	UD1	*	REMOVE/REPLACE	DODY MOUNTING SYSTEM	MOUNTING	1,800.00	*	22.0*
6	900500	BDY	*	REPAIR	WELD HOLES IN FLAT BAR FOR NEW ISOLATOR ALI	Existing			6.0*
7	900500	UD1	*	REMOVE/REPLACE	_____	_____	0.00	*	0.0*
8	900500	UD1	*	REMOVE/REPLACE	XXXXX CHASSIS XXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXX	0.00	*	0.0*
9	900500	UD1	*	REMOVE/REPLACE	~~~~~~	~~~~~~~~~~~~~~~~~~~	0.00	*	0.0*
10	900500	BDY	*	REMOVE/REPLACE	2021 INT MV 607 SBA LP	CHASSIS	97,839.21	*	0.0*
11					FROM WARD INTERNATIONAL				
12	900500	UD1	*	REMOVE/REPLACE	(HS1) PASS THROUGH MODIFICATION	PASS THRU	198.00	*	10.0*
13	900500	UD1	*	REMOVE/REPLACE	(HS1(ADD SLIDING WINDOW TO PASS THROUGH	WINDOW	255.00	*	2.0*
14	900500	BDY	*	REMOVE/INSTALL	CHASSIS INTERIOR FOR BUILD	Existing			8.0*
15	900500	UD1	*	REMOVE/REPLACE	(HS1) DP TANK COVERS STANDARD CAB	TANK COVERS	1,803.00	*	5.0*
16	900500	UD1	*	REMOVE/REPLACE	(HS1) PULL OUT BATTERY TRAY	BATT TRAY	188.00	*	4.0*
17					PASSENGER SIDE TANK COVER				
18	900500	UD1	*	REMOVE/INSTALL	TRANSFER DRIVE CAM TO NEW CHASSIS	Existing			1.2*
19	900500	UD1	*	REMOVE/REPLACE	(HS1) ADD BRIGADE 7" MONITOR TO CAD HEADLINE	10018826	4,200.00	*	3.0*
20	900500	UD1	*	REMOVE/REPLACE	(HS1) ADD BRIGADE MDR WITH WIFI , 8 INPUT	10018852	2,325.00	*	5.0*
21	900500	BDY	*	REMOVE/REPLACE	CAB WIRE HARNESS	HARNESS	1,133.13	*	15.0*
22	900500	UD1	*	REMOVE/REPLACE	(HS1) EMERGENCY UNLOCK SWITCH	EM UNLOCK SWITCH	99.00	*	1.0*
23	900500	UD1	*	REMOVE/REPLACE	(HS1) OEM LOCKS	Sublet	132.00	*	1.0*
24	900500	UD1	*	REMOVE/REPLACE	FRONT RADIO CONSOLE	CONSOLE	1,225.38	*	8.0*
25					SCORPION PAINTED				

ESTIMATE RECALL NUMBER: 04/03/2020 16:30:34 291
Mitchell Data Version: OEM: FEB_20_V

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Software Version: 7.1.238

26	900500	BDY *	REMOVE/INSTALL	TRANSFER RADIO CABLES TO NEW CONSOLE	Existing			4.0*
27	900500	BDY *	REMOVE/INSTALL	TRANSFER PD BOX TO NEW CONSOLE	Existing			4.0*
28	900500	BDY *	REMOVE/INSTALL	MODIFY BATTERY WIRING	Existing			3.0*
29	900500	UD1 *	REMOVE/REPLACE	(HS1) CPI SPEAKERS IN FRONT BUMPER	2 CPI SPEAKERS	950.00	*	4.0*
30	900500	BDY *	REMOVE/REPLACE	TIE HEAT INTO NEW CHASSIS	HEAT COMPONENTS	175.00	*	4.0*
31	900500	BDY *	REMOVE/REPLACE	TIE AC INTO NEW CHASSIS	AC COMPONENTS	275.00	*	4.0*
32	900500	UD1 *	REMOVE/REPLACE	(HS1) ISECT LIGHTS M4 RED	(2) 10009958	292.00	*	2.0*
33	900500	UD1 *	REMOVE/REPLACE	(HS1) GRILL LIGHTS M4 RED	(4) 10009958	584.00	*	3.0*
34	900500	UD1 *	REMOVE/REPLACE	(HS1) M4 FLANGE	(6) 10009775	132.00	*	0.0*
35	900500	UD1 *	REMOVE/REPLACE	ADD CAB CEILING LIGHTS RED / CLEAR	(2) 10010135	62.10	*	3.0*
36	900500	UD1 *	REMOVE/REPLACE	_____	_____	0.00	*	0.0*
37	900500	BDY *	REMOVE/REPLACE	XXXXX BODY XXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXX	0.00	*	0.0*
38	900500	UD1 *	REMOVE/REPLACE	~~~~~~	~~~~~~~~~~~~~~~~~~~	0.00	*	0.0*
39	900500	BDY *	REPAIR	WELD 600 SERIES TAIL LIGHT AND SIDE TURN HOLE	Existing			6.0*
40				NEW LIGHTS WILL BE M6 SERIES				
41	900500	BDY *	REPAIR	WELD ROOF VENT HOLES, ADD EV 400 VENTS ON SI	Existing			6.0*
42	900500	BDY *	REPAIR	REAR BODY HOLES FOR ADDED 360 CAMERA	Existing			6.0*
43	900500	UD1 *	REPAIR	_____	_____	0.00	*	0.0*
44	900500	UD1 *	REMOVE/REPLACE	XXXXX HARDWARE XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXX	0.00	*	0.0*
45	900500	UD1 *	REMOVE/REPLACE	~~~~~~	~~~~~~~~~~~~~~~~~~~	0.00	*	0.0*
46	900500	UD1 *	REMOVE/REPLACE	(HS1) REPLACE ALL EXTERIOR HANDLES AND LATC	TRI MARK	1,200.00	*	16.0*
47				TRIMARK 030-1450 SERIES OVAL HANDLES				
48				ADD EMERGENCY RELEASE LATCHES TO REAR DOORS				
49				REPLACE ALL NADER PINS				
50				** THESE ARE NOT THE NEW PADDLE HANDLES **				
51	900500	UD1 *	REMOVE/REPLACE	(HS1) STAINLESS STEAL FENDERS	SS FENDERS	388.00	*	2.5*
52	900500	UD1 *	REMOVE/REPLACE	(HS1) DIAMOND PLATE RUB RAILS	DP RUBRAILS	282.00	*	4.0*
53	900500	UD1 *	REMOVE/REPLACE	(HS1) ADD NFPA EV 400 VENTS	EV-400	383.00	*	5.0*
54	900500	UD1 *	REMOVE/REPLACE	_____	_____	0.00	*	0.0*
55	900500	UD1 *	REMOVE/REPLACE	XXXXX EXTERIOR LIGHTING XXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXX	0.00	*	0.0*
56	900500	UD1 *	REMOVE/REPLACE	**********	**********	0.00	*	0.0*
57	900500	UD1 *	REMOVE/REPLACE	(HS1) M9 RED WITH CLEAR LENS 6 CORNER LIGHTS	(6) 10009959	1,596.00	*	4.8*
58	900500	UD1 *	REMOVE/REPLACE	(HS1) M9 AMBER WITH CLEAR LENS WINDOW LEVEL	(2) 10009992	532.00	*	1.6*
59	900500	UD1 *	REMOVE/REPLACE	(HS1) M9 SERIES SCENE AND LOADING LIGHTS	(6) 10009672	2,670.00	*	4.8*
60	900500	UD1 *	REMOVE/REPLACE	(HS1) 1M9 TO 900 SERIES FLANGE	(14) 10010661	980.00	*	0.0*
61	900500	UD1 *	REMOVE/REPLACE	(HS1) M6 RED UPPER FRONT FACE CORNERS	(2) 10009793	334.00	*	1.6*
62	900500	UD1 *	REMOVE/REPLACE	(HS1) M7 RED/CLEAR WHEEL WELL SIDE LIGHTS	(4) 10009799	812.00	*	3.2*
63				12" BELOW MARKER TURN LIGHT				
64	900500	UD1 *	REMOVE/REPLACE	(HS1) M7 RED/AMBER REAR RISER	(2) 10010163	406.00	*	1.6*
65	900500	UD1 *	REMOVE/REPLACE	(HS1) M7 AMBER OVER REAR DOORS	10009994	167.00	*	0.8*
66	900500	UD1 *	REMOVE/REPLACE	(HS1) ADD 360 CAMERA SYSTEM	360 CAMERA	2,050.00	*	6.0*
67				WITH WHITE LIGHTED CAMERA HOUSINGS				
68	900500	UD1 *	REMOVE/REPLACE	_____	_____	0.00	*	0.0*
69	900500	UD1 *	REMOVE/REPLACE	XXXXX INTERIOR XXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXX	0.00	*	0.0*
70	900500	UD1 *	REMOVE/REPLACE	~~~~~~	~~~~~~~~~~~~~~~~~~~	0.00	*	0.0*
71	900500	UD1 *	REMOVE/REPLACE	ALL INTERIOR UPHOLSTERY, NOT ATTENDANT SEA	UPHOLSTERY	1,200.00	*	8.0*
72	900500	UD1 *	REMOVE/REPLACE	(HS1) ADD SEAT BASE FOR ATTENDANT SEAT	SEAT BASE	260.00	*	3.0*
73				MOUNT IN STANDARD LOCATION, MATCH 19218				
74				STORAGE INSIDE SEAT BASE				
75	900500	UD1 *	REMOVE/REPLACE	(HS1) USSC 4 POINT CHILD SAFTY SEAT FLINT	10015751	1,377.00	*	1.5*
76	900500	UD1 *	REMOVE/REPLACE	(HS1) PLEXIGLASS DOORS	CABINET DOORS	1,000.00	*	10.0*
77	900500	UD1 *	REMOVE/REPLACE	(HS1) UPGRADE CABINETS TO CN-10	CN-10	800.00	*	6.0*
78	900500	UD1 *	REMOVE/REPLACE	(HS1) SOLID SUDFACE COUNTER TOP EACH	SOLID COUNTER TOP	400.00	*	2.0*
79	900500	UD1 *	REMOVE/REPLACE	(HS1) INHALATION PANEL	INHALATION PANEL	300.00	*	3.0*
80	900500	UD1 *	REMOVE/REPLACE	(HS1) ADD TIP OUT SHARPS IN BENCH RISER	SHARPS	429.00	*	4.0*
81	900500	UD1 *	REMOVE/REPLACE	SUB FLOOR	10008373	719.18	*	6.0*
82				REQUIRES, CABINETS AND RISERS TO BE REMOVED				
83	900500	UD1 *	REMOVE/INSTALL	RIGHT FRONT CABINET	Existing			3.5*
84	900500	UD1 *	REMOVE/INSTALL	LEFT FRONT CABINET	Existing			3.5*

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85	900500	UD1	*	REMOVE/REPLACE	(HS1) SQUAD BENCH RISER	RISER	220.00	*	4.0*
86	900500	UD1	*	REMOVE/REPLACE	(HS1) MAIN WALL INTERIOR RISER	RISER	220.00	*	4.0*
87	900500	UD1	*	REMOVE/REPLACE	FLOORING SAPHIRE BLUE LONCOIN C152TS	(10) 10005470	942.20	*	6.0*
88	900500	BDY	*	REMOVE/INSTALL	MAIN WALL CABINET, ADD STORAGE UNDER CPR S	STORAGE POCKET	325.00	*	16.0*
89	900500	UD1	*	REMOVE/REPLACE	(HS1) ADD 3, 4 POINT SEAT BELTS TO SQUAD BENC	(3) 4POINT BELTS	1,422.00	*	9.0*
90	900500	UD1	*	REMOVE/REPLACE	(HS1) ADD 4 POINT BELT TO CPR SEAT	4 POINT BELT	474.00	*	5.0*
91	900500	UD1	*	REMOVE/REPLACE	(HS1) ADD 5 BAG HOPS SYSTEM	5 BAG HOPS	4,516.45	*	8.0*
92	900500	UD1	*	REMOVE/REPLACE	(HS1) ADD INTERIOR CAMERA OVER REAR DOORS	CAMERA	369.00	*	1.5*
93	900500	UD1	*	REMOVE/REPLACE	LED DOME LIGHTCODE3 PCL-LED0W	(8) 10019711	2,816.00	*	3.0*
94					CONTINUAL DISINFECT				
95	900500	UD1	*	REMOVE/REPLACE	_____	_____	0.00	*	0.0*
96	900500	UD1	*	REMOVE/REPLACE	XXXXX HVAC XXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXX	0.00	*	0.0*
97	900500	UD1	*	REMOVE/REPLACE	~~~~~~	~~~~~~~~~~~~~~~~~~~	0.00	*	0.0*
98	900500	UD1	*	REMOVE/REPLACE	(HS1) BRUSHLESS HVAC UNIT	BRUSHLESS UNIT	801.00	*	4.0*
99	900500	UD1	*	REMOVE/REPLACE	(HS1) ADD UV LIGHT IN HVAC DUCT	UV LIGHT	1,495.00	*	6.0*
100	900500	UD1	*	REMOVE/REPLACE	(HS1) FRONT FACE 2 FAN CONDENSER	CONDENSER	1,293.00	*	5.0*
101	900500	UD1	*	REMOVE/REPLACE	(HS1) INSTALL DANHARD UNIT	DANHARD	3,113.00	*	15.0*
102	900500	UD1	*	REMOVE/REPLACE	_____	_____	0.00	*	0.0*
103	900500	UD1	*	REMOVE/REPLACE	XXXXX PAINT XXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXX	0.00	*	0.0*
104	900500	UD1	*	REMOVE/REPLACE	~~~~~~	~~~~~~~~~~~~~~~~~~~	0.00	*	0.0*
105	900500	UD1	*	REMOVE/REPLACE	(HS1) PAINT CHASSIS STRIPE "SINGLE COLOR"	CHASSIS STRIPE	500.00	*	25.0*
106	900500	UD1	*	REMOVE/REPLACE	(HS1) PAINT BODY "SINGLE COLOR"	PAINT	3,900.00	*	99.0*
107		UD1	*	ADD'L LABOR OP	(HS1) PAINT BODY "SINGLE COLOR"				21.0*
108	900500	UD1	*	REMOVE/REPLACE	(HS1) PAINT STRIPE ON BODY "SINGLE COLOR"	STRIPE	1,200.00	*	50.0*
109	900500	UD1	*	REMOVE/REPLACE	_____	_____	0.00	*	0.0*
110	900500	UD1	*	REMOVE/REPLACE	XXXXX GRAPHICS XXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXX	0.00	*	0.0*
111	900500	UD1	*	REMOVE/REPLACE	~~~~~~	~~~~~~~~~~~~~~~~~~~	0.00	*	50.0*
112	900500	UD1	*	REMOVE/REPLACE	(HS1) COMPLETE ESCAMBIA GRAPHICS PACKAGE	GRAPHICS	1,687.00	*	20.0*
113	900500	UD1	*	REMOVE/REPLACE	(HS1) REAR CHEVRONS	CHEVRONS	1,500.00	*	20.0*
114					DIAMOND GRADE RED WHITE BLUE				
115	900500	UD1	*	REMOVE/REPLACE	_____	_____	0.00	*	0.0*
116	900500	UD1	*	REMOVE/REPLACE	XXXXX FINAL XXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXX	0.00	*	0.0*
117	900500	UD1	*	REMOVE/REPLACE	~~~~~~	~~~~~~~~~~~~~~~~~~~	0.00	*	0.0*
118	900500	UD1	*	REMOVE/REPLACE	(HS1) ALL DOOR SEALS	DOOR SEALS	325.00	*	3.0*
119	900500	UD1	*	REMOVE/REPLACE	REMOUNT PROGRAMMING	PROGRAMMING	350.00	*	0.1*
120	900500	UD1	*	ACCESS/INSPECT	FUNCTION AND ELECTRIC CHECK	Existing			3.0*
121	900500	UD1	*	ACCESS/INSPECT	ROAD TEST AND WEIGH	Existing			2.0*
122	900500	UD1	*	ADD'L LABOR OP	WASH AND CLEAN FOR DELIVERY	Existing			10.0*
123	900500	UD1	*	REMOVE/REPLACE	ADMIN AND FUEL	ADMIN	464.80	*	0.0*

*** - Judgment Item**

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Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals
Body	82.0	100.00	0.00	325.00	8,525.00
User Def1	670.2	100.00	0.00	0.00	67,020.00
Non-Taxable Labor					75,545.00
Labor Summary	752.2				75,545.00

II. Part Replacement Summary	Amount
Non-Taxable Parts	159,561.45
Parts Adjustments	10,512.51-
Total Replacement Parts Amount	149,048.94

III. Additional Costs	Amount
Total Additional Costs	0.00

IV. Adjustments	Amount
Customer Responsibility	0.00

I.	Total Labor:	75,545.00
II.	Total Replacement Parts:	149,048.94
III.	Total Additional Costs:	0.00
	Gross Total:	224,593.94
IV.	Total Adjustments:	0.00
	Net Total:	224,593.94

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

QUOTES ARE VALID FOR 90 DAYS FROM DATE ESTIMATE WAS CREATED

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From: James F. Higdon
To: Tamika L. Williams
Cc: Wesley J Moreno
Subject: Ambulance Recommendation
Date: Monday, April 20, 2020 2:43:46 PM

Good Afternoon Tamika,

Based on the information provided by Thomas Bannon on the Horton conversion, and the time frame and Warranty coverage . Wes and I feel it would best to do a direct Board Recommendation instead of Vendor Registry. Any questions or concerns please feel free to call.

Jamey Higdon
Fleet Division Manager
Escambia County Florida
601 Hwy 297A
Cantonment, FL 32533
Office 850-937-2123 Cell 850-554-2914

Prepared For:
Horton Emergency Vehicles
Jason Cavallo
3800 Mcdowell Rd.
Grove City, OH 43123-4022
(614)539 - 8181
Reference ID: N/A

Presented By:
WARD INTL TRUCKS INC.
Dave Huffman
5885 NORTH W STREET
PENSACOLA FL 32505 -
(850)474-9301

Model Profile
2021 MV607 SBA LP (MV60H)

AXLE CONFIG:	4X2
APPLICATION:	Ambulance
MISSION:	Requested GVWR: 21000. Calc. GVWR: 21000 Calc. Start / Grade Ability: 0.00% / 0.00% @ 0 MPH Calc. Geared Speed: N/A
DIMENSION:	Wheelbase: 169.00, CA: 101.90, Axle to Frame: 63.00
ENGINE, DIESEL:	{Cummins B6.7 260} EPA 2017, 260HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 260 Peak HP (Max)
TRANSMISSION, AUTOMATIC:	{Allison 3000 EVS} 5th Generation Controls, Close Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, Max, GVW N/A
CLUTCH:	Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING:	{Meritor MFS-09-122A} I-Beam Type, 9,000-lb Capacity
AXLE, REAR, SINGLE:	{Dana Spicer 17060S} Single Reduction, 17,500-lb Capacity, 190 Wheel Ends Gear Ratio: 4.11
CAB:	Conventional, Day Cab
TIRE, FRONT:	(2) 245/70R19.5 Load Range G G647 RSS (GOODYEAR), 626 rev/mile, 75 MPH, All-Position
TIRE, REAR:	(4) 245/70R19.5 Load Range G G647 RSS (GOODYEAR), 626 rev/mile, 75 MPH, All-Position
SUSPENSION, REAR, AIR, SINGLE:	{International IROS} 12,000-lb Capacity, 5.3" Ride Height, with Shock Absorbers
PAINT:	Cab schematic 100WP Location 1: 9219, Winter White (Std) Chassis schematic N/A

Code	Description
MV60H00	Base Chassis, Model MV607 SBA LP with 169.00 Wheelbase, 101.90 CA, and 63.00 Axle to Frame.
1570	TOW HOOK, FRONT (2) Frame Mounted
1ANA	AXLE CONFIGURATION {Navistar} 4x2
	Notes : Pricing may change if axle configuration is changed.
1CAA	FRAME RAILS High Strength Low Alloy Steel (80,000 PSI Yield); 9.125" x 3.062" x 0.312" (231.8mm x 77.8mm x 8.0mm) with Transition to 6.500" x 3.062" x 0.312" (165.1mm x 77.8mm x 8.0mm) 388.4" (9864mm) Maximum OAL; For LP Chassis
1LNN	BUMPER, FRONT Contoured, Steel, Chrome Plated
1WEH	WHEELBASE RANGE 134" (340cm) Through and Including 197" (500cm)
2ATL	AXLE, FRONT NON-DRIVING {Meritor MFS-09-122A} I-Beam Type, 9,000-lb Capacity
3AGW	SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 9,000-lb Capacity, with Shock Absorbers
	Includes : SPRING PINS Rubber Bushings, Maintenance-Free
4091	BRAKE SYSTEM, AIR Dual System for Straight Truck Applications
	Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6
4722	DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank
4AZA	AIR BRAKE ABS {Bendix AntiLock Brake System} 4-Channel (4 Sensor/4 Modulator) Full Vehicle Wheel Control System
4EBT	AIR DRYER {Bendix AD-IP} with Heater
4EXP	BRAKE CHAMBERS, FRONT AXLE {Bendix} 20 SqIn
4EXS	BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 24/30 Spring Brake
4JCG	BRAKES, FRONT, AIR CAM S-Cam; 15.0" x 4.0"; Includes 20 Sq. In. Long Stroke Brake Chambers
4NCW	BRAKES, REAR, AIR CAM S-Cam; 15.0" x 8.63"; Includes 24/30 Sq. In. Long Stroke Brake Chambers and Spring Actuated Parking Brake
4SPA	AIR COMPRESSOR {Cummins} 18.7 CFM
4VKC	AIR DRYER LOCATION Mounted Inside Left Rail, Back of Cab
4VKH	AIR TANK LOCATION (2) Mounted Under Battery Box, Outside Right Rail, Under Cab
5708	STEERING COLUMN Tilting
5CAW	STEERING WHEEL 4-Spoke; 18" Dia., Black
5PSA	STEERING GEAR {Sheppard M100} Power
6DGJ	DRIVELINE SYSTEM {Dana Spicer} Service Free SPL100, for 4x2/6x2

Code	Description
7BLH	EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Under Right Rail Back of Cab, for Single Long Horizontal Tail Pipe
7WBZ	TAIL PIPE (1) Horizontal, Long, Exits Right Side Outside of Body at Rear Wheels
7WZX	SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF
8000	ELECTRICAL SYSTEM 12-Volt, Standard Equipment Includes : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light : STARTER SWITCH Electric, Key Operated : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature : TURN SIGNALS, FRONT Includes Reflectors and Auxiliary Side Turn Signals, Solid State Flashers; Flush Mounted : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted : WIRING, CHASSIS Color Coded and Continuously Numbered
8518	CIGAR LIGHTER Includes Ash Cup
8541	HORN, ELECTRIC (2) Disc Style
8718	POWER SOURCE Cigar Type Receptacle without Plug and Cord
8GXK	ALTERNATOR {Leece-Neville BLP4006HN} Brushless, 12 Volt 325 Amp. Capacity, Pad Mount, with Remote Sense
8HAB	BODY BUILDER WIRING Back of Day Cab at Left Frame or Under Sleeper, Extended or Crew Cab at Left Frame; Includes Sealed Connectors for Tail/Amber Turn/Marker/ Backup/Accessory Power/Ground and Sealed Connector for Stop/Turn
8NBR	BATTERY SYSTEM {JCI} Maintenance-Free, (3) 12-Volt 2100CCA Total, Top Threaded Stud
8RMH	BATTERY DISCONNECT SWITCH {Cole-Hersee 75920-06} 300 Amp, Disconnects Charging Circuits, Locks with Padlock, Battery Box Mounted
8RMZ	SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars
8RPS	RADIO AM/FM/WB/Clock/Bluetooth/USB Input/Auxiliary Input
8VUX	BATTERY BOX Steel, with Plastic Cover, 25" Wide, 2-3 Battery Capacity, Mounted Right Side Under Cab
8WBW	JUMP START STUD Remote Mounted Includes : JUMP START STUD Mounted to Battery Box
8WGL	WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time
8WPB	HEADLIGHTS Halogen, Composite Aero Design, with Daytime Running Lights
8WPZ	TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights
8WRB	HEADLIGHTS ON W/WIPERS Headlights Will Automatically Turn on if Windshield Wipers are turned on

Code	Description
8WTK	STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt, Less Thermal Over-Crank Protection
8WWJ	INDICATOR, LOW COOLANT LEVEL with Audible Alarm
8XAH	CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses
8XHN	HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord
8XJG	FOG LIGHTS (2) Clear Lens, Halogen, Rectangular, with White Light Source
8XKM	SWITCH, AIR HORN, PASSENGER Fire Truck Application; Momentary Switch Located in Instrument Panel Close to Passenger, Driver Also To Activate Switch with Lanyard
9AAB	LOGOS EXTERIOR Model Badges
9AAE	LOGOS EXTERIOR, ENGINE Badges
9HBM	GRILLE Stationary, Chrome
9WAY	FRONT END Tilting, Fiberglass, with Three Piece Construction
10060	PAINT SCHEMATIC, PT-1 Single Color, Design 100
	Includes : PAINT SCHEMATIC ID LETTERS "WP"
10761	PAINT TYPE Base Coat/Clear Coat, 1-2 Tone
11001	CLUTCH Omit Item (Clutch & Control)
12703	ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection
12849	BLOCK HEATER, ENGINE 120V/1000W, for Cummins ISB/B6.7/ISL/L9 Engines
	Includes : BLOCK HEATER SOCKET Receptacle Type; Mounted below Drivers Door
12EJV	ENGINE, DIESEL {Cummins B6.7 260} EPA 2017, 260HP @ 2400 RPM, 660 lb-ft Torque @ 1600 RPM, 2600 RPM Governed Speed, 260 Peak HP (Max)
12TSY	FAN DRIVE {Borg-Warner SA85} Viscous Type, Screw On
	Includes : FAN Nylon
12UYE	RADIATOR Aluminum; 2-Row, Cross Flow, Over Under System, 717 SqIn Louvered, with 313 SqIn Charge Air Cooler. with In-Tank Transmission Cooler
	Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber
12VBR	AIR CLEANER with Service Protection Element
12VHH	FEDERAL EMISSIONS {Cummins B6.7} EPA, OBD and GHG Certified for Calendar Year 2020
12VXT	THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel
12WPV	OIL PAN 15 Quart Capacity, For Cummins ISB/B6.7 Engines
12WZE	EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations
12XAT	ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines

Code	Description
13AUL	TRANSMISSION, AUTOMATIC {Allison 3000 EVS} 5th Generation Controls, Close Ratio, 5-Speed with Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, Max, GVW N/A
13WET	TRANSMISSION SHIFT CONTROL Column Mounted Stalk Shifter
13WLP	TRANSMISSION OIL Synthetic; 29 thru 42 Pints
13WUD	ALLISON SPARE INPUT/OUTPUT for Emergency Vehicle Series (EVS); Rescue, Ambulance
13WVV	NEUTRAL AT STOP Allison Transmission Shifts to Neutral When Service Brake is Depressed and Vehicle is at Stop; Remains in Neutral Until Service Brake is Released
13WYU	SHIFT CONTROL PARAMETERS {Allison} 3000 or 4000 Series Transmissions, Performance Programming
13XAL	PTO LOCATION Customer Intends to Install PTO at Left Side of Transmission
14899	SUSPENSION AIR CONTROL VALVE Pressure Release Control In Cab
14AGE	AXLE, REAR, SINGLE {Dana Spicer 17060S} Single Reduction, 17,500-lb Capacity, 190 Wheel Ends . Gear Ratio: 4.11
14TBL	SUSPENSION, REAR, AIR, SINGLE {International IROS} 12,000-lb Capacity, 5.3" Ride Height, with Shock Absorbers
14WMN	AXLE, REAR, LUBE {EmGard FE-75W-90} Synthetic Oil; 1 thru 29.99 Pints
15LMS	FUEL/WATER SEPARATOR 12 VDC Electric Heater, Includes Pre-Heater, Includes Water-in-Fuel Sensor, Cummins Supplied on Engine
15SWU	FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 16" Tank Depth, 40 US Gal (151L), Mounted Left Side, Under Cab
15WDG	DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab
16030	CAB Conventional, Day Cab Includes : CLEARANCE/MARKER LIGHTS (5) Flush Mounted
16136	AIR CONDITIONER, PROVISION FOR Accommodation Package, for Air Conditioning, Includes Auxiliary Compressor in Secondary Position and Compressor Drive Effects for Vehicle with Primary Compressor Mounting
16BAM	AIR CONDITIONER with Integral Heater and Defroster
16GDC	GAUGE CLUSTER Base Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 3 Inch Monochromatic Text Display
16HCK	SEATBELT WARNING PREWIRE Includes Seat Belt Switches and Seat Sensors for all Belted Positions in the Cab and a Harness Routed to the Center of the Dash for the Aftermarket Installation of the Data Recorder and Seatbelt Indicator Systems, for 1 to 3 Seat Belts
16HGH	GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission
16HHE	GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel
16HKT	IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster
16JNV	SEAT, DRIVER {National 2000} Air Suspension, High Back with Integral Headrest, Cloth, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust
16RPX	SEAT, PASSENGER {National} Air-Suspension, High Back with Integral Headrest, Cloth, Isolated, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Seat Back Adjustment
16SDC	GRAB HANDLE, EXTERIOR (2) Chrome, Towel Bar Type, with Anti-Slip Rubber Inserts, for Cab Entry Mounted Left and Right Side at B-Pillar

Code	Description
16SNR	MIRRORS (2) C-Loop, Power Adjust, Heated, LED Clearance Lights, Bright Heads and Arms, 7.5" x 14" Flat Glass, Includes 7.5" x 7" Convex Mirrors, for 102" Load Width
	Notes : Mirror Dimensions are Rounded to the Nearest 0.5"
16VBZ	SEAT BELT All Red; 1 to 3
16VKB	CAB INTERIOR TRIM Classic, for Day Cab
	Includes : CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger : DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap
16VLM	CAB REAR SUSPENSION Rubber Suspension, for Low Cab Height
16WBY	ARM REST, RIGHT, DRIVER SEAT
16WBZ	ARM REST, LEFT, PASSENGER SEAT
16WJU	WINDOW, POWER (2) and Power Door Locks, Left and Right Doors, Includes Express Down Feature
16WKZ	KEYLESS ENTRY SYSTEM REMOTE with Panic and Auxiliary Buttons, Includes One Key Fob (Transmitter)
16WLS	FRESH AIR FILTER Attached to Air Intake Cover on Cowl Tray in Front of Windshield Under Hood
16WSE	LOW WASHER FLUID INDICATOR
16XJN	INSTRUMENT PANEL Flat Panel
16ZBT	ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Day Cab and Extended Cab
27DAY	WHEELS, FRONT {Accuride 29685} DISC; 19.5x7.50 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
28DAY	WHEELS, REAR {Accuride 29685} DUAL DISC; 19.5x7.50 Rims, Extra Polish Aluminum Outer Wheel 10-Hand Hole, Steel Inner Wheel 5-Hand Hole, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs
29580	WHEEL SEALS, FRONT {International} Oil-Lubricated Wheel Bearings
7749450101	(2) TIRE, FRONT 245/70R19.5 Load Range G G647 RSS (GOODYEAR), 626 rev/mile, 75 MPH, All-Position
7749450101	(4) TIRE, REAR 245/70R19.5 Load Range G G647 RSS (GOODYEAR), 626 rev/mile, 75 MPH, All-Position
	Services Section:
40129	WARRANTY Standard for MV Series, Effective with Vehicles Built July 1, 2017 or Later, CTS-2020A
40SYT	SRV CONTRACT, EXT CMS ENG/AFTR {Cummins} To 60-Month/200,000 Miles (320,000 km), Extended Cummins B6.7 Engine Coverage, Protection Plan 1 and Aftertreatment, (Truck Application Only)
1	Truck Specialty Center Off Line Options

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GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Professional Ambulance Sales & Service LLC, hereinafter referred to as the Contractor, having its principal place of business at 8700 East FM 917, Alvarado, TX 76009.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Oct 01 2018 and ends Sep 30 2020. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 15, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 16 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States

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Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. *Convenience*

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. *Default*

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

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applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CPR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CPR 5.5a; (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notifiy H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H- GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.

ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

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SIGNATURES:
H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

Professional Ambulance Sales & Service LLC

Signature DocuSigned by: Troy Miceli A251D97F99F14C8...

Name Troy Miceli

Title Managing partner

Date 9/11/2018

H-GAC

Signature DocuSigned by: 82EC270D5D61423...

Name Chuck Wemple

Title Executive Director

Date 9/10/2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17731 **County Administrator's Report 12. 13.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Approval to Issue Fiscal Year 2019/2020 Purchase Orders in Excess of $25,000
From: Cassie Boatwright, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval to Issue a Fiscal Year 2019/2020 Purchase Order, in Excess of $25,000, for the Facilities Management Department - Cassie C. Boatwright, Facilities Management Department Director

That the Board, for Fiscal Year 2019/2020, approve the issuance of blanket and/or individual Purchase Orders, in excess of $25,000, for the Facilities Management Department as follows:

	Vendor/Contractor	Amount	Contract Number
	Rogers Electrical Contractors, Inc. Vendor Number 422171	$26,575	N/A Request for Quotations via Vendor Registry

[Funding: Fund 001, General Fund, Cost Center 310204, Facilities Priority One]

BACKGROUND:

A request for quotations to replace the generator transfer switches at the Road Operations Garage and the Road Prison buildings was posted on Vendor Registry. Both of these generator transfer switches are not reliable, beyond econonomical repairs and some parts are unable to be found because of the age of the units. These replacement items were approved on the Fiscal Year 2019-2020 Capital Budget for Facilities Management.

The request for quotations was emailed to 52 registrants in Vendor Registry, 27 firms opened and viewed the request for quotations. At closing on March 25, 2020, 3:00 p.m., five quotations had been received through Vendor Registry. Rogers

Electrical was the low bid for both locations with Road Operations Garage at $12,286, and the Road Prison at $14,289, for a Purchase Order total of $26,575.

BUDGETARY IMPACT:

Funding is available in Fund 001, General Fund, Cost Center 310204, Facilities Priority One.

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. Per the guidance received at the October 3, 2019, Board meeting, all purchases over $25,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this request, Facilities Management Department staff will work with Purchasing Office staff to prepare Purchase Orders as needed.

Attachments

Rd Ops Garage Transfer Switch Proposals

Rd Prison Transfer Switch Proposals

Transfer Switch Bid Tab

20001240

Proposal

Page 1 of 1

Rogers Electrical Contractors, Inc.
7448 A Pine Forest Rd. Pensacola, Fl. 32526
License # EC13001841 / ER13015349 Alabama 06326
Phone 850-607-2023 Fax 850-607-2026

No. 004296

Date 03/04/2020

Proposal Submitted To:	Phone	
Escambia County		
Address	E-mail address	
city, state and zip code	Job Name	
	Transfer Switch at Road Ops Garage	
Contact		
Allen Danley		

Price lump sum to:

1. Connect temporary power supplied from a generator to 200amp 480volt panel to supply some lights and receptacles. (Generator Supplied By Others)
2. Demo existing transfer switches and associated panels.
3. Supply and install new 400amp disconnect switch to connect Gulf Power's incoming 480volt line.
4. Supply and install new Asco 400amp 480volt transfer switch.
5. Supply and install new wiring between disconnect, transfer switch, and electrical panels.
6. Transfer switch will control 1 existing 400amp 480volt main breaker panel.
7. Connect control wiring from transfer switch to generator.
8. Test and verify proper operation of transfer switch.
9. Rogers Electrical Contractors is not responsible for power output problems that may occur with the existing generator.
10. All labor and material supplied by Rogers Electrical Contractors has a 1year warranty.

12,286.00

$12,286.00

We Propose hereby to furnish material and labor to complete in accordance with the above specification, for the sum of:

Twelve Thousand Two Hundred Eighty-Six Dollars and 00/100 dollars ($ $12,286.00)

Terms and Conditions
All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Unless otherwise agreed by Rogers Electrical Contractors, all invoices are do upon receipt of the billing date on the invoice. A monthly service charge of 1-1/2% or what the state allows will be added after the invoice is 30 days pass due.

Authorized Signature _____

_____

Note: This Proposal my be withdrawn by us if not accepted within 30 days

Acceptance of Proposal - The above Price specifications and conditions and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Date of Acceptance _____

Pint Name _____

Signature _____

Coastal Generator, Inc

P O Box 36127
Pensacola, FL 32516
Phone(850)453-3760 Cel 850 982-9925

Date	3/5/2020	P.O.		Contact #	Allen Danley	Invoice #	QUOTE

Customer:	Escambia County Facilities Maint	Ship to	
Address:	100 E Blount St	Address	
City	Pensacola	City	Road Ops Garage
State	Fl	State	
Zip	32501	Zip	

Description	Qty	Unit Price	Total
FM 02192020 JDB Road Ops Garage			
Automatic Transfer Switch Replacement at Road Ops Gar			
1. Dispose of existing transfer switch and all parts associated with old transfer switch			
2. Supply and install a new ASCO 400 amp transfer switch.			
3. Supply and install new wiring, new disconnect and conduit to one single 400 amp transfer switch.			
4. Hook up all of the control start wires from generator to auto transfer switch.			
5. Will test and verify that the transfer switch is working correctly.			
6. All parts and labor have a 1 year warranty.			
	Total		12,689.00
	Total		QUOTE

WHITE SANDS ELECTRIC, INC.

FM 02192020 JDB

VOICE 850*433*6080
FAX 850*433*6610
FLORIDA CERTIFIED EC0003128
ALABAMA CERTIFIED 2889

333 MASSACHUSETTS AVE.
PENSACOLA, FL. 32505
WHITESANDSELECTRIC.COM
GENERAC SALES AND SERVICE

3 MARCH 20
ESCAMBIA COUNTY FACILITIES
ATTN: ALLEN DANLEY

DESCRIPTION: 601 HWY 297A - 2 ATS INTO 1

PROPOSAL

* INSTALL A NEW 400AMP (SIZE OF EXISTING SERVICE) ENCLOSED BREAKER OUTSIDE AT THE CT CABINET
* MOVE THE FEED FOR PANELS LP-4 AND PP-1 FROM THE ATS' TO PANEL "GP" (THIS WORK TO BE DONE ON A SATURDAY OR HOLIDAY)
*REMOVE THE ATS' AND THE GENERATOR PANEL
* INSTALL A NEW 400AMP DISCONNECT SWITCH (FOR MAINTENANCE PURPOSES) IN PLACE OF THE GENERATOR PANEL AND INSTALL THE NEW 400AMP ATS. FED THE NEW ATS FROM THE NEW ENCLOSED BREAKER (NORMAL POWER) AND FROM THE NEW DISCONNECT SWITCH (GENERATOR POWER)
* DISCONNECT THE EXISTING FEED FROM GULF POWER AND REDIRECT TO THE NEW ENCLOSED BREAKER (THIS WORK WILL HAVE TO BE COORDINATED AS IT WILL INVOLVE THE BUILDING DEPARTMENT AND GULF POWER AND WILL HAVE TO BE DONE DURING NORMAL BUSINESS HOURS)

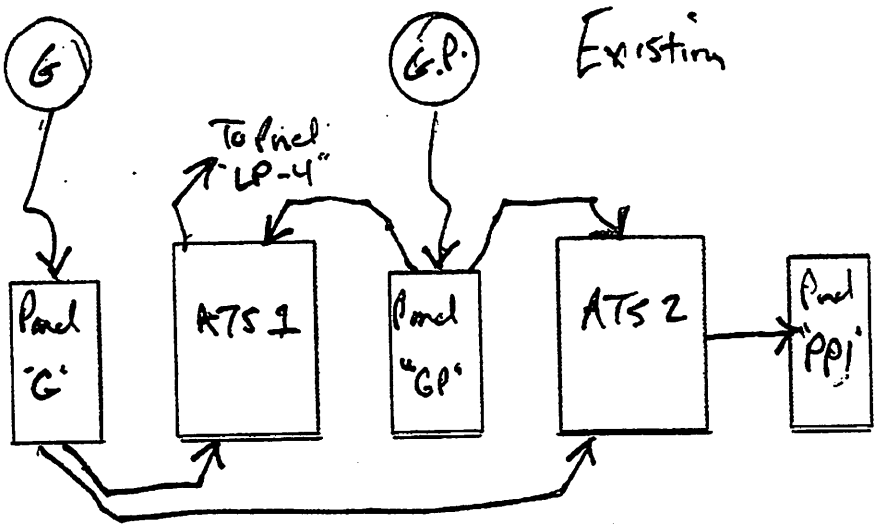
Total Price: $14,740.00
Quote Expires: 90 DAYS

Thank you for your time, and please call with any questions.
All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices.

Any alteration or deviation from above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date.

AUTHORIZED SIGNATURE STEVE TATE DATE 3 March 20

ACCEPTANCE SIGNATURE _____ DATE _____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Panel "GP"
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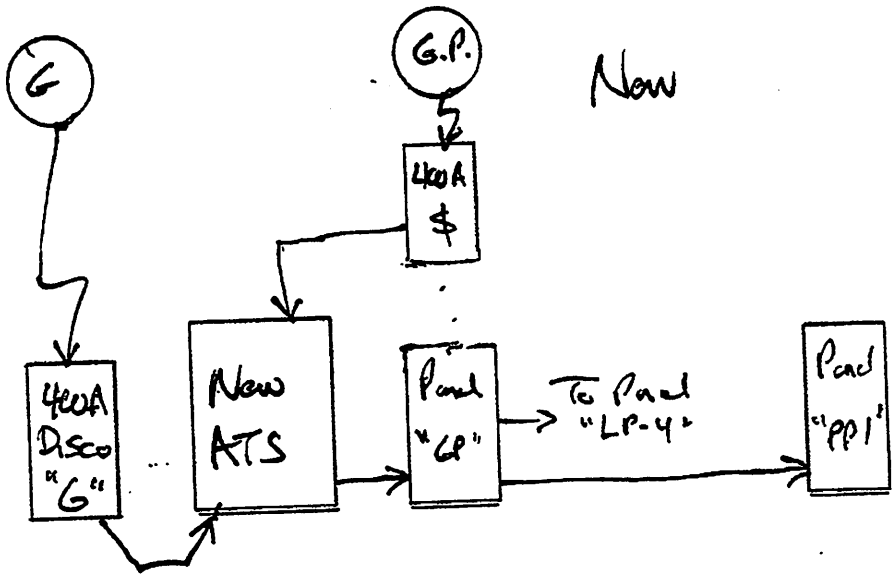
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New ATS
Panel "GP"
To Panel "LP-4"
Panel "PP1"

Paul Patrick
Electric, Inc.
5924 Graham Lane
Milton, FL 32583

SBA 8A Certified
MBE Certified
DBE Certified

Estimate

Date	Estimate #
3/25/2020	5400

Facilities Maintanence
221 Palafox Place Ste 140
Pensacola FL 32502

Project	
Road Camp Bldg 36	
P.O. No.	

Description	Qty	Cost	Total
Ref: Escambia County Road Operations Garage Replace existing (2) 208/120 vac Auto Transfer Switches			
Scope of work: Supply labor and material to demo (2) existing transfer switches Supply labor and material to install new 400 amp 480 volt 3Ø transfer switch Supply labor and material to install a main enclosed circuit breaker to meet code and safety requirement Supply labor and material to re-work the (2) transfer switches to one new switch Supply labor and material to bring conduit and wire to new transfer switch			
Total Labor and Materials	1	**18,991.00**	**18,991.00**
*NOTE: We acknowledge the amendment for the 24-volt 10-amp maintainer charger			
Inclusions: Escambia County Permit Any Power Company Fees			
Exclusions: Temp Power			

Total	$18,991.00

Phone # 850-623-8047
Fax # 850-626-7227
paul@paulpatrickelectric.com

Signature below authorizes work to begin:

_____

Payments not completed within 45 days will be subject to interest charges at the rate of 1.5% per month (18% annually) (or the maximum interest rate under Florida law) plus reasonable attorney's fees and costs required to collect the debt – with or without litigation. Any litigation that may be required to collect the debt shall be brought in Escambia County, Florida.

McNorton Mechanical Contractors, Inc.
1171 W. DETROIT BLVD.
PENSACOLA, FL 32534
850-478-5164
FAX 850-476-1942

Proposal

Date	Rep	Job #	PROPOSAL #
3/4/2020	SPK	ALTERNATE	Q7781

Escambia County Facilities Maint. 100 East Blount St. PENSACOLA, FL 32501- ATTN: ALLEN DANLEY	Job Description ESC. COUNTY ROAD DEPT GARAGE 601 HWY 297A CANTONMENT, FL 32533 - AUTO TRANSFER SWITCH REPLACEMENT

Customer Phone	P.O. No.
(850)595-4634	

Specificiations And Estimates For:

DEMO 2 EA GENERATOR TRANSFER SWITCHES, CONDUIT, WIRE AND SUPPORTS

FURNISH AND INSTALL

- 1EA ASCO SERIES 300, 600 AMP TRANSFER SWITCH
  VOLTAGE: 480, 3 PHASE
-1EA ABB PANEL BOARD #AE, 600AMP 480 VOLT 3 PHASE WITH BREAKERS
-1EA - CONDUIT, WIRE, SUPPORTS AND HARDWARE
  - MOUNT AND CONNECT NEW TRANSFER SWITCH AND PANEL TO EXISTING 600 AMP SERVICE PANEL AND EXISTING GENERATOR WIRING ADD NEW METAL CONDUIT AND WIRE AS NEEDED. MATCH EXISTING MATERIALS
  - ADD CONTROL WIRING AND CONNECT TO EXISTING AS NEEDED
- START UP AND CHECK OUT AFTER COMPLETION
- ESC COUNTY ELECTRICAL PERMIT
- ALL WORK PREFORMED MONDAY THRU FRIDAY FROM 7AM TO 5PM

TOTAL: $21,950.00

PROPOSAL GOOD FOR 45 DAYS
All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above estimate. All agreements are contingent upon delays beyond our control. Purchasers agree to pay all cost of collection, including attorney's fees.

Authorized Signature **Acceptance Signature**

Total $21,950.00

_____ _____ **DATE** _____

20001240

Proposal

Page 1 of 1

Rogers Electrical Contractors, Inc.
7448 A Pine Forest Rd. Pensacola, Fl. 32526
License # EC13001841 / ER13015349 Alabama 06326
Phone 850-607-2023 Fax 850-607-2026

No. 004295

Date 03/04/2020

Proposal Submitted To:	Phone	
Escambia County		
Address	E-mail address	
city, state and zip code	Job Name	
	Road Prison Bldg. 32 Transfer Switch.	
Contact		
Allen Danley		

Price lump sum to:

1. Connect temporary power to supply a minimal amount of lights and receptacles in the kitchen area.
2. Demo the existing 800amp 208/120volt transfer switch.
3. Supply and install new 800amp Alsco Transfer Switch.
4. Supply and install new Kohler battery charger.
5. Connect control wiring from transfer switch to generator.
6. Test and verify proper operation of new transfer switch.
7. Rogers Electrical Contractors is not responsible for any power output problems that may occur with the existing generator.
8. All labor and materials supplied by Rogers Electrical Contractors has a 1year warranty.

$14,289.00

We Propose hereby to furnish material and labor to complete in accordance with the above specification, for the sum of:

Fourteen Thousand Two Hundred Eighty-Nine Dollars and 00/100 dollars ($ $14,289.00)

Terms and Conditions
All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Unless otherwise agreed by Rogers Electrical Contractors, all invoices are do upon receipt of the billing date on the invoice. A monthly service charge of 1-1/2% or what the state allows will be added after the invoice is 30 days pass due.

Authorized Signature _____

_____

Note: This Proposal my be withdrawn by us if not accepted within 30 days

Acceptance of Proposal - The above Price specifications and conditions and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Date of Acceptance _____

Pint Name _____

Signature _____

Coastal Generator, Inc

P O Box 36127
Pensacola, FL 32516
Phone(850)453-3760 Cel 850 982-9925

Date	3/5/2020	P.O.	Contact #	Allen Danley	Invoice #	QUOTE

Customer:	Escambia County Facilities Maint	Ship to	
Address:	100 E Blount St	Address	
City	Pensacola	City	
State	Fl	State	Road Prisoner Bldg
Zip	32501	Zip	

Description		Qty	Unit Price	Total
FM 02202020 JDB Road Prison Bldg				
Replace a transfer switch between gen and comm power				
1. Dispose of existing transfer switch and all parts associated with old transfer switch				
2. Supply and install a new ASCO 800 amp transfer switch.				
3. Supply and install a new Kohler battery charger.				
4. Supply and install new wiring, new disconnect and conduit to generator.				
5. Hook up all of the control start wires from generator to transfer switch.				
6. Will test and verify that the transfer switch is working correctly.				
7. All parts and labor have a 1 year warranty.				
		Total		14,879.00
		Total		QUOTE

WHITE SANDS ELECTRIC, INC.

VOICE 850*433*6080
FAX 850*433*6610
FLORIDA CERTIFIED EC0003128
ALABAMA CERTIFIED 2889

333 MASSACHUSETTS AVE.
PENSACOLA, FL. 32505
WHITESANDSELECTRIC.COM
GENERAC SALES AND SERVICE

5 MARCH 20
ESCAMBIA COUNTY FACILITIES
ATTN: ALLEN DANLEY

DESCRIPTION: 601 HWY 297A - 800A ATS (FM 02202020JDB)

PROPOSAL

* REPLACE THE EXISTING 800AMP ATS WITH NEW
* PRICE INCLUDES PROVIDING POWER TO THE FACILITY FROM A PORTABLE GENERATOR DURING THE SWAP OUT PROCESS
* INSTALL A NEW 24V BATTERY CHARGER TO REPLACE THE EXISTING THAT IS INTEGRAL TO THE EXISTING ATS SWITCH
* PRICE INCLUDES PERMITTING
* WORK IS FIGURED AS DURING NORMAL BUSINESS HOURS

Total Price: $19,340.00
Quote Expires: 90 DAYS

Thank you for your time, and please call with any questions.
All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices.

Any alteration or deviation from above specification involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon delays beyond our control. Purchaser agrees to pay all costs of collection, including attorney's fees. This proposal may be withdrawn by us if not accepted by the above due date.

AUTHORIZED SIGNATURE _____ DATE 5 March 20
STEVE TATE

ACCEPTANCE SIGNATURE _____ DATE _____

Paul Patrick
Electric, Inc.
5924 Graham Lane
Milton, FL 32583

SBA 8A Certified
MBE Certified
DBE Certified

Estimate

Date	Estimate #
3/25/2020	5399

Facilities Maintanence
221 Palafox Place Ste 140
Pensacola FL 32502

Project
Correction Facility Barracks & Kitchen
P.O. No.	

Description	Qty	Cost	Total
Ref: Escambia County Road Camp Correction Facility Barracks & Kitchen			
Scope of work: Supply material and labor to demo existing 800 amp transfer switch Supply material and labor to supply new 800 amp transfer switch 208 3Ø Supply material and labor to re-wire new switch in existing location Furnish Power outage Furnish Factory Startup and year warranty			
Total Labor and Materials	1	**19,455.00**	**19,455.00**
Inclusions: Escambia County Permit Any Power Company Fees			
Exclusions: Temp power			

	Total	$19,455.00

Phone # 850-623-8047
Fax # 850-626-7227
paul@paulpatrickelectric.com

Signature below authorizes work to begin:

_____

Payments not completed within 45 days will be subject to interest charges at the rate of 1.5% per month (18% annually) (or the maximum interest rate under Florida law) plus reasonable attorney's fees and costs required to collect the debt – with or without litigation. Any litigation that may be required to collect the debt shall be brought in Escambia County, Florida.

McNorton Mechanical Contractors, Inc.
1171 W. DETROIT BLVD.
PENSACOLA, FL 32534
850-478-5164
FAX 850-476-1942

Proposal

Date	Rep	Job #	PROPOSAL #
3/4/2020	SPK	ALTERNATE	Q7780

Escambia County Facilities Maint.
100 East Blount St.
PENSACOLA, FL 32501-
ATTN: ALLEN DANLEY

Job Description

ESCAMBIA COUNTY ROAD PRISON
601 HWY 297A
CANTONMENT, FL 32533
- GENERATOR TRANSFER SWITCH REPLACEMENT

Customer Phone	P.O. No.
(850)595-4634	

Specificiations And Estimates For:

- INCLUDES ADDITION #1 - 24 VOLT BATTERY CHARGER
- DEMO EXISTING 800 AMP GENERATOR TRANSFER SWITCH
- DISCONNECT GULF POWER FEEDS TO BUILDING AND OLD TRANSFER SWITCH
- TEMPORARY FEED ALL BUILDING POWER FROM GULF POWER FEEDERS TO ALLOW BUILDING TO OPERATE NORMALLY

1 EA- 800 AMP-ASCO TRANSFER SWITCH - SERIES 300 - 208/120 VOLT 3 PHASE
1 EA- ADD CONDUIT, WIRE AND SUPPORTS AS NEEDED
- CONNECT NEW TRANSFER WITCH TO EXISTING WIRE
- AFTER NEW TRANSFER SWITCH IS INSTALLED AND COMPLETE RECONNECT GULF POWER FEEDS TO TRANSFER SWITCH AND BUILDING
- START UP AND CHECK OUT
- ESC. COUNTY ELECTRICAL PERMIT
- WE PLAN TO HAVE POWER OFF APPROXIMATELY 2 HOURS ON DEMO AND 2 HOURS ON RECONNECTION AFTER TRANSFER SWITCH INSTALL.
- INSTALL BATTERY CHARGER FOR EXISTING GENERATOR
- ALL WORK TO BE PERFORMED MONDAY THRU FRIDAY 7AM TO 5PM

TOTAL: $ 19,950.00

PROPOSAL GOOD FOR 45 DAYS
All material is guaranteed to be as specified. All work to be completed in a professional manner according to standard practices. Alteration or deviation from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above estimate. All agreements are contingent upon delays beyond our control. Purchasers agree to pay all cost of collection, including attorney's fees.

Authorized Signature **Acceptance Signature**

Total $19,950.00

_____ _____ **DATE** _____

BID TAB

REQ # 20001240/PO 201343

Rd Ops Garage - Transfer Switch

Rogers Electrical	$ 12,286.00	$ 12,286.00
Coastal Generator	$ 12,689.00	
White Sands Electric	$ 14,740.00	
Paul Patrick	$ 18,991.00	
McNorton Mech.	$ 21,950.00	

Rd Prison - Transfer Switch

Rogers Electrical	$ 14,289.00	$ 14,289.00
Coastal Generator	$ 14,879.00	
White Sands Electric	$ 19,340.00	
Paul Patrick	$ 19,455.00	
McNorton Mech.	$ 19,950.00	

$ 26,575.00 Total PO to Rogers

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17822 **County Administrator's Report 12. 14.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia County for Interruptible Natural Gas Service
From: Cassie Boatwright, Department Director
Organization: Facilities Management
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Agreement with the City of Pensacola for Interruptible Natural Gas Service - Cassie C. Boatwright, Facilities Management Department Director

That the Board take the following action concerning the Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia County for Interruptible Natural Gas Service:

A. Approve the Agreement with the City of Pensacola d/b/a Pensacola Energy and Escambia County for Interruptible Natural Gas Service for: 2935 North "L" Street, 1700 West Leonard Street, 357 South Baylen Street, and 201 South Palafox Street, establishing service, subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. 21-19); and

B. Authorize the Chairman or Vice Chairman to execute all documents relating to the Agreement, as required.

[Funding: Fund 001, General Fund, Cost Center 310207, Object Code 54301]

BACKGROUND:

Pensacola Energy is offering this interruptible gas service rate Contract for the Main Jail and Juvenile Justice Center, Sheriff's Administration Building, Sheriff's Special Investigation/Evidence Storage Building, Old Sheriff’s Garage, the M. C. Blanchard Judicial Building and Escambia County Government Complex. The rate is based on the County’s volume of gas usage for these buildings, and is also based on the County’s ability to utilize its propane-air backup systems. Pensacola Energy purchases long-term strips of gas at competitive pricing in order to cover the basic needs of their customers, while the balance of their gas is purchased on

the daily market and is subject to some price volatility.

This new Agreement replaces the existing Interruptible Natural Gas Service Agreement that was approved by the Board on June 6, 2019, between the City of Pensacola (d/b/a Pensacola Energy) and Escambia County for Interruptible Natural Gas. This new Agreement includes a decrease in the Fuel Charge for gas. The Fuel Charge is decreasing from $2.92 (+1.10% compression fee) per MMBTU to $2.51 (+1.10% compression fee) per MMBTU. The Usage Charge under this Contract will remain the same at $2.73 per MMBTU. This will result in a $0.41 per MMBTU decrease from the previous contract.

This Agreement will commence once it has been fully executed by all parties and continue through March 31, 2021. The County's new rate will be $5.27 per MCF (thousand cubic feet). Without a Contract in place, these accounts would be classified as GC-1 (within city limits) or GC-2 (outside city limits). Current rates for these classifications are $16.59 per MCF and $18.54 per MCF, respectively.

The previous year’s natural gas consumption for all County buildings on the strip rate account averaged 162 MCFs per day. Based on that consumption and with the decreased Fuel Charge, there is an estimated decrease of approximately $24,243 for the term of this new strip rate Contract. Additionally, without being on the contracted strip rate, the County would pay the aforementioned GC-1 and GC-2 rates for these accounts. By renewing the strip rate Contract with Pensacola Energy, the County can expect an estimated $642,768 in cost avoidance.

BUDGETARY IMPACT:

Funding is available in Fund 001, General Fund, Cost Center 310207, Object Code 54301.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Contract has been reviewed and approved as to form and legal sufficiency by Kristin D. Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is consistent with the Escambia County Code of Ordinances, Chapter 46, Article II, Section 46-44, Applications; exemptions; and Section 46-64, Board approval and threshold authority.

IMPLEMENTATION/COORDINATION:

Facilities Management Department will administer the Contract. The Contract involves coordination between Facilities Management and Pensacola Energy.

Attachments

Agreement Interruptible Natural Gas Service

AGREEMENT BETWEEN THE CITY OF PENSACOLA AND ESCAMBIA COUNTY FOR INTERRUPTIBLE NATURAL GAS SERVICE

THIS NATURAL GAS SERVICE AGREEMENT is made this _____ day of _____, 2020 by and between the **City of Pensacola**, a municipal corporation of the State of Florida, (d/b/a Pensacola Energy) with the business address of 222 W. Main Street, Pensacola, Florida 32502-0001 (hereinafter referred to as the "City"), and **Escambia County,** a political subdivision of the State of Florida with a business address of 221 Palafox Place, Pensacola, Florida 32502, and (hereinafter referred to as "Customer"). (At times all hereinafter referred to as "party" or collectively "parties")

WITNESSETH:

WHEREAS, the Customer requests the City of Pensacola deliver natural gas service on an interruptible basis to the Customer's premises located at the following addresses: 2935 North "L" Street; 1700 West Leonard Street; 357 South Baylen Street; and 201 South Palafox Street; and

WHEREAS, the City agrees to make such service available to the Customer; and

WHEREAS, the Customer agrees and contracts to accept and pay for such service subject to the current City Rate Schedule GAF (Almost Firm Service, Ordinance No. 21-19) hereunto, attached as **Exhibit "A"** hereto and incorporated by reference herein; and

WHEREAS, Customer agrees to be bound by the terms and conditions of any such amended rate schedule and charges that may be adopted from time to time by the City Council, including any annual CPI adjustments as part of the City's rate calculation; and

WHEREAS, as a result, any such amendments or revisions to the City Rate Schedule GAF shall be deemed to be part and parcel of this Agreement; and

WHEREAS, given the above, the parties now find it is in the best financial interests of the City that this Agreement be entered into as provided herein.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration the City and Customer agree to the following terms and conditions:

1. **Recitals** – The recitals above are true and correct and are hereby incorporated into this agreement.

2. **Customer Classification GAF, Almost Firm Transportation Service User Customer Charge** - The Customer agrees to pay a two hundred dollar ($200.00) fixed monthly charge to be provided gas service by the City. The fixed monthly charge will be subject to an annual adjustment each October 1st based on the current Consumer Price Index (CPI).
3. **Fuel Charge** - For all gas consumed, the Customer agrees to pay a fuel charge at an index price of two dollars and fifty-one cent ($2.51) per MMBTU of City's delivered natural gas plus 1.1% for compression (compression is a fee charged by Pensacola Energy's supplier).
4. **Usage Charge** - For all gas consumed, the Customer agrees to pay a total usage charge of two dollars and seventy three cents ($2.73) per MMBTU, which shall include ninety-two cents ($0.92) for local transportation, plus an average pipeline transportation fee of one dollar and seventy-four cents ($1.74), plus a margin on the contracted cost of natural gas of seven cents ($0.07). Such average pipeline transportation fee shall be subject to change or increase within the term of this Agreement pursuant to pipeline tariff changes. Should the average pipeline transportation fee change within the term of this Agreement, City shall provide written notification to Customer of such change or increase, and the new transportation fee shall be applied in the current invoicing to Customer. The total usage charge will be subject to an annual adjustment each October 1st based on the current Consumer Price Index (CPI).
5. **Quantity of Gas** - As a "GAF Almost Firm Gas Transportation" service classification user of the City's natural gas service, the Customer contracts and agrees to accept an average daily quantity of gas of seventy-five (75) Mcfs [Mcf = one thousand (1,000) cubic feet]. Should the Customer fail to consume a minimum of at least ninety (90%) of the contracted daily amount on an annualized basis, the Customer may be charged for that minimum amount of gas.
6. **Agreement to Interrupt** - The City in its sole discretion shall have the right to curtail or interrupt the supply of "Interruptible Natural Gas" at any time for up to ten (10) days, and the Customer agrees to interrupt or curtail the consumption of gas in the manner, at the time, and to the extent directed by the City. The City may elect to curtail or interrupt gas service when it determines, in its sole discretion, that the gas available from its sources cannot meet the demands of the City's customers. The Customer agrees that in no event shall an interruption or curtailment of service constitute a breach of this Agreement by the City. The Customer further agrees that the City shall not be liable in any manner to Customer or any person or entity for any interruption of the supply of gas, for the interference with the operations of Customer, or loss of use resulting from such operations or interference as provided for herein or any other damages, losses, or delays of any type, kind, or amount

7. **Meters and Measurements** - a) Gas delivered will be measured through one or more meters installed and maintained on the Customer's property near the Customer's property line and at a location satisfactory to the City. It is assumed that the volume of all gas is delivered at a pressure of four (4) oz. above an assumed atmospheric pressure of fourteen and four tenths (14.4) lbs. per square inch and sixty degrees (60°) F. When the usage of the Customer requires, the City, at its option, may supply gas service at some other pressure.

   (b) Title to meters identified and described in "**Exhibit B**," attached hereto and incorporated by reference herein, regulators, or special instrumentation located on the premises discussed herein, whether or not purchased and/or installed by the City or purchased and/or installed by the Customer, shall vest in the City at the inception of this Agreement. The City will inspect this equipment periodically. If a meter covered by this Agreement is found to be inoperative or inaccurate, such equipment shall be adjusted by the City to register correctly, and the amount of error shall be determined by the most accurate method feasible as agreed upon by the parties. If the inaccuracy results in an error of more than two percent (2%) plus or minus in the measurement of gas, then the calculated deliveries of gas shall be adjusted to accuracy to compensate for such error. Such adjustment shall be made for such period of inaccuracy if the period of time that the meter was inaccurate is definitely determined. If the period of inaccuracy cannot be determined, such adjustment shall be made for the last half of the period between the times the metering equipment was adjusted to register correctly and the date of the last previous meter test. Upon the written request of the Customer, the City will inspect such meters at any reasonable time, provided that if such meters are found to register correctly, the cost of such inspection may be charged to the Customer. It is understood that such meter shall be deemed to register correctly if the error is less than two percent (2%), plus or minus. The Customer agrees to protect all pipes and meters from low temperature or other inclement weather when necessary, and to the extent permitted by law, further agrees to hold harmless and indemnify the City against any and all costs and/or damages arising out of or caused by the theft and/or injury to pipes and/or meters and/or other property of the City while on said premises.

8. **Billing Errors -** If an error in the measurement of gas occurs and/or an error in billing occurs which creates an undercharge to the customer, the City may back bill the Customer for not more than twelve (12) months, and the Customer agrees to pay such undercharge. The City shall allow the Customer to pay for the unbilled service over a twelve (12) month period or some other mutually agreeable time period.

9. **Billing Disputes -** If the Customer disputes any portion of any statement from the City, then

Customer, upon written notice to City, shall have the right to withhold payment of the disputed portion of statement for a period not to exceed ten (10) business days. If the parties are unable to resolve the dispute, Customer shall pay the disputed portion of the statement into an interest bearing escrow account until the dispute is resolved. All account interest shall accrue to the City in the event the disputed amount is found to be due and owing to the City. Failure of the Customer to pay the undercharged amount as agreed upon herein, or the failure to pay the amount of the billed undercharge into the escrow account may result in termination of services, and in addition the City may pursue any and all lawful collection activity to recover such undercharged amount.

10. **Gas Leakage** - Immediate notice must be given by the Customer to the City when any leakage of gas is discovered. No flame or lights shall be used in the proximity of such escaping gas, and the Customer shall immediately shut off the flow of gas on the downstream side of the meter.
11. **Point of Delivery - Liability** - The point of delivery of gas furnished hereunder shall be the outgoing side of the outlet union of the meter(s) installed and maintained by the City on the Customer's property for the purpose of measuring gas delivered to the Customer. The gas provided under this contract is delivered upon the express condition that when it passes the point of delivery it becomes the exclusive property of the Customer. The Customer agrees that the City shall not be and is not liable for loss, damage, and/or injury to any person or property whatsoever resulting directly or indirectly from the use or misuse or presence of gas on the Customer's premises after it passes the point of delivery, except where such loss, damage, and/or injury shall be shown to have been occasioned by negligence of the City, its agent, servants, or employees.
12. **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 County and City, as local government bodies of the State of Florida, agree to be fully responsible for their individual negligent acts or omissions or tortious acts which result in claims or suits against their respective jurisdictions and agree to be fully liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by the City or County and nothing herein shall be construed as consent by the City or County to be sued by third parties in any matter arising out of this Agreement.
13. **Force Majeure** - The City's supply of gas is derived from sources over which the City has no control. In addition, force majeure circumstances may arise which may render the City unable to perform the services herein described. It is therefore understood and agreed by the parties hereto that in the event of a failure, curtailment, or interruption of such supply or in the event of shortage or interruption of gas due to an event of force majeure, such as an act of God, the elements, labor

troubles, fires, accidents, breakage, necessary repairs, war, terrorist attack, natural emergency, or other causes of contingencies beyond the City's control, the City cannot and does not guarantee a constant supply of gas, and it shall not be held liable in damages, losses, or otherwise for any such interruption or curtailment of supply or services. Notwithstanding the foregoing, the terms contained in Paragraph 6 of this Agreement shall prevail in that the City in its sole discretion may curtail or interrupt the supply of interruptible gas, and, in no event, shall the City be held liable for such interruption or curtailment of the supply of interruptible gas.

14. **Entry by City Agents** - The authorized agents of the City shall have the right, at all reasonable times, of access to the premises of the Customer for the purpose of inspecting the gas consuming and fuel equipment of the Customer and of examining and inspecting meters and/or for other necessary purposes. No person other than an authorized agent of the City shall be permitted to tamper with, inspect, or repair any meter or other property owned by the City. The Customer hereby authorizes and empowers the City pursuant to Paragraph 7(b) to remove its meter and other property covered by this Agreement immediately upon termination of this contract.
15. **Breach of Contract** – The following shall be deemed to be a breach of this Agreement by Customer: if the Customer shall fail/refuse to interrupt or curtail the consumption of gas in the manner, at the time, and to the extent directed by the City, as hereinabove provided in Paragraph 6; if the Customer shall default on payments for gas delivered; or if the Customer shall breach any of the conditions set out herein. Such discontinuance of service as provided for in this Agreement shall not constitute breach of contract by the City. Any failure of the City to exercise said right to discontinue service to the Customer at any one time shall not prevent the City from exercising such right with respect to any breach of said conditions which may subsequently occur.
16. **Rate Adjustment**– All gas rates and charges, including City Rate Schedule GAF, are approved by the City Council and are subject to change should the City Council approve a new gas rate ordinance.
17. **Term of Contract** - The term of this contract is twelve (12) months: April 1, 2020 to March 31, 2021. The City or Customer may terminate this agreement without cause upon thirty (30) days prior written notice.
18. **Notices -** (a) Any notice or bill, except notices of curtailment or restoration of service, which shall or may be given by one party to the other hereunder, shall be deemed to have been fully given When made in writing and delivered by hand or mail as follows: City of Pensacola, Pensacola Energy, P.O. Box 12910, Pensacola, Florida 32521, and to the Customer at 221 Palafox Place, Suite 420, Pensacola Florida 32502, postage prepaid if delivery is by mail.

(b) Notices with respect to curtailment or restoration of deliveries of service shall be sufficient if given by the City in writing and delivered by hand or mail as provided by subparagraph (a) above to the person or one of the persons identified and described in "**Exhibit C,**" attached hereto and incorporated by reference herein, designated by the Customer as authorized to receive such notices.

19. **Successors and Assigns** - This Agreement shall bind and benefit the successors and assigns of the respective parties hereto.

20. **General Provisions** - (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 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 and that this agreement supersedes all prior oral or written agreements.

    (b) It is 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.

    (c) This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances by the parties without the prior written consent of the other party.

    (d) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue of any matter which is subject of this agreement shall be in the County of Escambia.

    (e) 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.

    (f) The covenants and conditions contained in this Agreement shall apply to and bind the parties, legal representatives, and assigns of the parties.

    (g) This Agreement and the Exhibits (**Exhibits A, B, C**) attached hereto are made a part hereof and constitute the contract documents.

    (h) Each individual executing this Agreement represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with a duly adopted resolution, or in accordance with applicable law, and that this Agreement is binding

upon said party in accordance with its terms.

(i) Invoice payment terms: 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.

(j) The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to member of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed and sealed the day and year first above written.

CUSTOMER

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry
Chairman

Date: _____

BCC Approval: _____

Attest:_____
Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 04-03-2020

CITY OF PENSACOLA, FLORIDA

_____
Grover C. Robinson, IV
Mayor

_____
Ericka L. Burnett
City Clerk

Approved As To Substance:

_____
Department Director/Division Head

Legal in form and valid as drawn:

_____
City Attorney

Exhibit A

City Rate Schedule GAF, Almost Firm Service

Ordinance No. 21-19

(12) *Service classification: GAF, almost firm service.*

(12a) *Availability.* Available to any consumer using the city's natural gas service. Service under this rate classification shall be governed by individual contracts with consumer which includes a customer charge, a distribution charge, and a charge for fuel. Such contract will be executed by the Mayor, based on recommendations by the Director of Pensacola Energy. Contracts for this class or rate must be for not less than one (1) year. All consumers under this rate are subject to the terms of the contract.

(12b) *Contract volume.* Not less than seventy-five (75) Mcf per day.

(12c) *Customer charge.* Two hundred dollars ($200.00) fixed monthly charge, plus

(12d) *Distribution charge.* One dollar and seventy-four cents ($1.74) for annual pipeline transportation fees plus ninety-two cents ($0.92) local transportation charge net per one (1) MMBTU/day transported for gas transportation service, plus

A seven cent ($0.07) margin on the contracted cost of natural gas.

Exhibit B

Meter Numbers

The following natural gas meters are currently the only meters owned, maintained and read by Pensacola Energy.

Meter Number: 79644	Account Number: 56080250
Meter Number: 96063	Account Number: 52121610
Meter Number: 112033	Account Number: 70383086
Meter Number: 53875	Account Number: 70346751

Exhibit C

Notification Schedule

Billing:

1. Adam Thompson: 850-595-3190
2. Cassie Boatwright: 850-595-3190

Curtailment or Restoration of Service:

1. Facilities Management: 850-595-3185

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17733 **County Administrator's Report 12. 15.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Renewal of Agreement for Support and Maintenance Services for Cyber Security Firewalls
From: Bart Siders, Department Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Annual Hardware and Software Maintenance Support Renewal for Cyber Security Firewalls - Bart Siders, Information Technology Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Approve the Agreement for Support and Maintenance Services with PC Specialists, Inc. D/B/A Technology Integration Group, for Cyber Security Firewalls in the amount of $44,302.66; and

B. Authorize the Department, in conjunction with the Office of Purchasing, to issue a Purchase Order as required and use the pricing obtained through the competitively bid NASPO Contract AR2472.

[Funding: Fund 001, General Fund, Cost Center 270102, Object Code 54601]

BACKGROUND:

This renewal will cover the hardware and software for the Cyber Security Firewalls used to support/protect the Board of County Commissioners and the Constitutionals, for the period of May 14, 2020 - May 14, 2021, per the provided quote #048238.

BUDGETARY IMPACT:

Fund 001, General Fund, Cost Center 270102, Object Code 54601

Note on Contracts:

This Hardware and Software Contract was competitively bid through the NASPO Contract AR2472.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provision of the Code of Ordinances of Escambia County, Florida Chapter 46 Article II, Division 3, Section 81, Purchasing and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing, in conjunction with Information Technologies, will issue a Purchase Order.

Attachments

Palo Alto TIG Quote

PALO ALTO RENEWAL 2020

Quote Information:

Quote #: 048238

Version: 2
Quote Date: 03/27/2020
Expiration Date: 04/30/2020

Prepared by:

TIG Pensacola

Heather Reichmann
(850) 449-2608
Fax (850) 439-0070
Heather.Reichmann@tig.com

TIG Pensacola

106 E Gregory Street
Pensacola, FL 32502

Bill To

ESCAMBIA COUNTY BOARD OF COMMISSIONERS

221 Palafox
Suite 210
Pensacola, FL 32502
Shawn Fletcher
(850) 595-1678
spfletch@myescambia.com

Ship To

ESCAMBIA COUNTY BOARD OF COMMISSIONERS

221 Palafox
Suite 210
Pensacola, FL 32502
Scott McDonald
(850) 595-4686
scott_macdonald@co.escambia.fl.us

Payment Terms: NET 30

Palo Alto Renewal		Price	Qty	Ext. Price
Contract Number: AR2472 Contract Term: 10/14/2016 to 09/15/2026 Start Date: 05/14/2020 End Date: 05/14/2021				
PAN-PA-3060-WFHA2- R	**WildFire subscription for device in an HA pair renewal, PA-3060**	$3,640.00	2	$7,280.00
PAN-PA-3060-TPHA2- R	**Threat prevention subscription for device in an HA pair renewal, PA-3060**	$3,640.00	2	$7,280.00
PAN-PA-3060- URL4-HA2-R	**PANDB URL Filtering subscription for device in an HA pair renewal,**	$3,640.00	2	$7,280.00
PAN-PA-3060-DNSHA2	**DNS Security subscription for device in an HA**	$3,808.00	2	$7,616.00
PAN-SVC-PREM- 3060-R	**Premium support year 1 renewal,**	$7,423.33	2	$14,846.66
		Subtotal		**$44,302.66**

Quote Summary	Amount
Palo Alto Renewal	$44,302.66
Total:	**$44,302.66**

Terms & Conditions

Defective product may be returned within thirty (30) days of the shipping date for repair or replacement as determined by manufacturer warranty.

TIG resells products from numerous manufacturers. It is common industry practice for manufacturers to offer incentives and rebates for product sales. This quote may contain product or services subject to such incentives. No representation or warranty to

the contrary is made. Technology Integration Group passes through to buyer the terms and conditions of the original equipment manufacturers product and software licenses and warranties. Any exception must be negotiated directly with the original equipment manufacturer.

Please be advised that the quoted pricing may be impacted by the new tariffs. In the event that the pricing has been affected, we will confirm with you prior to placing an order.

Taxes, shipping and handling charges and other fees are subject to change based on the terms and conditions of the final sale.

Acceptance

ESCAMBIA COUNTY BOARD OF COMMISSIONERS

Signature / Name Initials

Title

Date

PO Number

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17836 **County Administrator's Report 12. 16.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Change Order for Blue Arbor, Inc.
From: Bart Siders, Department Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the issuance of a Change Order to Blue Arbor, Inc. - Bart Siders, Information Technology Department Director

That the Board approve a Change Order to Blue Arbor, Inc., in the amount of $35,000, to cover temporary staffing assistance for the Information Technology Department, per PD 17-18.055, Agreement for Temporary Labor Services.

Vendor/Contractor	Amount	Contract Number
Blue Arbor Temporary Staffing Services Vendor # 023818 Cost Center 270102/53401	$35,000	Contract PD 17-18.055 Original Board Approval 08/02/18. Board Approval for 1st Extension 08/15/19 (Contract goes through 08-15/20

[Funding: Fund 001, General Fund, Cost Center 270102, Object Code 53401, Other Contractual Services]

BACKGROUND:

The original Purchase Order for $22,000 was created for a single contractor to work in the IT Applications Division. Since the original creation of the Purchase Order, an Information Technology employee was placed on Military leave for 400 days and several Information Technology Help Desk employees have resigned from the County. The Information Technology Department has back filled these vacancies with contract employees on a temporary basis. It has been determined that an additional $35,000 is required to cover these temporary contract

employees for the remaining Fiscal Year 2019/2020.

BUDGETARY IMPACT:

Adding $35,000 to this Purchase Order will be budget neutral because payroll funds will not be spent on the vacated full time County positions. Budget Amendment #77 moved $35,000 from payroll funds to Fund 001, General Fund, Cost Center 270102, Object Code 53401, to cover the additional Contractor costs.

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:

The Change Order will be generated and processed through the Information & Technology Department and the Office of Purchasing.

Attachments

Blue Arbor Agreement

AGREEMENT FOR TEMPORARY LABOR SERVICES (PD 17-18.055)

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 Blue Arbor, Inc., a foreign for-profit corporation authorized to conduct business in the State of Florida (hereinafter referred to as "Contractor"), FEI/EIN 56-1308931, whose principal address is 5413 Morton Road, New Bern, NC 28562.

WITNESSETH:

WHEREAS, on May 21, 2018, the County issued an Invitation to Bidders (PD 17-18.055) seeking a contractor to provide temporary labor services for all departments of Escambia County (Lot 1), toll collector personnel for the Bob Sikes Bridge Toll Plaza (Lot 2), and personnel for the Escambia County Youth Employment Program (Lot 3); and

WHEREAS, the Contractor was the most responsive and responsible bidder proposing to provide such services for Lot 1 and Lot 3; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of such services as set forth herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions 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 upon the date last executed and continue for a term of one (1) year. Upon mutual agreement of the parties, this Agreement may be renewed for two additional twelve (12) month terms. The total duration of this Agreement, including the exercise of all options to renew/extend, shall not exceed the duration of three (3) years.

3. Scope of Services. Contractor agrees to perform in accordance with the Scope of Services set forth in Escambia County's *Invitation to Bidders for Temporary Labor Services for Escambia County Board of County Commissioners, Specification No. P.D. 17-18.055*, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced above, County shall pay Contractor in accordance with the Fee Schedule, attached hereto as **Exhibit B**.

5. Purchase Orders. The County shall order services from the Contractor in writing utilizing work orders relating to a blanket purchase order or by individual purchase order. The required services shall be described in detail and the applicable timeframe in which the services are required will be stated in the work order. No minimum quantity of work is guaranteed during the term of this Agreement, and only those services requested pursuant to a work order will be compensated.

6. Method of Payment/Billing. Contractor will 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 services performed with appropriate supporting documentation. Invoices shall be submitted in duplicate to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place, Suite 140
Pensacola, FL 32502

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 (the "Act").

7. Termination. The County retains the right to immediately terminate this Agreement for cause, and the County may terminate the Agreement for convenience upon providing thirty (30) days written notice to Contractor. The Contractor may terminate this Agreement for cause upon providing thirty (30) days written notice to the County. In the event of termination by either party, the Contractor shall be paid for amounts due and owing for services rendered through the date of termination.

8. Indemnification. Contractor shall indemnify, defend, and hold harmless Escambia County, and its officers, directors, employees and affiliates, from and against any 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, its employees or agents, whether or not the same constitutes a breach of this Agreement or is committed in the course of performing the Contractor's duties hereunder. 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 Escambia County's indemnification right under 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. During the term of this Agreement, Contractor shall procure and maintain, at its sole expense, the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.
(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.
(c) Employment Practices Liability with $1,000,000 per occurrence minimum limit.
(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) Fidelity Bond with $1,000,000 per occurrence coverage limit.

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 32591.

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 32591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County. Escambia County shall also 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: Blue Arbor, Inc.
Attention: Lucine Moffett
5413 Morton Road
New Bern, NC 28562

To: Escambia County
Attention: County Administrator
221 Palafox Place
Pensacola, Florida 32502

With copy to:
PO Box 12780
New Bern, NC 28561

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 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. 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. 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.

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. Authority. Each individual executing this Agreement on behalf of a corporate or governmental party represents and warrants that he/she is duly authorized to execute and deliver this Agreement on behalf of said party, in accordance with any a duly adopted action of the governing board of said party in accordance with applicable law, and that this Agreement is binding upon said party in accordance with its terms.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature.

COUNTY:
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Witness

Witness

By: _____
Jack R. Brown, County Administrator

Date: 8/17/18

BCC Approved: ~~July~~ August 2, 2018

CONTRACTOR: BLUE ARBOR, INC.

~~Corporate Secretary~~ Witness

[SEAL]

Witness

By: _____
Lucine Moffett, President

Date: 8/7/18

Approved as to form and legal sufficiency.

By/Title: _____
Date: 7/25/18

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17842 **County Administrator's Report 12. 17.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Approve IT PC Hardware Blanket PO with Dell Computing Company
From: Bart Siders, Department Director
Organization: Information Technology
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Issuance of a Blanket Purchase Order with Dell Marketing LP in the amount of $95,000 - Bart Siders, Information Technology Department Director, through Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board take the following action:

A. Authorize the County to utilize the State of Florida, Department of Management Services, Contract Number 43211500-WSCA-15-ACS, in accordance with Escambia County, Florida, Code of Ordinances, Chapter 46, Article II, Section 46-44, Application; Exemptions; and Section 46-64, Board Approval; and

B. Authorize the issuance of a Blanket Purchase Order, in conjunction with the Office of Purchasing for the purchase of new personal computers and other hardware to replace existing equipment for the Information Technology Department of Escambia County, Florida, to Dell Marketing LP in the sum of $95,000.00, according to the specifications outlined in Contract # 43211500-WSCA-15-ACS.

Vendor/Contractor	Amount	Contract Number
Dell Computing Company Replacement of Equipment using Standard Hardware Catalog Vendor # 040517 Cost Center:	$95,000	Contract # 43211500-WSCA-15-ACS Effective April 1, 2020, and is renewed through July 31, 2021

270102/55201			

The IT Department will use this Blanket Order to replace as many of the 8 to 10 year old PC devices as they can. All orders will be placed using our standard hardware catalog.

Escambia County BOCC Standard Hardware Catalog:

Description		New Quote	
Dell 3070 Mini Std Desktop	I5, 8GB Ram, SSD, 3yr Basic	$ 671.80	
Dell 3630 CAD Desktop	I5, 16GB Ram, SSD, 3yr Basic	$ 919.99	
Dell 5820 Adv. Workstation	I5, 32GB Ram, SSD, 3yr Basic	$1,420.31	
Dell 3390 13” 2 in 1 Tablet	I5, 8GB Ram, SSD, 3yr PS+	$ 905.22	
Dell 5500 15” Laptop	I5, 8GB Ram, SSD, 3yr Basic	$ 958.23	
Dell Tablet Dock	WD 19 90	$ 169.99	
Dell 22” Monitor		$ 149.99	
Dell 27” Monitor		$ 207.89	

[Funding: Fund 001, General Fund, Cost Center 270102, Object Code 55201]

BACKGROUND:

The Recommendation will be for allocating funds to replace old and aging equipment within Escambia County. The Information Technology Department will use this Blanket Order to replace as many of the 8 - 10 year old PC devices as possible. All orders will be placed using our standard hardware catalog.

BUDGETARY IMPACT:

The Recommendation will be for allocating $95,000 towards replacing of old and aging equipment within Escambia County.

[Funding: Fund 001, General Fund, Cost Center 270102, Object Code 55201, Operating Supplies]

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 Escmabia County, Florida. Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval, the IT Department will create a Blanket Purchase Order with Dell Marketing, LP. and work to replace the old and aging equipment within Escambia County.

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17750 **County Administrator's Report 12. 18.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Change Order #200188 to Blue Arbor, Inc.
From: Tim Tolbert, Building Official/Department Director
Organization: Building Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Blue Arbor, Inc. - Tim Tolbert, Department Director/Building Official, Building Services Department

That the Board approve, and authorize the County Administrator to execute, Change Order #200188-1, to Blue Arbor, Inc., adding funds for Contractual Services:

Department:	Building Services Department
Division:	Building Inspections
Type:	Addition
Amount:	$24,000
Vendor:	Blue Arbor, Inc.
Contract:	PD 17-18.055
Purchase Order #	200188
Change Order #	1
Original Amount	$22,500
Change Order #1	$24,000
New PO:	$46,500

[Funding Source: Building Inspections Fund, Fund 406, Cost Center 250111, Object Code 53401]

BACKGROUND:

It has been determined that an additional $24,000 is required to cover this employee for the remaining Fiscal Year 2019/2020.

BUDGETARY IMPACT:

Funds are available in Fund 406, Building Inspections Fund, Cost Center 250111, Object Code 53401.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

The Change Order will be generated and processed through the Office of Purchasing.

Attachments

Change Order 1 Request

Blue Arbor PO

Request for Temporary Labor Services

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code: 23818 Vendor Name: Blue Arbor Inc.
Project Number: P.O. No. 200188 C.O. No. 1
Department: Building Services P.D. No.: Date: 3/27/2020

Notes for Modifying the Scope of Award:

THIS CHANGE ORDER PROVIDES ADDITIONAL FUNDING FOR TEMPORARY EMPLOYMENT SERVICES OF BUILDING CODES INSPECTOR III CURRENTLY BEING UTILIZED FOR INSPECTION DUTIES THROUGH 09/30/2020. PD17-18.055.

To Modify existing Purchase Order:

	Quantity Adjustment	Amount
Adding Dollars to Line Item No. 1	0	$24,000
Deleting Dollars from Line Item No. 0	0	0

	Quantity Adjustment	Amount
Adding Dollars to Line Item No. 0	0	0
Deleting Dollars from Line Item No. 0	0	0

Modify Notes:
Date of BCC action: **ATTACH RESUME** N/A

Previous Purchase Order Total Dollars: $22,500
Net Dollars added or subtract: $24,000
New Purchase Order Total Dollars: $46,500

Previous Contract Total Dollars:
Net Dollars added or subtract:
New Contract Total Dollars:

Modifying Cost Centers, Object Code/Accounts and Project Numbers:

Cost Center	Object Code	Project Number	+ / - change	Dollar Amount
250111	53401	N/A	+	$24,000

☐ 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:

Contract Administrator' s Certification & Approval _____ **Date** _____ _____

Office of Purchasing Review: Agent _____ **Date** _____ **Division Manager** _____ **Date** _____

County Administrator's Approval _____ **Date** _____

F0020 (Revised 1-29-08)

PURCHASE ORDER NO. 200188

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
023818 FAX: 252-638-5087
BLUE ARBOR INC
PO BOX 12780
NEW BERN NC 28561

SHIP TO
BUILDING INSPECTIONS
3363 W. PARK PLACE
PENSACOLA, FLORIDA 32505

ATTN: DINAHMETRIE ANGLIN 595-1635

ORDER DATE: 10/08/19	BUYER: JEFFREY LOVINGOOD	REQ. NO.: 20000181	REQ. DATE: 10/04/19
TERMS: NET 30 DAYS	F.O.B.:	DESC.: PD 17-18.055	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			THIS BLANKET PURCHASE ORDER IS FOR THE PURCHASE OF TEMPORARY EMPLOYMENT SERVICES EXCLUSIVELY FOR THE USE OF ESCAMBIA COUNTY BUILDING SERVICES DEPARTMENT IN ITS DAILY OPERATIONS. THE COUNTY SHALL BE CHARGED ACCORDING TO THE APPLICABLE CONTRACT PRICE SCHEDULE OR A PREFERRED STATUS WITH THE LOWEST PRICES USUALLY EXTENDED TO MOST FAVORED CUSTOMERS.		
01	1.00		TEMPORARY EMPLOYMENT SERVICES FOR BUILDING CODES INSPECTOR III FOR BUILDING SERVICES DEPT FOR INSPECTION DUTIES FOR ALL INSPECTION DISCIPLINES. 10/01/2019-09/30/2020 PD17-18.055.	22500.0000	22,500.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	250111	53401	22,500.00	

PAGE TOTAL $	22,500.00
TOTAL $	22,500.00

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

GENERAL TERMS AND CONDITIONS

1. **Acceptance, Entire Agreement**– By providing goods or services under the subject Purchase Order (PO), Contractor accepts the terms and conditions set forth herein. This PO, including all terms, specifications and drawings attached hereto or referenced herein, constitutes the entire agreement between the parties unless otherwise stated on the face of the PO. If additional terms are necessary, a formal written contract will be required, and to the extent of any conflict with the terms of this PO, the terms of the contract shall prevail. No modification or waiver of terms of this PO shall be binding, unless in writing, signed by a duly authorized representative of the buyer and confirmed by such a representative of the Contractor.
2. **Inspection**- All goods/services delivered hereunder shall be accepted subject to County's inspection and approval, and payment shall not constitute acceptance. All payment shall be subject to adjustment for shortage or rejection of goods. To the extent that a PO requires a series of performances by the Contractor, the County reserves the right to cancel the remainder of the PO if goods/services provided during the term of the PO are non-conforming or otherwise rejected.
3. **Delivery, Risk of Loss**- All goods are FOB destination, and risk of loss shall remain with the Contractor until delivery and acceptance by the County. Goods delivered that are damaged, defective, or otherwise fail to conform to the PO upon arrival may be rejected by County or held by County at the Contractor's risk and expense. County may charge Contractor for the cost of inspecting, unpacking, repacking, storing and reshipping any rejected goods. County shall receive a credit at the invoice price, or at the County's option, replacement of such goods, but in no event will such goods be replaced by the Contractor without County's written consent.
4. **Delivery of Excess Quantities**- If the Contractor delivers quantities of any item in excess of the quantity ordered then such excess will be treated as being delivered for the convenience of the Contractor. The County may retain such excess up to $100 in value without compensating the interests herein. Excess quantities exceeding $100 in value will either be returned at the Contractor's expense or retained and paid for by the County at the contract unit price.
5. **Time is of the Essence**- Time for delivery of goods and services under this PO is of the essence. Failure to meet delivery schedules or deliver within a reasonable time, as determined by County, shall entitle County to seek all remedies available at law or in equity. The County reserves the right to cancel any order and purchase elsewhere if delivery is not timely. Contractor further agrees to reimburse County for all costs incurred in enforcing its rights. Failure of County to exercise this option with respect to any delivery shall not be deemed a waiver with respect to future installments; if any.
6. **Delivery Tickets**- All deliveries under this PO shall be accompanied with delivery tickets, or sales slips, in triplicate, which shall contain the following: 1) Name of supplier; 2) Purchase order; 3) Date of call; 4) Call number; 5) Itemized list of supplies or services furnished; 6) Quantity, unit price and extension of each item less applicable discounts (unit price and extensions need not be shown when compatible with the use of automated systems provided that the invoice is itemized to show this information); and 7) Date of delivery or shipment. Upon delivery, the receiving office will retain one copy of the related delivery ticket and will sign the other two copies and return them to the supplier or his agent. One of these copies may subsequently be required to support the invoice.
7. **Material Safety Data Sheet**- At the time of delivery, Contractor agrees to provide County with a current MSD sheet of any hazardous chemical or toxic substance as required by law.
8. **Changes**- The Purchasing Manager may at any time, by a written order, and without notice to the surety, make changes, within the general scope of this PO, in (i) drawing, designs, or specifications where the supplies to be furnished are to be specially manufactured for the County in accordance therewith; (ii) method of shipment or packing; and (iii) place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, performance of this contract, whether changed or not changed by any such order, equitable adjustment shall be made by written modification of this PO. Any claim by Contractor for adjustment under this clause must be asserted within 30 days from the date of receipt by the Contractor of the notification of change.
9. **Invoicing and Payment**- After delivery and acceptance of goods and submission of properly certified invoices, Contractor shall be paid at the prices stipulated on the PO at the time the order is placed, less deductions if any. Invoices shall contain the contract number, PO number and the contractor's Federal Employer Identification Number. An original and one (1) copy of the invoice shall be submitted. Failure to follow these instructions may result in a delay processing invoices for payment. All payments and interest on any late payments shall be made in compliance with the Local Government Prompt Payment Act, §§218.70, et seq., Fla. Stat.
10. **Taxes**– The County is exempt from Florida sales tax, federal taxes on transportation changes and any federal excise tax. Under no circumstances will the County reimburse Contractor for taxes paid.
11. **Government Regulations**- Contractor certifies that it has complied with all applicable laws and regulations of governmental authority relating to the production, sale and delivery of the goods and/or services specified herein, and Contractor shall indemnify and save County harmless from and against any liability or loss resulting from Contractor's failure to do so.
12. **Compliance with Laws**- In fulfilling the terms of the PO, Contractor agrees to comply with all federal, state and local laws, rules, policies, or guidelines related to the conduct of its business, including, but not limited to, all Occupational Safety and Health Administration (OSHA) requirements and the provisions of Chapter 442, Fla. Stat., the provisions of the Immigration Reform and Control Act of 1986 (8 U.S.C. §1324, et seq.) and regulations related thereto, and all prohibitions against discrimination on the basis of race, religion, sex, creed, national origin, handicap, marital status, or veteran status.
13. **Warranties**- In addition to all warranties, established by statute or common law, or set forth elsewhere in this PO, Contractor expressly warrants that all goods or services covered herein shall conform to all specifications, drawings, samples and descriptions furnished or adopted by the County, and shall be of best quality and fit and sufficient for the purpose for which purchased, if specified hereon, merchantable, of good material land workmanship and free from all patent and latent defects. The County's failure to give notice to Contractor of any breach of warranty shall not discharge the Contractor's liability. Without limiting the generality of the foregoing, the Contractor agrees to be responsible for all defects in design, workmanship and materials, which may become apparent within 12 months of receipt by County, unless otherwise specified.
14. **Warranty of Non-Infringement**- Contractor represents and warrants that all goods or services sold hereunder are in compliance with applicable laws, do not constitute unfair competition, and do not infringe any patent, copyright, trademark, or trade secret. Contractor shall indemnify and hold harmless County from and against any and all claims, judgments and expenses, including, but not limited to, attorneys' fees, arising from any claim, suit or proceeding alleging that County's use of the goods/services provided hereunder is inconsistent with Contractor's representations and warranties provided in this section. Contractor shall defend or settle at its own expense any proceeding brought against County for such infringement provided Contractor is notified promptly of the commencement of such proceeding and is given authority, information and assistance by the County for the defense or settlement thereof.
15. **Work on County Premises**- If this PO requires work of the Contractor's agents or employees on the County's premises, Contractor shall carry out said work at its own risk until fully completed and such agents or employees shall not thereby be deemed to be the agents or employees of the County. Such parties shall be subject to the County's safety rules and fire regulations. Contractor assumes full responsibility for their acts and omissions and agrees to hold harmless and indemnify the County from any claims arising therefrom and accept exclusive liability for payroll and other taxes imposed upon the employer by law.
16. **Liens**- All work performed by Contractor shall be accomplished in a manner that will not under any circumstances result in the imposition of any lien, claim or encumbrance against the County or County property. If any materialman or subcontractor of Contractor should file a lien on the property of the County or otherwise file a claim against the County, Contractor shall obtain a release and satisfaction of the lien/claim within ten days of its filing. Contractor shall be solely liable for any consequential damages to County resulting from the filing of any claim/lien.
17. **Indemnification**. Contractor hereby assumes all liability, to the maximum extent provided by law, for all damages, loss or injury of any kind or nature whatever to persons or property caused by or resulting from the goods or services provided hereunder. Contractor shall indemnify and hold harmless the County from all claims, suits, liabilities, expenses, losses or damages, including attorneys' fees and costs, which County may incur as a result of claims, demands, suits, or causes of action of any kind or nature arising from, caused by, or related to the provision of the goods or services furnished by Contractor, its officers, employees, agents, partners, principals, or subcontractors. If any suit or other proceeding is brought against the County at any time on account of or by reason of any act, action, neglect, omission or default of Contractor or any of its subcontractors, Contractor agrees to assume the defense thereof and defend the County at Contractor's sole expense and to pay any and all costs, attorneys' fees or other expenses, and all judgments that may be incurred or obtained against the County, and any judgment or lien that may be placed against the County's property as a result of such suit or proceeding. The Contractor's obligations hereunder shall not be limited by or to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.
18. **Insurance-** Throughout the term of this PO, the Contractor, at its sole expense, shall maintain insurance coverage that is acceptable to the County.
19. **Contingent Fees**- The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to amend this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
20. **Gratuities**- (a) The County may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract if it is found after notice and hearing by the County's duly authorized representative, that gratuities (e.g. entertainment, gifts or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing a contract or favorable treatment with respect to the awarding, amending, or making of a contract or any determinations with respect to the performance of such contract; (b) If this contract is terminated as provided in paragraph (a), the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor, and as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Board of County Commissioners or their duly authorized representative) which shall be not less than three nor more than ten times the costs incurred by the Contractor in providing any such gratuities to any such officer or employee; (c) The rights and remedies of the County provided in this clause shall not be conclusive and are in addition to any other rights and remedies provided by law or under the contract.
21. **Termination for Default**- The Purchasing Manager by written notice may terminate this PO, in whole or in part, for failure of the Contractor to perform any of the provisions hereof. In such event, the Contractor shall be liable for damages including the excess cost of re-procuring similar supplies or services; provided that if it is determined for any reason that the Contractor was not in default, the termination shall be deemed to be a termination for convenience as provided below.
22. **Termination for Convenience**- The Purchasing Manager by written notice, may terminate this PO, in whole or in part, when it is in the best interest of the County. If this PO is for supplies and is so terminated, the Contractor shall be compensated for goods delivered up to the date of termination at the discretion of the County. To the extent that this contract is for services and is so terminated, the County shall be liable only for payment in accordance with the payment provisions of this PO for services rendered prior to the effective date of termination.
23. **Force Majeure**- Neither party shall be liable for delays or defaults due to acts of God, government authority or public enemy, war, fires, floods, epidemics, strikes, labor troubles, freight embargoes or contingencies reasonably beyond its control. The party so affected upon prompt written notice to the other party shall be excused from making or taking deliveries hereunder to the extent of such prevention or restriction. At County's option, deliveries so omitted shall be made on notice thereof to the vendor, upon cessation of such contingency even though such might have been operative at the date of this order.
24. **Assignment**. Contractor may not assign this PO or any money due or to become due without the prior written consent of the County. Any assignment made without such consent shall be deemed void.
25. **Extent of Obligation** - The County is obligated hereunder only to the extent of authorized orders placed against this PO.
26. **Governing Law**- This agreement shall be interpreted in accordance with the laws of the State of Florida, and the parties stipulate that venue shall be in Escambia County.
27. **Annual Appropriations**. The County's performance and obligation to pay under this PO shall be contingent upon an annual appropriation of funds.
28. **Advertising**- Without the prior written consent of the County in each instance, Contractor shall not advertise the fact that it has contracted with the County for goods and/or services, or appropriate or make use of the County's name or identifying marks.
29. **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, Fla. Stat. 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, Fla. Stat., 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.

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.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

8. Recommendation: That the Board adopt the Resolution [R2018-84] approving Supplemental Budget Amendment #157, General Fund (001), in the amount of $28,568, to recognize the Sheriff's off-duty officer, auto repairs, investigative costs, and miscellaneous reimbursements/fees; and to appropriate these funds back into the Sheriff's Administrative Budget to offset operational expenses.

Motion: To approve Consent Agenda Items 1 through 15, with the exception of Item 12	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

9. Recommendation: That the Board award an Indefinite Quantity, Indefinite Delivery Contract for Temporary Labor Services for the Escambia County Board of County Commissioners, per Specification Number PD 17-18.055, to Blue Arbor, Inc., and JJW Services, Inc. D/B/A Accustaff, Inc., and authorize the County Administrator to sign the Agreement for Temporary Labor Services with Blue Arbor, Inc., and JJW Services, Inc. D/B/A Accustaff, Inc., for a period of 12 months, renewable for 2 additional 12-month periods, for a total of 36 months, in the approximate amount of $3,200,000 (projected Fiscal Year 2018-2019 Budget), per the following:

A. Lot 1 - General Temporary Labor Services (Countywide) - Blue Arbor, Inc. - $2,500,000; effective upon award and execution of the Agreement;

B. Lot 2 - Temporary Labor Services for the Bob Sykes Toll Collection - JJW Services, Inc. D/B/A Accustaff, Inc. - $410,000; effective September 01, 2018; and

C. Lot 3 - Escambia County Youth Employment - Blue Arbor, Inc. - $300,000; effective at the beginning of the 2018-2019 Fiscal Year Budget.

(Continued on Page 21)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued...

[Funding:

Lot 1:

- Building Inspections - Fund Code 406, Building Inspection Fund; Cost Center 250111, Building Inspections Admin; Object Code 53401, Other Contractual Services; $55,200.
- Community Affairs - Fund Code 352, Local Option Sales Tax (LOST) III; Cost Center 320201, Comm Svcs Administration; Object Code 53401, Other Contractual Services; $65,280.
- Community & Environment - Fund Code 129, CDBG Entitlement Funds; Cost Center 370232, 2018 CDBG Other; Object Code 53401, Other Contractual Services; $10,000.
- County Attorney - Fund Code 001, General Fund; Cost Center 110601, County Atty Admin; Object Code 53401, Other Contractual Services; $10,000.
- Facilities Management - Fund Code 001, General Fund; Cost Center 310202, Custodial; Object Code 53401, Other Contractual Services; $140,925.
- Library Services - Fund Code 113, Library Fund; Cost Center 110501, Operations; Object Code 53401, Other Contractual Services; $490,926.
- Public Safety - Fund Code 408, Emergency Medical Services; Cost Center 330603, EMS Billing Ops; Object Code 53401, Other Contractual Services; $25,077.76.
- Public Works Engineering - Fund Code 352, LOST III; Cost Center 210107, Transportation & Drainage; Object Code 53401, Other Contractual Services; $200,000.
- Public Works Engineering - Fund Code 353, LOST IV; Cost Center 210106,; Object Code 53401, Other Contractual Services; $200,000.
- Parks & Recreation - Fund Code 352, LOST III; Cost Center 360229; Object Code 53401, Other Contractual Services; $117,372.17.
- Development Services - Fund Code 116, Development Review Fee; Cost Center 211902, Development Engineering; Object Code 53401, Other Contractual Services; $60,000.
- Fund Code 001, General Fund; Cost Center 221001 Land Management Section; Object Code 53401, Other Contractual Services; $ 5,000.
- Fund Code 110, Other Grants & Projects; Cost Center 221011, Urban & Community Forestry; Object Code 53401, Other Contractual Services; $15,000.

(Continued on Page 22)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued...

- Fund Code 108, Tourist Promotion; Cost Center 220805, 4th Cent Marine Recreation; Object Code 53401, Other Contractual Services; $8,000.
- Fund Code 102, Economic Development Fund; Cost Center 360704, Econ Dev Operating; Object Code 53401, Other Contractual Services; $35,000.
- Fund Code 101, Escambia County Restricted Fund; Cost Center 221018, Natural Pollutant Discharge System; Object Code 53401, Other Contractual Services; $5,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230301, Solid Waste Admin; Object Code 53401, Other Contractual Services; $15,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230304, Environmental Quality; Object Code 53401, Other Contractual Services; $8,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services; $39,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230307, SW Transfer Station; Object Code 53401, Other Contractual Services; $58,000.
- Solid Waste - Fund Code 401, Solid Waste Fund; Cost Center 230314, SWM Operations; Object Code 53401, Other Contractual Services; $110,000.
- Santa Rosa Island - Fund Code 001, General Fund; Cost Center 211401, SRI Public Works; Object Code 53401, Other Contractual Services; $250,000.
- Board of County Commissioners - Fund Code 001, General Fund; Cost Center 110101, Board of County Commissioners; Object Code 53401, Other Contractual Services; $80,000.
- County Administrator - Fund Code 001, General Fund; Cost Center 110302, County Administrator's Office; Object Code 53401, Other Contractual Services; $8,000.

Lot 2: $410,000

Fund Number 167; Cost Center 140301; Object Code 53401, Other Contractual Services.

(Continued on Page 23)

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

9. Continued...

Lot 3: $300,150

[Fund Number 001, General Fund; Cost Center 53000; Object Code 53401, Other Contractual Services]

Motion: To approve Consent Agenda Items 1 through 15, with the exception of Item 12	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

10. Recommendation: That the Board approve, and authorize the County Administrator to sign, the Agreement between Escambia County, Florida, and George A. Smith, M.D., per the terms and conditions of PD 17-18.034, Part-Time Physician Services, Escambia County Jail, for a term of 36 months, with an option to renew for two successive twelve-month periods, in the amount of $110 per hour, for the satisfactory performance of 20 or less hours per week of physician services at the Escambia County Jail. The annual contract amount for all services performed shall not exceed the maximum amount of $105,600 per year.

[Funding: Fund 001, General Fund, Cost Center 290402, Object Code 53101]

Motion: To approve Consent Agenda Items 1 through 15, with the exception of Item 12	
Made by: Commissioner Underhill	**Seconded:** Commissioner Robinson
Disposition: Carried unanimously	
Audio:	

20000181

Escambia County Board of County Commissioners

Request for Temporary Labor Services

Submit Request to BCC Human Resources

Job Description must be attached for new orders unless already on file with vendor.

****

FOR DIVISION USE:

Date Position Required 10/7/2019 Approximate Length of Time Required FY19-20

Status: ☑ New Request ☐ Replacement (for) _____

Department/Division: BUILDING SERVICES DEPARTMENT

Address: 3363 WEST PARK PLACE, PENSACOLA, FL 32505

Phone Number: 850.595.3550 FAX Number: 850.595.3589

Job Title: Inspector III DBM C51 Worker's Comp. Code: 9410

Exempt: ☑ Non-Exempt: ☐ Min. Hourly Rate of Pay: 27.00 Billable Rate: 33.21

Division's Purchase Order #: TBD Job Description Attached: ☑ Yes ☐ On File

OTHER KNOWLEDGE, EXPERIENCE, SKILL OR ABILITIES REQUESTED:

(Type in space below)

Must have State of Florida 1&2 Family, Plans Examiner, and Standard Inspector licenses.

DRIVER'S LICENSE CHECK REQUIRED: ☑ Yes ☐ No

Drives County Vehicle ☑ Operates County Heavy Equipment ☐ Drives personal vehicle while conducting County business. ☐

SELECTION PREFERENCE: ☑ Interview ☐ Review Resume ☐ Send Applicant

Temporary Employee should:

Report to: Central Office Complex Time: 7:00 to 3:30

Work Days: Monday - Friday Work hours: 20 hours/week

Job Site Location: 3363 West Park Place Site Phone: 850.595.3550

Job Attire Required: _____ PPE Required: Steel-toed boots

Job Site Supervisor: Tim Tolbert

Requested By: Jennifer Hampton (Name) 10/02/2019 (Date) 850.595.4560 (Telephone Number)

Approved By: _____ (Department Director Signature) 10/02/2019 (Date) 850.595.3581 (Telephone Number)

(Forward signed form to Human Resources - Employment Section)

****

FOR VENDOR USE:

Billable Rate: _____ **Note: All placements must be drug tested.**

Has applicant been employed by the BCC before? ☐ Yes ☐ No If yes, provide details.

Name of Temporary Worker Assigned: _____

Referred by Dept. ☐ Yes ☐ No Signed Disclosure Statement attached: ☐ Yes ☐ No

(Vendor to complete this section and fax to 850-595-3020 attn: Employment Section, with Disclosure Statement or email scanned documents to recruiter@co.escambia.fl.us .)

Escambia County Board of County Commissioners

Request for Temporary Labor Services

Submit Request to BCC Human Resources

Job Description must be attached for new orders unless already on file with vendor.

****

FOR DIVISION USE:

Date Position Required 10/7/2019 Approximate Length of Time Required FY19-20

Status: ☑ New Request ☐ Replacement (for) _____

Department/Division: BUILDING SERVICES DEPARTMENT

Address: 3363 WEST PARK PLACE, PENSACOLA, FL 32505

Phone Number: 850.595.3550 FAX Number: 850.595.3589

Job Title: Inspector III DBM C51 Worker's Comp. Code: 9410

Exempt: ☑ Non-Exempt: ☐ Min. Hourly Rate of Pay: 27.00 Billable Rate: 33.21

Division's Purchase Order #: TBD Job Description Attached: ☑ Yes ☐ On File

OTHER KNOWLEDGE, EXPERIENCE, SKILL OR ABILITIES REQUESTED:

(Type in space below)

Must have State of Florida 1&2 Family, Plans Examiner, and Standard Inspector licenses.

DRIVER'S LICENSE CHECK REQUIRED: ☑ Yes ☐ No

Drives County Vehicle ☑ Operates County Heavy Equipment ☐ Drives personal vehicle while conducting County business. ☐

SELECTION PREFERENCE: ☑ Interview ☐ Review Resume ☐ Send Applicant

Temporary Employee should:

Report to: Central Office Complex Time: 7:00 to 3:30

Work Days: Monday - Friday Work hours: 20 hours/week

Job Site Location: 3363 West Park Place Site Phone: 850.595.3550

Job Attire Required: _____ PPE Required: Steel-toed boots

Job Site Supervisor: Tim Tolbert

Requested By: Jennifer Hampton	10/02/2019	850.595.4560
Name	Date	Telephone Number
Approved By: _____	10/02/2019	850.595.3581
Department Director Signature	Date	Telephone Number

(Forward signed form to Human Resources - Employment Section)

****

FOR VENDOR USE:

Billable Rate: _____ **Note: All placements must be drug tested.**

Has applicant been employed by the BCC before? ☐ Yes ☐ No If yes, provide details.

Name of Temporary Worker Assigned: _____

Referred by Dept. ☐ Yes ☐ No Signed Disclosure Statement attached: ☐ Yes ☐ No

(Vendor to complete this section and fax to 850-595-3020 attn: Employment Section, with Disclosure Statement or email scanned documents to recruiter@co.escambia.fl.us .)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17722 **County Administrator's Report 12. 19.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: SBA #091 - Library Friends Donation
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #091 - Stephan Hall, Budget Manager, Management & Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #091, Library Fund (113), in the amount of $30,000, to recognize the donation from the Friends of the West Florida Public Library, and to appropriate these funds into the Friends Library Donations Cost Center to be used to support and promote the Escambia County Library.

BACKGROUND:

The Library has received a donation from the Friends of the West Florida Public Library to be used in acquiring items to be used to support and promote the Library operations for patrons. $30,000 will be placed into the Friends Donation Cost Center for these purchases.

BUDGETARY IMPACT:

This Amendment will increase the Library Fund (113) by $30,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue to be approved by the Board per F.S. 129.06 - Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#091

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County has received a donation from Friends of West Florida Public Libraries to be used to purchase capital items for the Library 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, 2020:

Library Fund	113
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
Friends of Libraries Donation	113	366218	30,000
Total			**30,000**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Books, Publications and Library Materials	113 / 110509	56601	30,000
Total			**30,000**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2020.03.31 10:28:18 -05'00'

OMB Approved

Supplemental Budget Amendment
#091

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17724 **County Administrator's Report 12. 20.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Supplemental Budget Amendment #092 - ECUA Contribution for Interlocal Cost Sharing Agreement, Carver Area Utility Relocation
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #092, Joy Jones, P.E., Engineering Department Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #092, Local Option Sales Tax III (Fund 352), in the amount of $43,009, to recognize proceeds from Escambia County Utilities Authority (ECUA) for reimbursement for the Interlocal Cost Sharing Agreement for Carver Area Water Main Utility Relocation project in conjunction with Carver Area Drainage improvement work, and to appropriate these funds back into the LOST III project budget.

Escambia County and ECUA entered a 50/50 cost sharing Agreement to share the cost of relocating utilities as part of the Carver Area Water Main Utility Relocation project. This work was in conjunction with the Carver Area Drainage Improvement project. Total cost of the utilities relocation was $86,019.68, and ECUA's contribution is $43,009. These funds have been received and need to be transferred back into the project's budget.

BACKGROUND:

Escambia County and ECUA entered a 50/50 cost sharing Agreement to share the cost of relocating utilities as part of the Carver Area Water Main Utility Relocation project. This work was in conjunction with the Carver Area Drainage Improvement project. Total cost of the utilities relocation was $86,019.68, and ECUA's contribution is $43,009. These funds have been received and need to be transferred back into the project's budget.

BUDGETARY IMPACT:

This Amendment will increase Fund 352 by $43,009.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S. 129.06 - Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA #092

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2020-

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 ECUA's contribution for the Interlocal Cost Sharing Agreement for Carver Area drainage improvements (water main utility relocation), 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, 2020:

Local Option Sales Tax III	352
Fund Name	**Fund Number**

Fund Name	Account Name	Account Code	Amount
352/Local Option Sales Tax III	ECUA Contribution-Capital Project	337302	$43,009
Total			$43,009

Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
352/Local Option Sales Tax III (Carver Area Water Main Utility Relocate)	210107/Transportation & Drainage Project #13EN2395	56301/Improvements Other than Buildings	$43,009
Total			$43,009

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall Digitally signed by Stephan Hall DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US Date: 2020.03.31 10:25:43 -05'00'

OMB Approved

Supplemental Budget Amendment
#092

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17728 **County Administrator's Report 12. 21.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Supplemental Budget Amendment #093 - Reimbursement from CSX Transportation for Ten Mile Road Signal Crossing Improvement
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #093, Joy Jones, P.E., Engineering Department Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #093, Local Option Sales Tax III (Fund 352), in the amount of $22,570, to recognize a reimbursement from CSX Transportation (CSXT) of funds paid for the Ten Mile Roadway signal crossing improvements project, and to appropriate these funds back into the LOST III project budget.

Escambia County and CSX Transportation entered into a Preliminary Engineering Agreement in Fiscal Year 2013, in which Escambia County agreed to pay for signal crossing improvements on Ten Mile Road in conjunction with a drainage improvement project. Escambia County paid a deposit to CSXT, in the amount of $35,640, but actual costs were less, resulting in a reimbursement due of $22,570. These funds have been received and need to be transferred back into the project's budget.

BACKGROUND:

Escambia County and CSX Transportation entered into a Preliminary Engineering Agreement in Fiscal Year 2013, in which Escambia County agreed to pay for signal crossing improvements on Ten Mile Road in conjunction with a drainage improvement project. Escambia County paid a deposit to CSXT, in the amount of $35,640, but actual costs were less, resulting in a reimbursement due of $22,570. These funds have been received and need to be transferred back into the project's

budget.

BUDGETARY IMPACT:

This Amendment will increase Fund 352 by $22,570.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S. 129.06 - Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA #093

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2020-

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 CSX Transportation's reimbursement for improvements made to Ten Mile Road railroad crossing, 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, 2020:

Local Option Sales Tax III	352
Fund Name	**Fund Number**

Fund Name	Account Name	Account Code	Amount
352/Local Option Sales Tax III	Reimbursements	369401	$22,570
Total			$22,570

Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
352/Local Option Sales Tax III (Ten Mile Road crossing improvment)	210107/Transportation & Drainage Project #13EN2485	56301/Improvements Other than Buildings	$22,570
Total			$22,570

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA, COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2020.03.31 10:26:18 -05'00'

OMB Approved

Supplemental Budget Amendment
#093

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17736 **County Administrator's Report 12. 22.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Supplemental Budget Amendment #094 - Florida Department of Health EMS County Grant Award
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #094, EMS County Award Grant Appropriation, John Dosh, Interim Public Safety Department Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #094, Other Grants and Projects Fund (110), in the amount of $33,504, to recognize proceeds from the Florida Department of Health, and to appropriate these funds for the improvement and expansion of pre-hospital Emergency Medical Services (EMS) in Escambia County. Funds will be used to purchase two Lund University Cardiopulmonary Assist System (LUCAS) devices, which are portable chest compression devices.

BACKGROUND:

Escambia County Public Safety has been awarded a Florida Department of Health EMS County Grant, ID Code C8017, in the amount of $33,504. Funds are to be used for the improvement and expansion of pre-hospital Emergency Medical Services. Planned purchases are two LUCAS devices, which are portable chest compression devices.

BUDGETARY IMPACT:

This Amendment will increase Fund 110 by $33,504.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenues must be approved by the Board per F.S. 129.06 - Execution and amendment of Budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA #094

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, Escambia County was awarded an EMS County grant (C8017) by the Florida Department of Health for improving and expanding the County's pre-hospital EMS system, and these funds must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Other Grants & Projects	110
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
EMS County Award	110	334221	$33,504
Total			**$33,504**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Machinery and Equipment	110/330318	56401	$33,504
Total			**$33,504**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2020.03.31 15:06:40 -05'00'

OMB Approved

Supplemental Budget Amendment
#094

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17746 **County Administrator's Report 12. 23.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Supplemental Budget Amendment #100 - Supervisor of Elections Security Grant
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #100 - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #100, General Fund (001) and Other Grants and Projects Fund (110), in the amount of $63,671, to recognize Grant proceeds from the Florida Department of State - Division of Elections in the amount of $55,366, and to appropriate these funds to be used solely for activities related to Federal Elections. A 15% match or $8,305, is required by the State, and matching funds will come from the Adopted Fiscal Year 2019/2020 Supervisor of Elections Budget to cover this requirement.

BACKGROUND:

Escambia County Supervisor of Elections has received grant funding from the Florida Department of State, Division of Elections, for the continuation of cypersecurity initiatives and improvements made by Supervisor of Elections at the local level and in preparation for the 2020 Presidential Election.

BUDGETARY IMPACT:

This Amendment will increase Other Grants and Project Fund (110) by $63,671 and decrease General Fund (001) by $8,305.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S. 129.06 - Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#100

SBA#100 Backup

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the budget.

WHEREAS, The Escambia County Supervisor of Elections has received a grant from the Florida Department of State, Division of Elections, to purchase products or services that enhance security for the 2020 Primary/ General Election, and these funds need to be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

General Fund	001
Other Grants & Projects Fund	110
Fund Name	**Fund Number**

Revenue Title	**Fund Number**	**Account Code**	**Amount**
T-fers from Fund 001	110	381001	8,305
SOE Election Security Grant	110	331108	55,366
Total			**$63,671**

Appropriations Title	**Fund Number/Cost Center**	**Account Code/ Project Number**	**Amount**
Other Contractual Services	001/550101	53401	($8,305)
T-fers to F-110	001/110215	59108	$8,305
Operating Supplies	110/550120	55201	$8,305
Professional Services	110/550120	53101	$34,413
Operating Supplies	110/550120	55201	$13,181
Training	110/550120	55501	$7,772
Total			**$63,671**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2020.04.08 15:09:22 -05'00'

OMB Approved

Supplemental Budget Amendment # 100

FLORIDA DEPARTMENT OF STATE

Secretary of State

DIVISION OF ELECTIONS

INVOICE

COPY

Organization: Escambia County Supervisor of Elections
FEIN: 59-6000598
Title: Federal Election Cybersecurity Initiatives Grant
Grant Number: 20.e.ec.000.016
Payment Address: 213 Palafox Place, 2nd Floor Pensacola , FL 32502
Contact:

Type of Payment	Payment #	Invoice #	Invoice Period Begin Date	Invoice Period End Date
Advanced Payment	1	120e016	7/1/2019	5/30/2020

Total Grant Amount:	$55,366.47
Prior Payment:	$0.00
Balance to Date:	$55,366.47
THIS PAYMENT:	$55,366.47
Balance Remaining:	$0.00

Deliverable(s) provided (as stated in grant agreement):

- Election Security enhancements . Documentation associated with this grant contains sensitive and/ confidential information that is exempt from public records disclosure pursuant to Section 282.318, F.S., and to the U.S. Department of Homeland Security's designation of elections as a critical infrastructure.

Documentation Provided

N/A - Advanced Payment — 2/28/2020

Electronic Signature of Grantee (Project Manager or Authorized Official) — Date Of Request Electronically Submitted to DOSGrants.com

Information to be completed by the Department of State:

Deliverables and minimum performance levels have been satisfactorily completed by the recipient: ☑

ALTHERA JOHNSON — 3/2/2020

Electronic Signature for DOS Program Manager Approval — Date Invoice Approved by Grants Staff

Date Invoice Paid by Finance

Fund ID	Category	Encumbrance	Org	EO	OBJECT	GAA Line #
261011	107020	E0E016	45-10-02-10-000	C4	780002	3160

Vendor ID	Contract
F596000598165	0E016

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES
REMITTANCE ADVICE

FLAIR ACCOUNT CODE	OLO	SITE	DOCUMENT NUMBER	OBJECT	DATE	PAYMENT NO
45-202261011-45100200-00-10702000	450000	00	D0000447868	7800	03/26/20	0973642

PAYMENT AMOUNT
$ 55,366.47

AGENCY DOCUMENT NO
V003568

COPY

ESCAMBIA COUNTY SUPERVISOR OF ELECTIONS
221 PALAFOX PLACE, STE# 130
PENSACOLA FL 32502-5843

PLEASE DIRECT QUESTIONS TO: (850) 245-6579, DEPARTMENT OF STATE

VENDORS NOW CAN VIEW PAYMENT INFORMATION AT HTTP://FLAIR.DBF.STATE.FL.US

INVOICE NUMBER	AMOUNT
120E016	$ 55,366.47

DETACH CAREFULLY AND RETAIN FOR YOUR RECORDS BEFORE CASHING OR DEPOSITING THE WARRANT

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND - CAPITOL BUILDING MUST APPEAR BELOW TO BE AUTHENTIC

FLAIR ACCOUNT CODE	SWDN	ADN	OBJECT	DATE	WARRANT NO	64-975 / 612
45-202261011-45100200-00-10702000	D0000447868	V003568	7800	03/26/20	04-0973642-0	

OLO 450000 SITE 00 CONTACT (850) 245-6579 FOR PAYMENT QUESTIONS — VOID AFTER 12 MONTHS

STATE OF FLORIDA
DEPARTMENT OF FINANCIAL SERVICES

4-31-224 594

PAY — AMOUNT

FIFTY-FIVE-THOUSAND-THREE-HUNDRED-SIXTY-SIX & 47/100 DOLLARS — $****55,366.47

EXPENSE WARRANT

TO THE ORDER OF
ESCAMBIA COUNTY SUPERVISOR OF ELECTIONS
221 PALAFOX PLACE, STE# 130
PENSACOLA FL 32502-5843

TO: DIVISION OF TREASURY
TALLAHASSEE

Jimmy Patronis

JIMMY PATRONIS, CHIEF FINANCIAL OFFICER

"04097364 20" :061209756: 20799005 45225"

ATTACHMENT C of MOA 2019-2020-0001:

Certification of County Matching Funds[1]

I, Steven Barry, Chair of the Board of County Commissioners of

Escambia County County, Florida, do hereby certify that the Board of County Commissioners shall appropriate and provide the county Supervisor of Elections a minimum 15% county match to the total amount of federal grant trust funds under the Help America Vote Act appropriated for federal election cybersecurity initiatives and improvements that the county Supervisor of Elections may request and receive from the State in FY 2019-20 pursuant to specific appropriation 3160. The match amount must equal to or be greater than $8,304.97.

If the Board fails to appropriate and provide the matching funds as certified herein, all funds received from the State for this grant, including any accrued interest, will be required to be returned to the Department of State and shall revert to the Federal Grant Trust Funds.

Chair, Board of County Commissioners

2/13/2020
Date

ATTEST: PAM CHILDERS
CLERK OF THE CIRCUIT COURT
BY: SEAL
DEPUTY CLERK

[1] The match requirement is waived for the following sub-recipients whose respective county has been designated by the Department of Economic Opportunity as an Economically Distressed Rural Community: Baker, Bradford, Calhoun, Columbia, DeSoto, Dixie, Flagler, Franklin, Gadsden, Gilchrist, Glades, Gulf, Hamilton, Hardee, Hendry, Highlands, Holmes, Jackson, Jefferson, Lafayette, Levy, Liberty, Madison, Nassau, Okeechobee, Putnam, Suwannee, Taylor, Union, Wakulla, Washington, Walton.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17753 **County Administrator's Report 12. 24.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Supplemental Budget Amendment #105 - Proceeds from the Sale of Easements
From: Stephan Hall, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #105, Proceeds from the Sale of Easements, J. Taylor "Chips" Kirschenfeld, Director, Department of Natural Resources Management - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #105, Other Grants and Projects Fund (110), in the amount of $305,865, to recognize proceeds from the United States Navy from the sale of easements for encroachment protection.

On September 22, 2016, the Board of County Commissioners entered into a Multi-Year Encroachment Protection Agreement for Naval Air Station (NAS) Pensacola with the Department of the Navy. The purpose of the Agreement was to provide assistance with the acquisition of real property to prevent encroachment and limit incompatible development in the vicinity of NAS Pensacola. These funds are to be leveraged for future defense infrastructure Grants (DIG) which require matching funds.

BACKGROUND:

On September 22, 2016, the Board of County Commissioners entered into a Multi-Year Encroachment Protection Agreement for Naval Air Station (NAS) Pensacola with the Department of the Navy. The purpose of the agreement was to provide assistance with the acquisition of real property to prevent encroachment and limit incompatible development in the vicinity of NAS Pensacola. These funds are to be leveraged for future defense infrastructure grants (DIG) which require matching funds.

BUDGETARY IMPACT:

This Amendment will increase Fund 110 in the amount of $305,865.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S. 129.06 - Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 105

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, the Escambia County received proceeds from the United States Navy from the sale of easements for encroachment protection, and these revenues must be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with 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, 2020:

Other Grants & Projects	110
Fund Name	**Fund Number**

Fund Name	Account Name	Account Code	Amount
110 / Other Grants & Projects	Other Land Sales	364004	305,865
Total			**$305,865**

Fund Name	Cost Center Code/Title	Account Code/ Project Number	Amount
110 / Other Grants & Projects	221030 / DIG Navy Match (new)	56101 / Land	305,865
Total			**$305,865**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2020.04.13 11:19:16 -05'00'

OMB Approved

Supplemental Budget Amendment
105

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17755 **County Administrator's Report 12. 25.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Supplemental Budget Amendment #108 - Consolidation of the Two Existing Inmate Commissary Funds
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #108, William Powell, Corrections Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #108, Detention/Jail Commissary Fund (111), and the Transportation Trust Fund (175) (Road Prison Commissary), in the amount of $299,326, to recognize a transfer of funds from the Road Prison Commissary to the Detention/Jail Commissary, and to appropriate this transfer of funds consolidating the two commissaries into a single commissary going forward. This action will increase the efficiencies with commissary funding and provide better service to the inmates.

BACKGROUND:

Departmental background and justification indicates that the banking system and commissary have become one, so it makes sense to combine the Inmate Funds. In addition, all bookings start with the Jail. The inmates may be moved to the Work Annex or Work Release, but all of the inmates start at the same place. Combining the Jail, Work Annex, and Work Release will provide for more efficiency in handling the residents at all of the facilities.

Supplemental Budget Amendment #108 transfers the Fiscal Year 2020 Road Prison Commissary Budget and the appropriate level of reserves from the Transportation Trust Fund to the Detention/Jail Commissary Fund.

BUDGETARY IMPACT:

This Amendment will decrease Fund 175 by $299,326 and increase Fund 111 by $299,326.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S. 129.06 - Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

The Inmate Commissary Board must approve the consolidation of the two commissary funds, per FS951.23(9)(d).

Attachments

Commissary Purpose

SBA #108

ESCAMBIA COUNTY, FLORIDA
BOARD OF COUNTY COMMISSIONERS
DETENTION/JAIL COMMISSARY FUND– FUND 111
SEPTEMBER 30, 2019

On October 1, 2013 the Escambia County Board of County Commissioners assumed responsibility for the operation of the Escambia County Correctional System, which includes the Escambia County Jail and Jail Annex, by approving Resolution R2013-79. This fund was established in accordance with F.S. 951.23(9)(a) which states, *"A commissary may be operated in the detention facility. If a commissary is established, then an inmate welfare fund shall also be established."*

Commissary Fund Revenues:

The primary source of revenue for Fund 111 is the commissary profits/commissions. The primary commission sources are listed below:

- Escambia County previously had a contract with Trinity Services Group to provide inmate commissary management services at the Escambia County Jail. Under this contract, Trinity paid the County a 28% commission on gross sales revenue for the month. ***On December 12, 2014 the Board approved a contract with Aramark Correctional Services, LLC to provide commissary management services for the jail. The County did not transition to Aramark until April 1, 2015. Under this new agreement, Aramark will pay the County a 47% commission on gross sales revenue for each month.
- Escambia County currently has a contract with Embarq Florida, Inc. dba CenturyLink to provide inmate telephone services at the Escambia County Jail. In this contract, the County granted an exclusive license to CenturyLink to provide inmate telephone services for the Jail. In consideration for this license, CenturyLink agrees to pay the County a license fee equal to 96% of gross billings for most calls placed by way of collect calling or charged to a debit or pre-paid account established for such inmate telephone services. Calls considered InterState calls are not eligible for commission.

In FY14, the Escambia County BOCC received one-time revenues as a result of the transfer of control from the Escambia County Sherriff. The BOCC received $138,782.50 of donated inventory. The Escambia County BOCC also received transfers from the Escambia County Sherriff totaling $997,410.91 for existing inmate commissary funds.

Other sources of revenue include interest income and miscellaneous revenues such as inmate art sales, admin fees, and cash seized.

Commissary Fund Expenses:

F.S. 951.23(9) outlines the types of expenditures that can be paid out of the inmate commissary and welfare fund. The following types of expenditures are allowed:

- Operation of the commissary
- Compensation for commissary employees
- Expenditures for the overall inmate welfare

F.S. 951.23 also states that an Inmate Welfare Fund Committee should be established and should recommend what expenditures are to be made from this fund. Currently, the welfare committee is made up of Acting Facility Commander- Officer in Charge, Gregory Scott Nash; Interim Corrections Financial Manager, Reshonda Watson and Facility Chaplain, Reginald Benjamin, Facility Captain, Shawn Hankins. All expenses recommended by the welfare committee must receive final approval from the Acting Officer in Charge, Gregory Scott Nash before they are paid. This is accomplished through the form titled "Request for Expense Approval Escambia County Corrections Inmate Welfare Funds" which is completed with each PO.

Also in Fund 111 is the Jail Inmate Trust bank account. This is a stand-alone bank account where the inmates' monies are held. The inmates use money from their accounts to purchase commissary items, telephone calls, and to pay their fees. This account is held by the Escambia County BOCC in Trust and is reconciled monthly.

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2020-

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 desires to consolidate two inmate commissary funds to a single fund; transfering existing fund balance commissary revenues and expendiures from fund 175 to fund 111, 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, 2020:

Jail Commissary Fund	111
Transportation Trust Fund	175
Fund Name	**Fund Number**

Revenue Title	Fund Number	Account Code	Amount
T-fers from Fund 175	111	381175	299,326
Detention/Jail Commissary	111	342302	138,000
Less 5%	111	389905	(6,900)
Rd Prison Commissary	175	342301	(138,000)
Less 5%	175	389905	6,900
Total			$299,326

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
T-fers to Fund 111	175/290209 new	59103	$299,326
Professional serices	175/290205	53101	($55,156)
Commnications	175/290205	54101	($622)
Postage & Freight	175/290205	54201	($1,715)
Utility Services	175/290205	54301	($4,853)
Repair & Maintenance	175/290205	54601	($200)
Host Ordinance	175/290205	54931	($600)
Office Supplies	175/290205	55101	($250)
Operating Supplies	175/290205	55201	($29,048)
Machinery & Equipment	175/290205	56401	($6,461)
Reserves	175/290205	59801	($331,521)
Professional serices	111/290406	53101	$55,156
Commnications	111/290406	54101	$622
Postage & Freight	111/290406	54201	$1,715
Utility Services	111/290406	54301	$4,853
Repair & Maintenance	111/290406	54601	$200
Host Ordinance	111/290406	54931	$600
Office Supplies	111/290406	55101	$250
Operating Supplies	111/290406	55201	$29,048
Machinery & Equipment	111/290406	56401	$6,461
Reserves	111/290406	59801	$331,521
Total			$299,326

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Adopted
Sharon Harrell
OMB Approved

Supplemental Budget Amendment
 # 108

inmate commissary fund balance transfer from 175 to 111

	Revenue	Exp	balance	
2008			110,065.00	2009 reserve => FY08 fund balanc
2009	212,584.33	218,886.44	103,762.89	
2010	201,112.20	213,596.30	91,278.79	
2011	229,327.57	214,522.08	106,084.28	
2012	188,444.60	226,976.41	67,552.47	
2013	179,889.83	197,003.17	50,439.13	
2014	226,658.33	244,628.54	32,468.92	
2015	312,461.33	279,491.57	65,438.68	
2016	122,116.58	64,038.62	123,516.64	
2017	157,486.46	63,952.72	217,050.38	
2018	150,917.18	98,562.44	269,405.12	
2019	152,669.65	122,749.32	299,325.45	
			299,325.45	

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17769 **County Administrator's Report 12. 26.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: SBA#111 - Sheriff's Off-Duty Officer Reimbursements, Public Records, Auto Repairs, Misc. Fees, and Investigation Costs
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #111, Sheriff's Department, Henrique Dias, Chief Financial Officer - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #111, General Fund (001), in the amount of $19,176, to recognize the Sheriffs off-duty officer, public records, auto repairs, miscellaneous reimbursements/fees, and investigative costs, and to appropriate these funds back into the Sheriffs Administrative Budget, to offset operational expenses associated with providing law enforcement services in Escambia County.

BACKGROUND:

The Sheriffs Department has received off-duty officer, public records, auto repairs, miscellaneous reimbursements/fees, and investigative costs, associated with providing law enforcement and services in Escambia County totaling $19,176. These funds will be placed back into the Sheriffs General Fund Budget to off-set programmatic costs.

BUDGETARY IMPACT:

This Amendment will increase Fund 001 (General Fund) by $19,176.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S.129.06 -Execution and Amendment of Budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#111 - backup

SBA#111

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028031

Account	Purchase Order	Invoice Number	Amount	Description
001 208201		20APR-02	15,787.50	EDE MAR20

369939

U.S. Pat. no. 6,095,407

EZECSO/CK

262 BOARD OF COUNTY COMMISSIONERS

Stop waiting on the mail - Ask us about electronic payments - Contact us at: **payables@escambiaso.com**

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 04/09/20 CHECK NO. 10028031

AMOUNT $ ****15,787.50*

PAY THE SUM OF FIFTEEN THOUSAND, SEVEN HUNDRED EIGHTY SEVEN DOLLARS & 50 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

Print Mail 1-866-667-2861

⑈10028031⑈ 063013924⑆6748697878⑈

JEF GARDNER	03/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
JEREMY JARMAN	03/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$176.00
JEREMY SMALL	03/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$100.00
JOSEPH PARENTE	03/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
KEN HOLYFIELD	03/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$6.50
MEL ALTON PFEIFFER	03/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$23.00
ROBERT CLARK	03/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$61.50
RUFUS JACKSON	03/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$96.00
STEPHEN SCHAFF	03/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$154.00
TOM GREER	03/16/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
ANDREW MICHAEL WEBB	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$22.00
BOBBY SMALL	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$44.00
BRANDON MINOR	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$116.00
BRETT MCCORMACK	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$10.00
CHARLES DICKIN	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
CHASE HORNE	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$56.00
CHRISTOPHER DANIEL	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$25.00
CYNTHIA PALEN	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$10.00
DAVID BASHORE	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$46.50
JAMES BARNES	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$83.00
JASON ATES	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$116.00
JOAN SAVAGE	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$62.50
JOSEPH CARAWAY	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$89.00
JOSHUA MICHAEL TIMO	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
KEVIN BIGGS	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$21.00
MICHAEL COBURN	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
MIRANDA TAYLOR	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$35.00
PATRICK PHARR	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$180.00
RICKY HOWELL	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
ROBERT RANDOLPH GREENE	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$179.00
RODNEY BELL	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$6.00
SHAUN WHITE	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$18.00
THOMAS JOYNER	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
TOD DAY	03/17/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$75.00
BRENDA L MATTHEWS	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$42.00
BRIAN RUPERT	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$38.50
CHRISTOPHER PHELPS	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$12.00
DAVID BJORENSEN	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$130.00
DAVID COLLIER	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$31.00
DAVID CRIPE	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$19.50
DAVID RAMIRES	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$96.00
JAMES M FREEMAN II	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$76.00
JAMES NEWTON	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$228.00
JASON FREAUFF	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$268.00
KRISTI BERRY	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$62.00
LARRY MEADOWS	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$29.00
LUKE MCCRACKEN	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$111.50
MELISSA STERLING	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$56.00
MELONY PETERSON	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$164.00
PATRICK WILLIAMS	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
PHILIP FOLMAR	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$70.00
SHELIA M. CHEEKS	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$98.00
THOMAS GARRETT	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$128.00
TONY GODWIN	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$162.00
WILLIAM HALLFORD	03/18/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$100.00
ADAM WILSON	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
ALEX JEREMY VINSON	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$10.00
ANDREW KILGEN	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
AUGUSTUS FETTERHOFF	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$96.00
BRANDON GEISLER	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$90.00
COREY SMITH	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$140.00
CURTIS CEPHAS	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$247.00
DANYELL JESSY LEBOFF	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$168.00
DAVID BROWN	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$57.00
HARRY GREEN	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$68.00
JAMES FREEMAN	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
JAMES GILMAN	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$38.00
JIMMIE WIGGINS	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$90.00
JONATHAN ATES	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$152.00
JOSHUA MICHAEL RASMUSSEN	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$44.00
KEVIN KELLY	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$23.00
MATTHEW HOUSAM	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$43.50

MICHAEL HOYLAND	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$118.00
NICHOLAS CARPENTER	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$133.00
NORMAN FRYE	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$174.00
PETER RONALD GALLION	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$28.00
RICHARD BAILY	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$45.00
SANTIAGO CARRION-SOSA	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$60.00
SEAN PATTERSON	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$72.00
STANLEY WEHMEIER	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$106.50
TERRY HAMMOCK	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$202.00
THOMAS BORTNER	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$36.00
TIMOTHY COLE	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$30.50
TIMOTHY RUBLE	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
TRAVIS PEACOCK	03/19/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
AARON MYERS	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
ALBERT GEORGE KALBER	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$83.00
ALEXANDER WARK	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$88.00
ANDREW NICHOLS	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$182.00
ANH THACH	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$22.00
BAMBI SELLARS	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$76.00
BRANDON BEECH	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$100.00
BRANDON GODFREY	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
BROC SECOR	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
BURT CRAFT	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$86.00
CALEB ODOM	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
CASEY WARD BOWLING	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$79.00
CHAD ROOP	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$172.50
CHRISTIAN COAD	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$130.00
CHRISTOPHER SOWELL	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
COURTNEY RENEE KITCHENS	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$57.00
CRISTA POPE	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$180.00
DALTON HEIGELE	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$77.00
DARIN VOGHT	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$83.00
DAVID RAPPA	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
DELARIAN WIGGINS	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$29.00
DONALD GRIFFIN	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
DONALD SELLERS	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$81.00
DUSTIN SHAW	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$239.00
EDWARD ROY	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$80.00
EFRAIN NEYOY	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$20.00
EMILEE BRIGHT	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$12.00
ERIC ANDERSON	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$40.00
GRANT MCMULLEN	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
GREGORY NESMITH	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$35.00
HARRY KILPATRICK	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$94.00
HUNTER RYAN OWENS	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
JACOB COTE	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$75.00
JAKE BANDURSKI	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$60.00
JAMES MANN	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$105.50
JAMES MORRIS	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$5.00
JARRETT DE SILVA	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$79.50
JAYSON BARNES	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
JEFFREY GILLESPIE	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$128.00
JEFFREY SWANSON	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$166.00
JENNIFER WATERS	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$24.00
JESSICA WOOD	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
JIMMIE TATUM	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$98.00
JIMMY REAVES	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$68.00
JOHN BEARD	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$65.00
JOHN WATKINS	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$157.00
JOHNATHAN MASHBURN	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
JOSE M OLIVERAS	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$52.00
JOSEPH HEINO	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$112.00
JOSEPH WEBBER	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$56.00
JOSHUA DAVID THOMPSON	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
JOSHUA LAVOIE	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$29.00
JOSHUA TAYLOR	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$64.00
JUSTIN ROBBINS	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$121.00
KENNETH BULL	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$125.00
KEVIN COXWELL	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
KEVIN STACK	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$84.00
KEVIN STIMMELL	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$44.00
MATTHEW JOHNSON	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$70.00

MEAGHAN KEARNS	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$60.00
MICHAEL MINER	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$84.00
MILDRED SMALLWOOD	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$89.00
MITCHELL A. LEUZINGER	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$71.50
MITCHELL STEVENS	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$163.00
NATESHA WEST	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$3.50
PETER KAMAU	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$94.00
PHILIP E GOBLE	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$48.00
ROBERT HARMON	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
ROBERT NELSON	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$134.00
ROMAIN BRISSETT	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$35.50
SANDRA WEBBER	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$192.00
SCOTT RIVKIN	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$27.50
SHEDRICK JOHNSON	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$137.00
TIMYRON YOUNG	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$96.00
TODD GLAZE	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$148.00
TREY KEEGAN	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$52.00
TROY LUCKENBILL	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$123.00
TY BREWTON	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$84.00
WILLIAM POWELL	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$32.00
ZACHARY GITHER	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$21.00
ZACHARY WARD	03/20/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$8.00
BOBBY LAMAR PURVIS III	03/23/2020	001	208201	101001	DTOG-EXTRA DUTY FEES	$16.00
Summary						**$15,787.50**

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028034

Account	Purchase Order	Invoice Number	Amount	Description
001 208104		20APR-06	555.32	PUB RECORDS FEE MAR20

369939

262 BOARD OF COUNTY COMMISSIONERS

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U.S. Pat. No. 6,095,407

EZECSO/CK

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 04/09/20 CHECK NO. 10028034

AMOUNT $ *******555.32*

PAY THE SUM OF FIVE HUNDRED FIFTY FIVE DOLLARS & 32 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

Print Mail 1-866-667-2861

⑈10028034⑈ 063013924⑆674869787⑈

Investigation Costs, Misc, Public Records

Budget Unit: 001 AND Transaction Date: Between Mar 1, 2020 12:00 AM and Mar 31, 2020 11:59 PM AND Account Code: 208104 , 208109

Account Title: Ascending order

Account Title: DTOG-PUBLIC RECORDS FEES

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
Refund of Overpayment ck # 10027962	03/18/2020	001	208104	101001	($3.55)
ECSO RECORDS DEPARTMENT	03/02/2020	001	208104	101001	$11.18
ECSO RECORDS DEPARTMENT	03/04/2020	001	208104	101001	$8.92
ECSO RECORDS DEPARTMENT	03/05/2020	001	208104	101001	$33.54
ECSO RECORDS DEPARTMENT	03/06/2020	001	208104	101001	$54.61
ECSO RECORDS DEPARTMENT	03/09/2020	001	208104	101001	$26.41
ECSO RECORDS DEPARTMENT	03/11/2020	001	208104	101001	$3.75
ECSO RECORDS DEPARTMENT	03/16/2020	001	208104	101001	$115.90
ECSO RECORDS DEPARTMENT	03/17/2020	001	208104	101001	$27.40
ECSO RECORDS DEPARTMENT	03/18/2020	001	208104	101001	$13.49
ECSO RECORDS DEPARTMENT	03/19/2020	001	208104	101001	$18.36
ECSO RECORDS DEPARTMENT	03/25/2020	001	208104	101001	$245.31
DTOG-PUBLIC RECORDS FEES					**$555.32**

3.55 -
11.18 +
8.92 +
33.54 +
54.61 +
26.41 +
3.75 +
115.90 +
27.40 +
13.49 +
18.36 +
245.31 +
555.32 T

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028038

Account	Purchase Order	Invoice Number	Amount	Description
001 208204		20APR-10	1,155.41	AUTO REPAIR MAR20

369939

262 BOARD OF COUNTY COMMISSIONERS

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THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 04/09/20 CHECK NO. 10028038

AMOUNT $ *****1,155.41*

PAY THE SUM OF ONE THOUSAND, ONE HUNDRED FIFTY FIVE DOLLARS & 41 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10028038⑈ 063013924:674869787 8⑈

Print Mail 1-866-667-2861

EZECSO/CK

Auto Repair March 2020

Budget Unit: 001 AND Transaction Date: Between Mar 1, 2020 12:00 AM and Mar 31, 2020 11:59 PM AND Account Code: 208202 , 208204

Account Title	Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
DTOG-AUTO REPAIR WORK						
	ESCAMBIA BOARD OF COUNTY COMMISSION	03/26/2020	001	208204	101001	$852.50
	GENERAL MOTORS	03/16/2020	001	208204	101001	$302.91
DTOG-AUTO REPAIR WORK						**$1,155.41**

0. C

852.50 +
302.91 +
1,155.41 T

0. C

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028035

Account	Purchase Order	Invoice Number	Amount	Description
001 208150		20APR-07	1,397.60	MICS DETAIL RQD MAR20

369939

262 BOARD OF COUNTY COMMISSIONERS

Stop waiting on the mail - Ask us about electronic payments - Contact us at: **payables@escambiaso.com**

U.S. PAT. NO. 6,095,407

EZECSO/CK

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 04/09/20 CHECK NO. 10028035

AMOUNT $ *****1,397.60*

PAY THE SUM OF ONE THOUSAND, THREE HUNDRED NINETY SEVEN DOLLARS & 60 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

Print Mail 1-866-667-2861

⑈10028035⑈ 063013924⑆674869787⑈

See Reverse Side For Easy Opening Instructions

David Morgan, Sheriff - Escambia County Sheriff's Office
1700 West Leonard Street, Pensacola, Florida 32523-8770

VENDOR NO. 262 CHECK NO. 10028039

Account	Purchase Order	Invoice Number	Amount	Description
001 208109		20APR-11	279.75	INV COSTS MAR20

341525

262 BOARD OF COUNTY COMMISSIONERS

Stop waiting on the mail - Ask us about electronic payments - Contact us at: **payables@escambiaso.com**

THIS DOCUMENT HAS A VOID PANTOGRAPH, MICROPRINTING AND AN ARTIFICIAL WATERMARK.

DAVID MORGAN, SHERIFF
ESCAMBIA COUNTY SHERIFF'S OFFICE
GENERAL FUND ACCOUNT
P.O. BOX 18770
PENSACOLA, FLORIDA 32523-8770
(850)436-9541

BBVA Compass Bank
PENSACOLA, FLORIDA

CHECK DATE 04/09/20 CHECK NO. 10028039

AMOUNT $ *******279.75*

PAY THE SUM OF TWO HUNDRED SEVENTY NINE DOLLARS & 75 CENTS

TO THE ORDER OF
BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FL
221 S PALAFOX PLACE STE 140
PENSACOLA FL 32501

David Morgan

⑈10028039⑈ 063013924:674869787 8⑈

Print Mail 1-866-667-2861

EZECSO/CK

Investigation Costs March 2020

Budget Unit: 001 AND Transaction Date: Between Mar 1, 2020 12:00 AM and Mar 31, 2020 11:59 PM AND Account Code: 208104 , 208109

Account Title: Ascending order

Account Title: DTOG-INVESTIGATIONS COSTS

Payer Name	Transaction Date	Budget Unit	Account Code	G/L Cash Account	Transaction Amount
FL DEPT OF CORRECTIONS	03/05/2020	001	208109	101001	$8.59
FL DEPT OF CORRECTIONS	03/17/2020	001	208109	101001	$271.16
DTOG-INVESTIGATIONS COSTS					**$279.75**

0. C

8.59 +
192.31 +
78.85 +
279.75 T

0. C

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

TO: The Board of County Commissioners

THRU: Stephan Hall, Budget Manager

FROM: Henrique Dias, CFO

DATE: 9 April 2020

ISSUE: SBA for FY 2020 Reimbursements – See Attached Spreadsheet

RECOMMENDATION:

That the Board adopts the resolution approving this Supplemental Budget Amendment #_____, in the amount of **$19,175.58** for **March 2020**. Appropriating these funds in the Sheriff's Office General Fund to off-set Operating expenditures related to expenses.

BACKGROUND:

These funds represent payments for funds to include Auto Repair, Off-Duty Employment, Public Records Fees, Firing Range, Investigative Fees, and Misc. Detail RQD.

BUDGETARY IMPACT:

This supplemental Budget Amendment #_____ recognizes the reimbursement for miscellaneous payments and appropriates it in the Sheriff's budget.

LEGAL CONSIDERATION/SIGN-OFF: N/A

FLORIDA
ACCREDITED

PERSONNEL: N/A

POLICY/REQUIREMENT FOR BOARD ACTION/DISCUSSION:

The Board policies require increases and decreases in revenues to be approved by them.

IMPLEMENTATION REQUIREMENTS: N/A

COORDINATION WITH OTHER AGENCIES/PERSONS:

Questions regarding this recommendation may be directed to Henrique Dias, Chief Financial Officer at 436-9541.

CONCUR:

Janice P. Gilley
County Administrator

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, the Escambia County Sheriff has received reimbursement proceeds from off-duty officers for related off-duty employment expenses incurred by the Sheriff's Department, as well as public records requests, auto repair, miscellaneous Sheriff's Fees, and investigative costs.
These funds must now be recognized and appropriated back into the Sheriff's Operating Budget.

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, 2020:

General Fund	001
Fund Name	**Fund Number**

Fund Name	Account Name	Account Code	Amount
001 / General Fund	Miscellaneous - Sheriff Fees	369939	$18,896
001 / General Fund	Investigative Costs	341525	$280
Total			**$19,176**

Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
001 / General Fund	540101 / Administration	59703 / Operating Expenses	$19,176
Total			**$19,176**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Adopted
Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2020.04.15 10:11:02 -05'00'

OMB Approved

Supplemental Budget Amendment
#111

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17770 **County Administrator's Report 12. 27.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Supplemental Budget Amendment #114 - Coronavirus Aid, Relief, and Economic Security (CARES) Act Funding
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #114, Coronavirus Aid, Relief, and Economic Security Act Funding, Clara Long, Interim Neighborhood and Human Services Department Director - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #114, Community Development Block Grant (CDBG) (129), and the General Fund (001), in the amount of $894,881, to recognize the CDBG-CV allocation provided by the U.S. Department of Housing and Urban Development (HUD), under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, and to appropriate these funds to support community development activities that prevent, prepare, and respond to the COVID-19 virus. CDBG funds must be utilized for activities that target low and moderate-income households.

BACKGROUND:

As part of the Coronavirus Aid, Relief, and Economic Security (CARES) Act passed by Congress and signed into law March 27, 2020, the County will receive an allocation of $872,881 in the Community Development Block Grant (CDBG) funds from HUD. These funds will be used to address a wide variety of public health and service activities to prevent, prepare for and respond to the COVID-19 virus. CDBG funds must be utilized for activities that target low and moderate-income households. This Supplemental Budget Amendment also incorporates the transfer of indirect cost to the General Fund, in the amount of $22,000. CDBG is managed by the Neighborhood Enterprise Division of the Neighborhood & Human Services Department.

BUDGETARY IMPACT:

This Amendment will increase Fund 129, in the amount of $872,881, and Fund 001 by $22,000.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenue must be approved by the Board per F.S.129.06 -Execution and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA# 114

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number R2020-

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 been awarded an allocation via the Coronavirus Aid, Relief, and Economic Security (CARES) Act for the Community Development Block Grant (CBDG-CV), and this funding must now be recognized and appropriated.

NOW, THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that in accordance with Florida Statutes, Section 129.06 (2d), it does hereby appropriate in the following funds and accounts in the budget of the fiscal year ending September 30, 2020:

Fund Name	Fund Number
Community Development Block Grant	129
General Fund	001

Revenue Title	Fund Number	Account Code	Amount
CBDG-CV Cares Act	129	331625 (new)	872,881
Indirect Cost	001	369936	22,000
Total			**$894,881**

Appropriations Title	Fund Number/Cost Center	Account Code/ Project Number	Amount
Professional Services	129 / 370238 (new)	53101	44,000
Other Contractual Services	129 / 370238 (new)	53401	100,000
Promotional Activities	129 / 370238 (new)	54801	1,881
Other Current Charges and Obligations	129 / 370238 (new)	54901	22,000
Operating Supplies	129 / 370238 (new)	55201	5,000
Aids to Private Organizations	129 / 370238 (new)	58201	200,000
Other Grants & Aids	129 / 370238 (new)	58301	500,000
Reserves for Operating	001 / 110201	59805	22,000
Total			**$894,881**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall

Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2020.04.15 13:47:24 -05'00'

OMB Approved

Supplemental Budget Amendment
114

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17821 **County Administrator's Report 12. 28.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Supplemental Budget Amendment #121 - Law Enforcement Trust Funds
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Supplemental Budget Amendment #121, Sheriff's Department, Henrique Dias, Chief Finance Officer - Stephan Hall, Budget Manager, Management and Budget Services

That the Board adopt the Resolution approving Supplemental Budget Amendment #121, Law Enforcement Trust Fund (121), in the amount of $39,793, to recognize additional revenues from various law enforcement activities, and to appropriate these funds into the Sheriff's Law Enforcement Trust (LET) Fund Budget, pursuant to Florida Statute 932.7055, to pay vouchers submitted for payment to various outside agencies and related Law Enforcement activities for the remainder of the Fiscal Year 2019/2020.

BACKGROUND:

Per F.S. 932.7055, certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

The amount of $39,793 is the amount collected that has not been recognized for expenditure.

BUDGETARY IMPACT:

This Amendment will increase Fund 121 by $39,793.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Increases and decreases in revenues must be approved by the Board per F.S. 129.06-Executive and amendment of budget.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

SBA#121

Board of County Commissioners
Escambia County
Supplemental Budget Amendment Resolution

Resolution Number
R2020-

WHEREAS, the following revenues were unanticipated in the adopted budget for Escambia County and the Board of County Commissioners now desires to appropriate said funds within the County Budget.

WHEREAS, Escambia County has received a request from the Escambia County Sheriff Department to recognize Law Enforcement Trust Fund receipts, and to reimburse the Escambia County Sheriff Department for for Trust Fund expenditures approved at the April 2, 2020 Board meeting.
These funds must now be recognized and appropriated back into the Sheriff's Operating Budget.

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, 2020:

Law Enforcement Trust Fund	121
Fund Name	**Fund Number**

Fund Name	Account Name	Account Code	Amount
121 / Law Enforcement Trust Fund	Law Enforcement Trust Fund	359005	$38,714
121 / Law Enforcement Trust Fund	Interest Earnings	361001	$1,079
Total			**$39,793**

Fund Name	Cost Center Code/Title	Account Code/ Appropriations Title	Amount
121 / Law Enforcement Trust Fund	540103/ Law Enforcement Trust	58201 Aid to Private Organizations	$39,793
Total			**$39,793**

NOW THEREFORE, be it resolved by the Board of County Commissioners of Escambia County, Florida, that the foregoing Supplemental Budget Amendment be made effective upon adoption of this Resolution.

ATTEST:
PAM CHILDERS
CLERK OF THE CIRCUIT COURT

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Steven Barry, Chairman

Adopted

Stephan Hall
Digitally signed by Stephan Hall
DN: cn=Stephan Hall, o=OMB, ou=MBS, email=sdhall@myescambia.com, c=US
Date: 2020.04.22 10:43:40 -05'00'

OMB Approved

Supplemental Budget Amendment
#121

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17841 **County Administrator's Report 12. 29.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Tax Deed Application for Property Having County-Held Tax Certificates Set to Expire June 1, 2020
From: STEPHAN HALL, Budget Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Tax Deed Application for Property Having County-Held Tax Certificates Set to Expire June 1, 2020 - Stephan Hall, Budget Manager

That the Board approve the Application for Tax Deed List for 13 properties having County-held Tax Certificates set to expire on June 1, 2020 (See provided list). The Tax Deed Application fee is $742 per parcel. The County must deposit fees with the Tax Collector, in the amount of $275 per parcel, and with the Clerk of the Circuit Court, in the amount of $467 per parcel. The total cost for these Tax Deed Applications is $9,646. The parcels that are the subject of this Recommendation are provided as backup. None of the parcels are homesteaded.

Tax Certificates are sold annually, through an online Tax Certificate sale, for delinquent real estate taxes. If taxes remain unpaid, the Certificate holder may file a Tax Deed Application with the Tax Collector's Office two years after the date of delinquency. If not redeemed, the property may be sold at a public auction conducted by the Clerk of the Circuit Court. Florida Statute 197.502(3) provides that the County in which the property described in the Certificate is located shall apply for a tax deed on all County-held Certificates on property valued at $5,000 or more on the Property Appraiser's most recent assessment roll, and may apply for tax deeds on Certificates on property valued at less than $5,000 on the Property Appraiser's most recent assessment roll. There are three of the subject properties valued at $5,000 or above, and the remainder are valued below $5,000. The County has held a Tax Certificate on each of these parcels for almost seven years, and the Certificates are set to expire on June 1, 2020. This is the County's last chance to attempt to collect on these delinquent taxes.

[Funding Source: Fund 001, General Fund, Cost Center 110201]

BACKGROUND:

The County currently holds tax certificates on each property referenced in the provided list. Florida Statute 197.502(3) provides that the County in which the property described in the certificate is located shall apply for a tax deed on all County-held certificates on property valued at $5,000 or more on the Property Appraiser's most recent assessment roll, and may apply for tax deeds on certificates on property valued at less than $5,000 on the Property Appraiser's most recent assessment roll. The Tax Deed Application fees total $742 per parcel (Tax Collector: title search $200 and application fee $75; Clerk of the Circuit Court: Clerk/Auction Fee $130, Sheriff $120, Legal Advertisement $200, and Recording of Notice of Application/prep fees $17).

In addition to all other required notices, the property owners were mailed a first class notice by Management and Budget Services staff notifying them that the property could be subject to public auction if taxes/assessments are not paid.

BUDGETARY IMPACT:

The total cost for these tax deed Applications is $9,646. Funds are available in the General Fund (001), 110201.

LEGAL CONSIDERATIONS/SIGN-OFF:

This process is in compliance with Florida Statute 197.502(3).

PERSONNEL:

Management and Budget Services' staff will apply for the Tax Deed Applications and request checks payable to the Tax Collector and Clerk of the Circuit Court.

POLICY/REQUIREMENT FOR BOARD ACTION:

Florida Statute 197.502(3)

IMPLEMENTATION/COORDINATION:

Notification will be given and payment will be made to the Tax Collector's Office.

Attachments

Tax Deed Application List

Tax Deed Application List
(Certificates Set to Expire on June 1, 2020)

	Account	Reference	Property Owner(s)	2019 PA Assessment	Dist	Vacant/ Improved	Acreage	HX	Property Address
1	06-0008-000	162S301001050002	Rena Lee	$ 2,565.00	3	Vacant Ind	0.1021	No	Fairfield Dr Off Of
2	06-0015-000	162S301001110002	Ronald T Reese Sr	$ 2,565.00	3	Vacant Ind	0.1021	No	Fairfield Dr Off Of
3	07-0752-100	342S300640013064	Birch Glade Development Co	$ 2,850.00	3	Vacant	0.0876	No	800 Blk Dominquez St
4	07-0972-000	342S300824012004	Paul G Thayer	$ 5,250.00	2	Vacant	0.3372	No	125 Alice St
5	08-1031-000	502S305040002007	Hilda Greene	$ 2,550.00	2	Vacant	0.0522	No	600 Blk Edwards St
6	08-1720-000	502S306060001008	Issac McFarlin	$ 2,100.00	2	Vacant	0.1579	No	Raymond St Behind
7	12-2127-050	366N314406000000	Mervin R. Smith 1/4 Int Estate of Major Cooper 3/4 Int	$ 4,788.00	5	Vacant	1.1125	No	765 Backwoods Dr
8	12-3561-000	024N334400000308	Est of Bertha Themes Gulley	$ 3,325.00	5	Vacant	0.9453	No	100 Blk Juniper St
9	12-3186-030	045N333230000012	Est of Wess Lee Flowers	$ 4,038.00	5	Vacant	1.8503	No	Off Nokomis Rd
10	12-3833-000	055N332303000000	Joan Roley Williams	$ 3,591.00	5	Vacant	0.9425	No	8300 Blk Nokomis Rd
11	11-4035-100	161N312401000004	Timothy & Janice F Jordan	$ 3,990.00	5	Vacant	0.7482	No	Booker Ave
12	15-0651-000	000S009060024053	Louise W Crosley	$ 2,288.00	3	Vacant	0.0877	No	1100 Blk W Desoto St
13	15-0662-000	000S009060120056	Carothers Land Corp	$ 3,920.00	3	Vacant	0.0356	No	1200 Blk W Cervantes

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17783 **County Administrator's Report 12. 30.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Purchase of 10 Tri-Axle Dump Trucks
From: Wes Moreno, Director, Public Works
Organization: Public Works
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Purchase of Ten Tri-Axle Dump Trucks - Wes Moreno, Public Works Department Director

That the Board approve and authorize the County Administrator to sign a purchase order for the purchase of 10 Mack GR64F Dump Trucks equipped with 16'/21 yard Logan Elliptical tub style bodies from Gulf Coast Truck & Equipment, at a price of $158,316 each/$1,583,160 for 10.

BACKGROUND:

The Public Works Department has a fleet of 28, 2007 model Mack Dump Trucks. These trucks are high mileage and carry an average maintenance cost of $26,000 per truck. The purchase of these ten Mack GR64F trucks will allow for the surplus of ten of the most high maintenance trucks at a guaranteed price of $55,000 per truck. Escambia County Fleet will not incur any maintenance or repair cost for the first 36 months. Additionaly, the County is guaranteed 90% ($142,484.40) of the purchase price should the County decide to roll these trucks in the 13th month of ownership.

BUDGETARY IMPACT:

$1,583,160 from Fund 175, Transportation Trust Fund, Cost Center 56401

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

All work associated with this Recommendation was done in-house, 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.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Supporting Documents for Dump Trucks

JMWOOD
AUCTION COMPANY, INC.
THE EQUIPMENT AUCTIONEERS
Corporate Office: 3475 Ashley Road, Montgomery, AL 36108
South Carolina Office: 115 Belvedere Circle, West Columbia, SC 29172
Phone: 334.264.3265; Fax 334.269.6990

March 6, 2020

Mr. Jamie Higdon
Escambia County Board of County Commissioners
221 Palafox Place
Pensacola, Florida 32502

Re: Truck Rotation

Dear Mr. Higdon:

We want to thank you for allowing J.M. Wood Auction Company, Inc. the opportunity of submitting a proposal on the auction of your surplus equipment. Since 1973, J.M. Wood Auction Co. Inc. has conducted thousands of public auctions and sold billions of dollars of heavy machinery and trucks to buyers across the world. We believe our marketing methods along with our extensive global reach to buyers are necessary for you to achieve the true global market value of your assets.

- **Auction Location and Date:** The proposed auctions will be **June 9-11, 2020 and June 2021** at our state-of-the-art auction facility in Montgomery, Alabama.

- **Traditional Auction Marketing:** J.M. Wood Auction will promote and feature your equipment in our full color auction magazine. A personalized mailing list will be selected from our database of over 100,000 domestic and international buyers. We will select potential buyers to market to by targeting recent buying patterns, trending industries and regional activity. Your auction will be promoted in numerous industry specific trade magazines as well as in over (300) newspapers reaching a broad range of potential buyers.

- **Online Auction Marketing:** Our team will go to work immediately posting your inventory with multiple photos and inspections on JMWood.com. Our website is an essential tool in reaching thousands of buyers who visit our site daily. Your inventory will also be posted on numerous worldwide industry related sites in front of millions buyers searching for equipment for their operations in countries across the globe. Your equipment will also be featured in J.M. Wood Auction's award winning social media marketing campaign consisting of outlets such as Face book, Twitter, YouTube and more. J.M. Wood Auction has been recognized by both Facebook and Constant Contact as one of their annual top performing marketing companies.

- **Auction Delivery, Pre-Auction Services and Set Up:** We encourage you to schedule delivery of your equipment to the auction facility as soon as possible. This allows adequate time for pre- auction services such as detailed inspection reports, photography, video, clean-up and repairs. J.M. Wood Auction will provide the seller with a detailed report on any repairs and clean-up deemed necessary to make the equipment bring the maximum dollar. No

repairs will be made without prior consent from seller. J.M Wood Auction will coordinate an on-site detailed clean-up service on the equipment listed on the sellers (Exhibit "A"). J.M. Wood Auction will have representatives aggressively marketing your equipment and answering questions from prospective buyers prior to the auction.

- **Auction Day:** With over 40 years in the auction business, it is in our blood. We live for auction day and it is exciting! When you arrive at one of our world class drive through auction facilities you will find a team of professionals that know and love their job. A detailed auction catalog with lot numbers will be presented to all the pre-approved buyers on hand. The equipment will be paraded past the auction theatre full of attendees and broadcast live on the internet as well. We will furnish all personnel to conduct the auction, collect proceeds, and assist in load-out.

- **Online Auction Bidding:** JMWoodLive.com is our exclusive proprietary online bidding service. Since its inception we have registered tens of thousands of pre-approved national and international buyers. Multiple photos of the exterior, interior and components of every item will be posted for online buyers. In addition, we provide detailed inspection services on any equipment the prospective buyer may need.

- **Buyer Services:** Prior to the auction, J.M. Wood Auction provides the buyer with detailed inspection services, financing options and logistical estimates. After the auction, we will coordinate logistics as well as dismantle and containerize equipment headed to the port.

- **Post Auction and Payment Terms:** J.M. Wood Auction will furnish a computerized statement of each item sold. We will issue seller a check for full settlement within twelve (12) banking days after the date of auction.

- **Liens and Encumbrances:** Auctioneer acts as Sellers agent. Seller guarantees that he/she is the sole owner of items being sold and states that items are free of all mortgage's liens and encumbrances. Seller agrees to disclose all specific liens, blanket liens, mortgages, taxes, encumbrances or claims of any sort and states he is not connected to claim by Bankrupt Court or IRS. In the event such claim should exist Seller agrees to pay all legal expense incurred by Auctioneer to protect and defend clear title. Seller hereby authorizes J.M. Wood Auction Co., Inc. (hereby known as Auctioneer) at the absolute discretion of Auctioneer to carry out title searches in respect of the equipment at the expense of Seller, but in no case shall Auctioneer have a duty to conduct, nor be responsible for the results of any such title search.

- ***Proposal- Phase One: (Financial Guarantee on 2007 Mack Dumps)***

J.M. Wood Auction Company, Inc. gives Escambia County Board of County Commissioners a gross financial guarantee of **$550,000.00** for the equipment listed below (Exhibit "A"). A commission rate of **7% Absolute** will be charged to gross sales. The auction will be held in June 9-11, 2020. JM Wood Auction will deliver the trucks for The Escambia County Board of County Commissioners at our expense. Trucks must meet conditions of guarantee as listed below.

(Exhibit "A")
(10) 2007 Mack CTP713, Tri Axle, MP7 405M, 10 spd, 44K rears, 4.42 ratio, 16' Ox dump body
1M2AT04C07M001521
1M2AT04C27M001522
1M2AT04C97M001534
1M2AT04C20M001535

1M2AT04C27M001536
1M2AT04C37M006406
1M2AT04C57M006007
1M2AT04C97M006409
1M2AT04C57M003410
1M2AT04CX7M006418

CONDITIONS OF GUARANTEE

1. Vehicles must be in road-worthy condition, including engine (example; water in the oil or excessive blow-by not acceptable). Brakes must be at least 60%.
2. Body damage on cab or body is not accepted. Broken glass not accepted, any factory-installed equipment must be in working condition (radio, air conditioner, driving lights). All units must crank on the key.
3. Tires must have sound casing, average 60% remaining tread with original rubber (NO RECAPS) on the front tires. Recaps with sound casing and 60% remaining tread depth are acceptable on rear tires. Each Mack Truck must have matched tread on rear axles.
4. Trucks must be delivered with clear and acceptable titles at time of sell.
5. Dump Body and Flat Body all hoist working properly, no hydraulic leaks, PTO working properly, sidewalls and floors in saleable condition (no major bends, pits, or breaks).
6. Trucks must be delivered with on road fuel. No "OFF ROAD" fuel is acceptable and will require that we replace the fuel and fuel filters on the units in question.

❖ *Proposal- Phase Two: (Financial Guarantee on 2021 Mack Dumps)*

J.M. Wood Auction Company, Inc. gives The Escambia County Board of County Commissioners a gross financial guarantee of **90% of New Truck Cost** for the equipment listed below (Exhibit "B"). A commission rate of **7% Absolute** will be charged to gross sales. These trucks will have to sell in the June 2021 auction to receive this guarantee. JM Wood Auction will deliver the trucks for The Escambia County Board of County Commissioners at our expense. Please note: Escambia County Florida has the right to extend the rotation of these trucks subject to revaluation of guarantee.

(Exhibit "B").
(10) 2021 Mack GR64F, Tri Axle, MP8 425, Allison A/T, 46K rears, 16' Logan Elliptical Dump bodies
1M2GR3GC8MM021839
1M2GR3GC4MM021840
1M2GR3GC6MM021841
1M2GR3GC8MM021842
1M2GR3GCXMM021843
1M2GR3GC1MM021844
1M2GR3GC3MM021845
1M2GR3GC5MM021846
1M2GR3GC7MM021847
1M2GR3GC9MM021848

Terms: Trucks are not to exceed 25,000 miles, tires and brakes must be 60% or better, no sheet metal damage, no broken glass. If truck specifications change financial guarantee is subject to revaluation. Escambia County Florida has the right to extend the rotation of these trucks subject to revaluation of guarantee.

PLEASE NOTE: This annual service agreement option is good until June 30, 2021.
We would like to thank you for allowing **J.M. WOOD AUCTION COMPANY, INC.** to present this proposal to you and we look forward to conducting your auction.

"We Turn Equipment into Cash"

The Escambia County Board of County Commissioners

John D. Gray, Vice President
J.M. Wood Auction Co., Inc
Florida Auctioneer's License AC# 0187897

Date

Bryant S. Wood, Vice President
J.M. Wood Auction Co., Inc.

Date

Ruston R. Wood
J.M. Wood Auction Co., Inc.
Florida Auctioneer's License AC# 2736039 / AU3527

Date

THIS DOCUMENT IS CONFIDENTAL; IT CONTAINS PROPRIETARY INFORMATION THAT IS INTENDED ONLY FOR USE BY AUTHORIZED J.M. WOOD AUCTION CO., INC. REPRESENTATIVES AND AUCTIONEERS. THIS DOCUMENT MAY NOT BE COPIED OR SHARED WITH ANY PARTY OTHER THAN J.M. WOOD AUCTION CO., INC. UNAUTHORIZED USE IS STRICTLY PROHIBITED.

Buyer's Order GULF COAST TRUCK & EQUIPMENT CO., INC.

Deal No. DE-02065
Cust No. 60121

12445 Hwy. 10 W
PINE HILL, ALABAMA 36769
Phone 963-4361
1-800-492-6225

2260 Halls Mill Road
MOBILE, ALABAMA 36606
Phone 476-2744
1-800-821-6827

736 Twitchell Road
DOTHAN, ALABAMA 36301
Phone 794-2695
1-800-760-6225

2120 N Belt Dr.
MONTGOMERY, AL 36110
Phone 834-9550
1-800-995-8899

Sales Person: COLE RYAN **Invoice #:** **Contract Date:**

Bill To: 60121
ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
601 HWY 297A
CANTONMENT, , FL 32533
P:(850) 937-2123

Ship To:
ESCAMBIA COUNTY PUBLIC WORKS DEPARTMENT
601 HWY 297A
CANTONMENT, , FL 32533

Stock#:	VIN:	NEW 0	Price:	$1,583,160.00
			Total Price	$1,583,160.00
			Total	$1,583,160.00

This price is for (10) 2021 Mack GR64F tucks equipped with 16'/21 yard Logan Elliptical Tub style bodies

GCT
Gulf Coast Truck & Eq.

All warranties on this vehicle are the manufacturer's. The seller, GULF COAST TRUCK & EQUIPMENT CO., INC., hereby expressly disclaims all warranties, either express or implied warranty of merchantability or fines& for a particular purpose, and GULF COAST TRUCK & EQUIPMENT CO., INC. neither assumes nor authorizes any person to assume for ii any liabilily in connection with the sale of this vehicle. This disclaimer by GULF COAST TRUCK & EQUIPMENT CO., INC. in no way affects the terms of the manufacturer's warranty.

Purchaser's Signature *Date* *Sales Representative*

Co-Purchaser's Signature *Date* *Manager's Signature* *Date*

Recommendation Statement

Gulf Coast Truck and Equipment has submitted a quote for $158,316.00 per 2021 Mack Tri-Axle Dump Truck with a hard body. We are looking to purchase ten units, for a total of $1,583,160.00, with a guarantee of a minimum return price of $55,000.00 per 2007 Mack Tri-Axle Dump Trucks, from our current fleet, at auction. After the first year, they are also guaranteeing a minimum of ninety percent of the original purchase price buyback, $142,484.40. Escambia County Fleet will not incur any maintenance or repair costs during this time. Maintenance and repairs will be provided by Gulf Coast Truck and Equipment.

On our current fleet of dump trucks we are averaging $26,400 per year per unit for maintenance and repair cost and anticipating increased costs due to major motor and transmission repairs, which we are starting to experience.

At Escambia County Fleet, we are constantly seeking ways to decrease costs, increase productivity and reduce downtime. We feel that this will be a step in the right direction.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17725 **County Administrator's Report 12. 31.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Reallocation of Capital Improvement Program Funds for Perdido Key Multi-Use Trail
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Reallocation of Capital Improvement Program Funds for Perdido Key Multi-Use Trail - Joy Jones, P.E., Engineering Department Director

That the Board take the following action concerning the Reallocation of Capital Improvement Program Funds for Perdido Key Multi-Use Trail:

A. Approve the reallocation of project savings from the Perdido Key Pedestrian Crossings Project to fund the final engineering design phase of the west segment of Perdido Key Multi-Use Trail, in the amount of $28,383.99; and

B. Approve the issuance of a Purchase Order to American Consulting Professionals, LLC, on Contract PD 02-03.79, Professional Services, in the amount of $28,383.99, to complete the 100% (Final) Engineering Design Scope.

[Funding Source: Fund 353, Local Option Sales Tax (LOST) IV, Account 110102, Commission District 2 Discretionary Funds]

BACKGROUND:

Perdido Key Multi-Use Trail design is currently at 90% design for the two segments from the Alabama State Line to Gongora Drive as delivered from the Florida Department of Transportation (FDOT).

This west segment, approximately 2.45 miles, is programmed by FDOT for full construction funding to Escambia County, via a Local Agency Program (LAP) Grant, in the amount of $1.76 million, available after July 1, 2020. In order for Escambia County to receive this funding, the County must complete the final

engineering design. American Consulting Professionals, LLC, has prepared a negotiated scope and fee of $28,383.99, to bring the design of these plans to 100% completion, including utility coordination, environmental permitting, bidding, and project close-out certifications.

In March 2020, the Perdido Key Crosswalks Project (5 locations) was completed, under budget by approximately $87,280.00. Approval of this Recommendation will allow staff to reallocate the necessary funds from the Perdido Key Crosswalks Project to the Engineering Design Phase of the West Segment of the Perdido Key Multi-Use Trail Project.

BUDGETARY IMPACT:

Funding is available in Fund 353, Local Option Sales Tax (LOST) IV, Account 110102, Commission District 2 Discretionary Funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Prioritization of Capital Improvement Projects is at the discretion of the Board.

In addition, 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. Per the guidance received at the October 3, 2019, Board meeting, all purchases over $25,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this request, a Budget Amendment will be forwarded to Office of the Management and Budget to reallocate the funds to Perdido Key Multi-Use Trail.

In addition, Engineering Department staff will work with the Purchasing Office staff to prepare a Purchase Order.

Attachments

Scope of Work, Fee Proposal and associated documents

SCOPE OF WORK

March 27, 2020

Design Services for CR 292 from Alabama State Line to west entrance of Perdido Key State Park

INTRODUCTION

Escambia County (the County) has requested that American Consulting Professionals, LLC (American) provide engineering services to finalize design plans for the shared use path within the above project limits. The services will include design, utility coordination, permitting, preparation of construction plans and specifications and optional services for public involvement and amenities design.

The scope for this project is as follows:

INDEX OF TASKS

Task 100 Coordination Meetings

Task 200 Shared Use Path Design

Task 300 Utility Coordination

Task 400 Environmental Permitting

Task 500 Bid Tabulation and Cost Estimating

Task 600 Construction Services

Task 700 Post Design Services

TASK 100 COORDINATION OF MEETINGS

TASK 101 COUNTY STAFF PHASE SUBMITTAL PROGRESS MEETINGS

America will schedule and facilitate progress meetings with County Staff at each phase submittal (Final). At these meetings American will discuss the project, receive written comments from County personnel, respond to comments received, and incorporate changes to the construction plans and specifications resulting from such comments.

TASK 102 PROGRESS MEETINGS

American will participate in two (2) monthly progress meetings with the County to discuss the current status of the project. Meeting minutes will be recorded for each meeting and electronic copies of these will be forwarded to the County.

Task 200 Shared Use Path Design

American will provide the engineering services required to finalize the shared use path horizontal and vertical geometry, and ensure the plans are updated to the most recent FDOT Standard Plans requirements. The following is a list of items to be completed:

- Update plans to most recent FDOT Standard Plans requirements
- Coordination efforts with ALDOT on proposed improvements and status update
- Field review to confirm survey data matches current field conditions. Adjust topo as needed for changes based on field measurements (no additional survey)
- Adjust plans, if needed, to accommodate lighted cross walks currently under design by Escambia County
- Bring essential design files up to Escambia County requirements (AutoCadd)
- Update pay items to Escambia County pay items
- Update cost estimate for Escambia County cost/items
- Notification letters to property owners with amenities within the County's right of way that will be impacted by construction
- Prepare specification package

Task 300 Utility Coordination

American will invite utility owners affected by the proposed design/construction to attend and participate in one (1) plan-in-hand walk-through meeting with the utility owners to discuss the updated final plans and the necessary utility relocation/adjustment efforts and time lines. Additional follow-up discussions with each utility owner via phone, email, etc. will be coordinated and documented. An updated utility conflict matrix with resolution for each conflict will be finalized.

Task 400 Environmental Permitting

American will provide the necessary documentation required to acquire an exemption letter from the Northwest Florida Water Management District (NWFWMD) to construct the shared use path improvements associated with this project.

Permit Application Fee

NWFWMD permit exemption fee is $100.

Permitting Timeframes

The NWFWMD permit exemption process may take 30 days from date of complete application.

Task 500 Bid Tabulation and Cost Estimating

American will prepare a Bid Tabulation that contains the following information:

- Pay item number
- Description of pay item
- Quantity and unit of measure
- Blank line for Contract Unit Price/Unit Price Extension

Task 600 Construction Services

During construction, American will be available to address questions from the Contractor/CEI/Escambia County personnel. This may include field meetings as necessary to facilitate adjustments and address questions.

Task 700 Post Design Services

American will provide final as built plans based on information received from the CEI.

DELIVERABLES

Documents

Roadway Design Documentation
Cost Estimate
Roadway Construction Plans
Bid Tabulation
Specifications Package

American will provide two (2) plan submittals:

One (1) 100% and one (1) "Released for Construction" submittal:

100% Submittal

Plans: Three (3) hard copies & 1 PDF copy of 11" x 17" drawings

- 100% Roadway Plans

Documents: One (1) Hard Copy and One (1) PDF Copy

- 100% Roadway Design Documentation
- 100% Cost Estimate
- Preliminary Specifications Package
- Preliminary Bid Tabulation

Final Submittal/"Release for Construction"

Plans: Three (3) hard copies & 1 PDF copy of 11" x 17" drawings

- Final Signed & Sealed Roadway Plans

In addition, One (1) CD containing essential drawing files in AutoCADD DWG Format.

Documents: One (1) Hard Copy and One (1) PDF Copy

- Roadway Design Documentation
- Cost Estimate (Excel)
- Specifications Package (Word)
- Bid Tabulation (Excel/Word)

Meetings

As described in scope.

Schedule

American plans to complete Tasks 100 thru 700 – 240 calendar days from notice to proceed. A schedule will be determined at the time of authorization.

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: SR 292 (Perdido Key Drive) from the Alabama Line to the W. Entrance of Perdido Key State Park
County: Escambia
FPN: 438908-2-32-01
FAP No.: 1/0/1900

Consultant Name: American Consulting
Consultant No.: enter consultants proj. number
Date: 3/31/2020
Estimator: insert name

Staff Hour Distribution Percentages - American Consulting

WORK ACTIVITY	Hours from "Summary" sheet	Project Manager	Chief Engineer	Sr. Engineer	Sr. Project Engineer	Engineer	Engineer Intern	Sr. Environmental Specialist	Chief Designer	Designer	Secretary	Staff Class 11	Staff Class 12	Total
3. Project General and Project Common Tasks	56	20.0%	0.0%	0.0%	0.0%	0.0%	45.0%	0.0%	20.0%	5.0%	10.0%	0.0%	0.0%	100.00%
4. Roadway Analysis	54	5.0%	0.0%	0.0%	5.0%	0.0%	60.0%	0.0%	25.0%	5.0%	0.0%	0.0%	0.0%	100.00%
5. Roadway Plans	25	0.0%	0.0%	0.0%	5.0%	0.0%	60.0%	0.0%	15.0%	20.0%	0.0%	0.0%	0.0%	100.00%
6a. Drainage Analysis	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%
6b. Drainage Plans	4	0.0%	0.0%	0.0%	5.0%	0.0%	80.0%	0.0%	15.0%	0.0%	0.0%	0.0%	0.0%	100.00%
7. Utilities	20	15.0%	0.0%	0.0%	5.0%	0.0%	55.0%	0.0%	15.0%	10.0%	0.0%	0.0%	0.0%	100.00%
8. Environmental Permits, Compliance & Clearan	0	0.0%	0.0%	0.0%	5.0%	0.0%	10.0%	75.0%	10.0%	0.0%	0.0%	0.0%	0.0%	100.00%
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	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%
10. Structures - Bridge Development Report	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%
11. Structures - Temporary Bridge	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%
12. Structures - Short Span Concrete Bridge	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%
13. Structures - Medium Span Concrete Bridge	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%
14. Structures - Structural Steel Bridge	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%
15. Structures - Segmental Concrete Bridge	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%
16. Structures - Movable Span	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%
17. Structures - Retaining Walls	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. Structures - Miscellaneous	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%
19. Signing & Pavement Marking Analysis	7	0.0%	0.0%	0.0%	5.0%	0.0%	70.0%	0.0%	20.0%	5.0%	0.0%	0.0%	0.0%	100.00%
20. Signing & Pavement Marking Plans	4	0.0%	0.0%	0.0%	5.0%	0.0%	50.0%	0.0%	25.0%	20.0%	0.0%	0.0%	0.0%	100.00%
21. Signalization Analysis	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%
22. Signalization Plans	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%
23. Lighting Analysis	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%
24. Lighting Plans	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%
25. Landscape Architecture Analysis	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%
26. Landscape Architecture Plans	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%
27. Survey (Field & Office Support)	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%
28. Photogrammetry	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%
29. Mapping	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%
30. Terrestrial Mobile LiDAR	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%
31. Architecture Development	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%
32. Noise Barriers Impact Design Assessment	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%
33. Intelligent Transportation Systems Analysis	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%
34. Intelligent Transportation Systems Plans	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%
35. Geotechnical	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%

Distribution of Staff Hours For - American Consulting

Staff Classification	Hours from "Summary" sheet	Project Manager	Chief Engineer	Sr. Engineer	Sr. Project Engineer	Engineer	Engineer Intern	Sr. Environmental Specialist	Chief Designer	Designer	Secretary	Staff Class 11	Staff Class 12	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$276.61	$320.18	$256.22	$218.58	$130.89	$98.26	$196.74	$168.78	$98.26	$70.41	$0.00	$0.00			
3. Project General and Project Common Tasks	56	11	0	0	0	0	25	0	11	3	6	0	0	56	$8,134	$145.25
4. Roadway Analysis	54	3	0	0	3	0	32	0	14	3	0	0	0	54	$7,064	$130.82
5. Roadway Plans	25	0	0	0	1	0	15	0	4	5	0	0	0	25	$2,871	$114.85
6a. Drainage Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
6b. Drainage Plans	4	0	0	0	0	0	3	0	1	0	0	0	0	4	$459	$114.85
7. Utilities	20	3	0	0	1	0	11	0	3	2	0	0	0	20	$2,832	$141.61
8. Environmental Permits, Compliance & Clearan	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
9. Structures - Misc. Tasks, Dwgs, Non-Tech.	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
10. Structures - Bridge Development Report	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
11. Structures - Temporary Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
12. Structures - Short Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
13. Structures - Medium Span Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
14. Structures - Structural Steel Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
15. Structures - Segmental Concrete Bridge	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
16. Structures - Movable Span	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
17. Structures - Retaining Walls	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
18. Structures - Miscellaneous	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
19. Signing & Pavement Marking Analysis	7	0	0	0	0	0	5	0	1	0	0	0	0	7	$829	$118.38
20. Signing & Pavement Marking Plans	4	0	0	0	0	0	2	0	1	1	0	0	0	4	$488	$121.91
21. Signalization Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
22. Signalization Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
23. Lighting Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
24. Lighting Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
25. Landscape Architecture Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
26. Landscape Architecture Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
27. Survey (Field & Office Support)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
28. Photogrammetry	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
29. Mapping	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
30. Terrestrial Mobile LiDAR	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
31. Architecture Development	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
32. Noise Barriers Impact Design Assessment	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
33. Intelligent Transportation Systems Analysis	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
34. Intelligent Transportation Systems Plans	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
35. Geotechnical	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	#DIV/0!
Total Staff Hours	170	17	0	0	6	0	94	0	34	14	6	0	0	170		
Total Staff Cost		$4,702.37	$0.00	$0.00	$1,311.48	$0.00	$9,236.44	$0.00	$5,738.52	$1,375.64	$422.46	$0.00	$0.00		**$22,786.91**	**$134.04**

Survey Field Days by Subconsultant	
4 - Person Crew:	

Notes:
1. This sheet to be used by Prime Consultant to calculate the Grand Total fee.
2. Manually enter fee from each subconsultant. Unused subconsultant rows may be hidden.

SALARY RELATED COSTS:					$22,786.91
OVERHEAD:	0.000%				$0.00
OPERATING MARGIN:	0.000%				$0.00
FCCM (Facilities Capital Cost Money):	0.000%				$0.00
EXPENSES:	0.000%				$0.00
Survey (Field Days - if by Prime)	0	4-man crew days @	$ -	/ day	$0.00
SUBTOTAL ESTIMATED FEE:					**$22,786.91**
Subconsultant: 0					#REF!
Subconsultant: 0					$0.00
Subconsultant: 0					$0.00
Subconsultant: 0					$0.00
Subconsultant: 0					$0.00
Subconsultant: 0					$0.00
Subconsultant: 0					$0.00
Subconsultant: 0					$0.00
Subconsultant: 0					$0.00
Subconsultant: 0					$0.00
Subconsultant: 0					$0.00
SUBTOTAL ESTIMATED FEE:					**#REF!**
Geotechnical Field and Lab Testing (automatically pulls from Tab 35b)					$0.00
SUBTOTAL ESTIMATED FEE:					**#REF!**
Optional Services - (Describe)					$0.00
Optional Services - Plans Update					$0.00
GRAND TOTAL ESTIMATED FEE:					**#REF!**

CR 292
Perdido Key Drive Multi-Use Path
West
Optional Services

Activity		Project Manager $276.61	Sr. Project $218.58	Engineer $130.89	Eng Intern $98.26	Chief Designer $168.78	Admin $70.41	Environmentalist $98.53	Total Staff Hours	Total Cost of Activity
Task 600	**Services During Construciton**	4	0	4	4	4	0	0	16	$2,698.16
Task 700	**Post Design Services**	2	2	2	2	8	0	0	16	$2,798.92
	ACE Fee								32	**$5,497.08**
						Task 100-500 (See separate file)				$22,786.91
						Permit Exemption fee for Shared Use path				$100.00
						Grand Total				**$28,383.99**

American Consulting Engineers of Florida, LLC

American Consulting Professionals, LLC

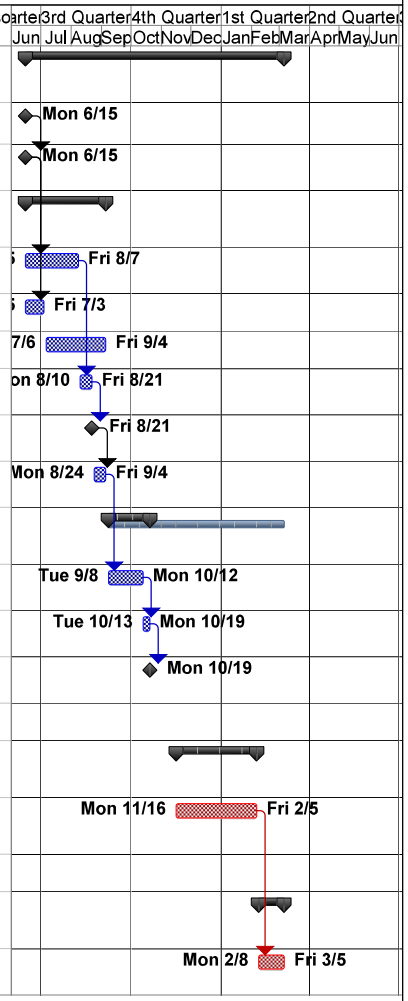
Rate Calculation Information

Overheard	239.72
Operating margin	25.00
FCCM	0.259
Expenses	5.81
Total	270.789

Perdido Key Drive From the Alabama State Line to the West Entrance of Perdido Key State Park
Escambia County

American CONSULTING

ID	Text1	Task Name	Duration	Start	Finish	% Complete	Successor	Predecessor
1		**Overall Project**	**190 days**	**Mon 6/15/20**	**Fri 3/5/21**	0%		
2		*Consultant Contract Executed*	0 days	Mon 6/15/20	Mon 6/15/20	0%	3	
3		*NOTICE TO PROCEED*	0 days	Mon 6/15/20	Mon 6/15/20	0%	5,6	2
4		**Phase IV PLANS**	**60 days**	**Mon 6/15/20**	**Fri 9/4/20**	0%		
5		Prepare Phase IV Roadway Plans, Specs & Cost Estimate	40 days	Mon 6/15/20	Fri 8/7/20	0%	8	3
6		Utility Coordination	15 days	Mon 6/15/20	Fri 7/3/20	0%		3
7		Permitting	45 days	Mon 7/6/20	Fri 9/4/20	0%		
8		QA/QC of Plans and Fixup	10 days	Mon 8/10/20	Fri 8/21/20	0%	9	5
9		Submit Phase IV Plans to County & Utilities	0 days	Fri 8/21/20	Fri 8/21/20	0%	10	8
10		County & Utility Review	10 days	Mon 8/24/20	Fri 9/4/20	0%	12	9
11		**Final Plans**	**30 days**	**Tue 9/8/20**	**Mon 10/19/20**	0%		
12		Prepare Final Roadway Plans	25 days	Tue 9/8/20	Mon 10/12/20	0%	13	10
13		QA/QC of Plans and Fixup	5 days	Tue 10/13/20	Mon 10/19/20	0%	14	12
14		**Submit Final Roadway Plans**	0 days	Mon 10/19/20	Mon 10/19/20	0%		13
15								
16		**Construction Services**	**60 days**	**Mon 11/16/20**	**Fri 2/5/21**	0%		
17		Construction Services	60 days	Mon 11/16/20	Fri 2/5/21	0%	20	
18								
19		**Post Design Services**	**20 days**	**Mon 2/8/21**	**Fri 3/5/21**	0%		
20		Post Design Services	20 days	Mon 2/8/21	Fri 3/5/21	0%		17



Project: Perdido Key Drive, Escambia County
Date: Mon 3/30/20
schedule-proposal_20200330.mpp

Task	Split	Manual Task	
Critical Task	External Tasks	Duration-only	
Milestone	Project Summary	Manual Summary Rollup	
Summary	Group By Summary	Manual Summary	
Rolled Up Task	Inactive Task	Start-only	
Rolled Up Critical Task	Inactive Task	Finish-only	
Rolled Up Milestone	Inactive Milestone	Progress	
Rolled Up Progress	Inactive Summary		

Checklist
Document Review / Signature Request

From	John Rosenau		
Date	3/24/2020		
Description	A&E Selection		
Project	Perdido Key Multi-Use Path West		
Deadline	3/25/2020		
Action Needed	Three Engineering Firms for RLI		
Routing Notes			
Routed Thru: Supervisor	Digitally signed by James Duncan Date: 2020.03.24 13:57:16 -05'00'	Date	
Routed Thru: Division Manager	Digitally signed by James Duncan Date: 2020.03.24 13:57:37 -05'00'	Date	
Routed Thru: Accounting	Digitally signed by Robin Lambert Date: 2020.03.24 14:13:03 -05'00'	Date	BCC Approval required to use $80K in LOST IV
Approved By: County Engineer	Digitally signed by Joy Jones DN: cn=Joy Jones, o=BCC, ou=Public Works, email=djjones@myescambia.com, c=US Date: 2020.03.25 14:35:27 -05'00'	Date	
County Engineer's Comments	Award shall not proceed until funds are allocated by the BCC.		

Revised 06-27-16

Project Name: Perdido key Drive Multi-Use Path West Date: 3/23/2020

Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law)
Checklist

The followin g checklist is intended to provide a method to assure compliance with Florida Statute 286.011, Public Meetings and Records, known as the "Sunshine Laws".

☑ Construction Based Task Order – Estimated Value $ 35,000.00

☐ Study Based Task Order – Estimated Value $ _____

Contract Number _____

- Committee members

  James Duncan _____

  Christine Fanchi _____

  John Rosenau _____

- Firms reviewed (please list all firms that were reviewed for possible consideration)

  Thompson _____

  American _____

  Baskerville _____

  _____

(Include additional pages, if required)

- Ranking of final three firms
  1. American
  2. Thompson
  3. Baskerville
- Motion made by: John Rosenau
- Motion seconded by: James Duncan
- Vote:
  - Unanimous
  - _____
  - _____
- Rank/Decision date

  3/25/2020

Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law)
Checklist

- Rational for number one firm
  - Familiar with the project and the completed 90% design for FDOT by the firm.

- Negotiation Meeting(s) with number one ranked firm (please be aware that these meeting shall be publicly noticed in the building in which they are bei ng held two business days in advance of their occurrence)

Date	Time	Location
3/26/2020	9:00	COC Rm 205 + teleconference
4/2/2020	12:30	COC Rm 205

(Include additional pages, if required)

- Date and time the information liste d above was e-mailed to the Office of Purchasing for posting to the purcha sing web site and the official po sting board (as above, this information shall be provided to the Office of Purchasing in sufficient time to pro vide for a two business day posting prior to the meeting)

Name

- Meeting taped and minutes prepared by

- Minutes, tapes, backup material, etc. shall be provided to the Office of Purchasing with the task order before it can be approved and issued.

Prepared By

I do hereby certify that the information provided is true and correct.

Abbreviated A&E Selection Checklist

Project Name: Perdido key Drive Multi-Use Path West

Project ENG#: _____ Project Manager: John Rosenau

- The assigned PM and/or project owner shall draft an informal scope for committee members: Assistant County Engineer, Senior Manager, and the assigned Project Coordinator from Engineering and/or Traffic. Committee shall consist of a minimum of three members.
  Date: 3/23/2020

- The County Engineer or designee shall choose 3 A/E's from the A/E Consultant Selection List (H:\ENG\WPDOCS\CMProjectMilestones\A&E List by FY.xls) while considering knowledge of the project, past performance, qualifications, equity of work, etc.
  Date: 3/25/2020

- The Committee shall rank the 3 A/E's selected (1, 2, & 3) and justify the selection of the #1 A/E.
  Date: 3/25/2020

- Once selection is approved, the PC shall inform the selected A/E and request a formal scope (set up scope discussion meeting if needed). Robin shall be informed of the selection so she can update the Consultant Selection List.
  Date: 3/25/2020

- Once formal scope is acceptable, PM shall request a fee proposal.
  Date: 3/25/2020

- Schedule a Negotiation meeting.
  Date: 3/26/2020

- The Committee shall negotiate the fee with the selected A/E.
  Date: 3/31/2020

- Once the price is agreed upon, the PM shall submit appropriate paperwork to Accounting for issuance of a Purchase Order.
  Date: _____

County Engineer (Joy Jones)
Deputy Division Manager (James Duncan)
Senior Stormwater Manager (Chris Curb)

*This process should take 10 to 14 working days.

Revised: 07/12/2018

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17777 **County Administrator's Report 12. 32.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Transportation BUILD Grant Applications
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the US Department of Transportation - Better Utilizing Investments to Leverage Development Grant Applications for Escambia County, Florida - Joy Jones, P.E, Engineering Department Director

That the Board take the following action regarding the proposed US Department of Transportation - Better Utilizing Investments to Leverage Development (BUILD) Grant Applications:

A. Approve three projects from the seven projects listed below (one from each category), for submittal to US Department of Transportation BUILD Grant program (a maximum of three projects can be submitted). Based on staff's interpretation of application criteria and local need, the highest-ranking project for each are shown in **Bold**.

URBAN

1. **Kingsfield Road Extension** (District 5) - Project Cost $13,000,000, 20% local share, $2,600,000 is available in Fund 352, LOST III, Cost Center 210107, Project #11EN1405

2. Jackson Street Complete Streets Improvements (Districts 2 & 3): Project Cost $6,040,000, 20% local share, $1,208,000 is available in Fund 353, LOST IV, Cost Center and Project Number TBD

3. Pensacola Beach Traffic and Parking (District 4), Project Cost $8,000,000, 20% local share, $1,600,000 is available in Fund 353, LOST IV, Cost Center 210106, Project #18EN0224

4. Longleaf Drive Multi-Modal Improvements (District 1): Project Cost $16,300,000, 20% local share, $3,260,000 is available in Fund 352, LOST III, Cost Center 210107, Project #08EN0078

RURAL

5. **Quintette Road Bridges Rehabilitation** - (District 5) Project Cost $6,700,000. There is no local match required.

PLANNING

6. **Transportation Implementation Plan** (All Districts), Project Cost $650,000, 20% local share is $130,000, funding source TBD; and
7. County Road (CR) 4 Commercial Corridor Plan (District 5) - Project Cost $500,000, no local match required

B. Authorize staff to prepare and submit three BUILD Grant Applications;

C. Authorize the Chairman or Vice Chairman to sign the BUILD Grant Applications, the Resolution, and any subsequent documents needed for proper submission once the Applications are completed, subject to legal review and sign off; and

D. Authorize staff to request letters of support for the three selected projects (subject to County Administrator approval).

BACKGROUND:

The US Department of Transportation - Better Utilizing Investments to Leverage Development (BUILD) program enables the US Department of Transportation to use a rigorous, merit-based process to select projects with exceptional benefits, explore ways to deliver projects faster and save on construction costs, and make needed investments in our nation's infrastructure. Selection criteria include safety, economic competitiveness, environmental sustainability, and quality of life. BUILD Grants can provide project funding that ranges between $5 million and $25 million per project. The Fiscal Year (FY) 2020 funding level for the BUILD Grant is $1 billion, with not more than $100 million being granted to any one state.

Engineering staff selected projects based on need, financial commitment, and economic and safety benefits to the County and the region. The proposed Grants would allow for the planning and/or design/construction of needed infrastructure to responsibly develop County facilities to better serve our citizens. Staff will prepare Applications and will receive the appropriate signatures prior to submittal. The deadline for submittal is May 18, 2020.

BUDGETARY IMPACT:

For projects 1, 2, 3, 4, and 6, a local funding match of 20% is required. The estimated funding match is as follows:

1. Kingsfield Road Extension (District 5) - Project Cost $13,000,000, 20% local share, $2,600,000 is available in Fund 352, LOST III, Cost Center 210107, Project #11EN1405

2. Jackson Street Complete Streets Improvements (Districts 2 & 3), Project Cost $6,040,000, 20% local share, $1,208,000 is available in Fund 353, LOST IV, Cost Center and Project Number TBD

3. Pensacola Beach Traffic and Parking (District 4), Project Cost $8,000,000, 20% local share, $1,600,000 is available in Fund 353, LOST IV, Cost Center 210106, Project #18EN0224

4. Longleaf Drive Multi-Modal Improvements (District 1) Project Cost $16,300,000, 20% local share, $3,260,000 is available in Fund 352, LOST III, Cost Center 210107, Project #08EN0078

5. Quintette Road Bridges Rehabilitation - (District 5) Project Cost $6,700,000. There is no local match required.

6. Transportation Implementation Plan (All Districts), Project Cost $650,000, 20% local share is $130,000, funding source TBD; and

7. County Road (CR) 4 Commercial Corridor Plan (District 5) - Project Cost $500,000, no local match required

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, reviewed the Draft Resolution as to form and legal sufficiency. Once the Board selects the three projects, the project names will be inserted into the Resolution and signed off by Legal.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Board policy Section 11.A requires Board approval of grants.

IMPLEMENTATION/COORDINATION:

Upon Board approval and appropriate signatures on the BUILD project Applications, Engineering Department staff will transmit the Grant Applications to US Department of Transportation through Grants.gov. This will be done prior to the submittal deadline date of May 18, 2020.

Attachments

Resolution

Blank Grant App Form

Presentation

RESOLUTION R2020-_____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA SUPPORTING AN APPLICATION FOR BETTER UTILIZING INVESTMENTS TO LEVERAGE DEVELOPMENT (BUILD) GRANT FUNDING FROM THE U.S. DEPARTMENT OF TRANSPORTATION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Escambia County, Florida desires to promote and encourage transportation projects; and

WHEREAS, Escambia County is attempting to provide transportation infrastructure needed to sustain economic development; and

WHEREAS, the citizens of Escambia County have expressed a desire for safer transportation facilities while providing additional capacity throughout the County; and

WHEREAS, Better Utilizing Investments to Leverage Development (BUILD) funds are now available from the U.S. Department of Transportation for transportation infrastructure projects throughout the United States; and

WHEREAS, the following three (3) County projects are hereby submitted for BUILD funding:_____Add the name of the three projects here_____ hereinafter referred to collectively as "Projects"); and

WHEREAS, Escambia County has the requisite authority to apply for BUILD grant funding from the U.S. Department of Transportation.

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

Section 1. That the above stated recitals are true and correct and incorporated herein by reference.

Section 2. That the Projects have been endorsed by Escambia County as serving an unmet vital transportation need for the public health, safety, and welfare of the citizens of Escambia County.

Section 3. That the Board of County Commissioners, in furtherance of such purpose, supports filing applications seeking BUILD grant funding for County Projects from the U.S. Department of Transportation.

Section 4. That this Resolution will take effect immediately upon adoption by the Board of County Commissioners.

ADOPTED this ____ of _____, 2020

DRAFT

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

By:_____
Steven Barry, Chairman

ATTEST: Pam Childers
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

DRAFT

OMB Number: 4040-0004
Expiration Date: 12/31/2022

Application for Federal Assistance SF-424

*** 1. Type of Submission:**
- ☐ Preapplication
- ☐ Application
- ☐ Changed/Corrected Application

*** 2. Type of Application:**
- ☐ New
- ☐ Continuation
- ☐ Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: Completed by Grants.gov upon submission.

4. Applicant Identifier:

5a. Federal Entity Identifier:

5b. Federal Award Identifier:

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN):

* c. Organizational DUNS:

d. Address:

* Street1:
Street2:
* City:
County/Parish:
* State:
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code:

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this application:

Prefix:
* First Name:
Middle Name:
* Last Name:
Suffix:

Title:

Organizational Affiliation:

* Telephone Number:
Fax Number:

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

11. Catalog of Federal Domestic Assistance Number:

CFDA Title:

*** 12. Funding Opportunity Number:**

* Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant * b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: * b. End Date:

18. Estimated Funding ($):

* a. Federal
* b. Applicant
* c. State
* d. Local
* e. Other
* f. Program Income
* g. TOTAL

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- [ ] a. This application was made available to the State under the Executive Order 12372 Process for review on .
- [ ] b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- [ ] c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

- [ ] Yes
- [ ] No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

- [ ] ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: Completed by Grants.gov upon submission. * Date Signed: Completed by Grants.gov upon submission.

BUILD Grant 2020

Candidate Projects Discussion and Selection

Board of County Commissioners

May 7, 2020*

* Moved to this Board Meeting when April 9, 2020 Committee of Whole Meeting was cancelled

Three Categories of Submissions

- Urban - $500,000,000 (20% Local Fund Match)
- Rural - $500,000,000 (0% Local Fund Match)
- Planning – At least $15,000,000 (from either Urban or Rural)

Limited to 3 submittals total per agency

Due May 18, 2020

- Urban Candidates
  1. Kingsfield Road Extension (D5): Hwy 97 to Beulah Road
  2. Jackson Street Complete Streets Improvements (D2 & D3): Fairfield Drive to S Street
  3. Pensacola Beach Traffic and Parking (D4)
  4. Longleaf Drive Multi-Modal Improvements (D1): Hwy 297 to Kemp Road
- Rural Candidate
  5. Quintette Road Bridges Rehabilitation (D5): Bridge lengths – 3,063 LF and 792 LF
- Planning Candidates
  6. Transportation Implementation Plan (D1,D2,D3,D4,& D5): Countywide
  7. CR 4 Commercial Corridor Plan (D5): CR 99 to US 29

BUILD 2020 Selection Criteria:

- Safety
- Economic Competitiveness
- Environmental Sustainability
- Quality of Life
- Innovation
- Partnership & Support
- Long-term benefit
- Project Readiness
- Cost/Benefit
- Significant Local/Regional Impact

1. Kingsfield Road Extension: Highway 97 to Beulah Road

Project Cost: *$13,000,000*

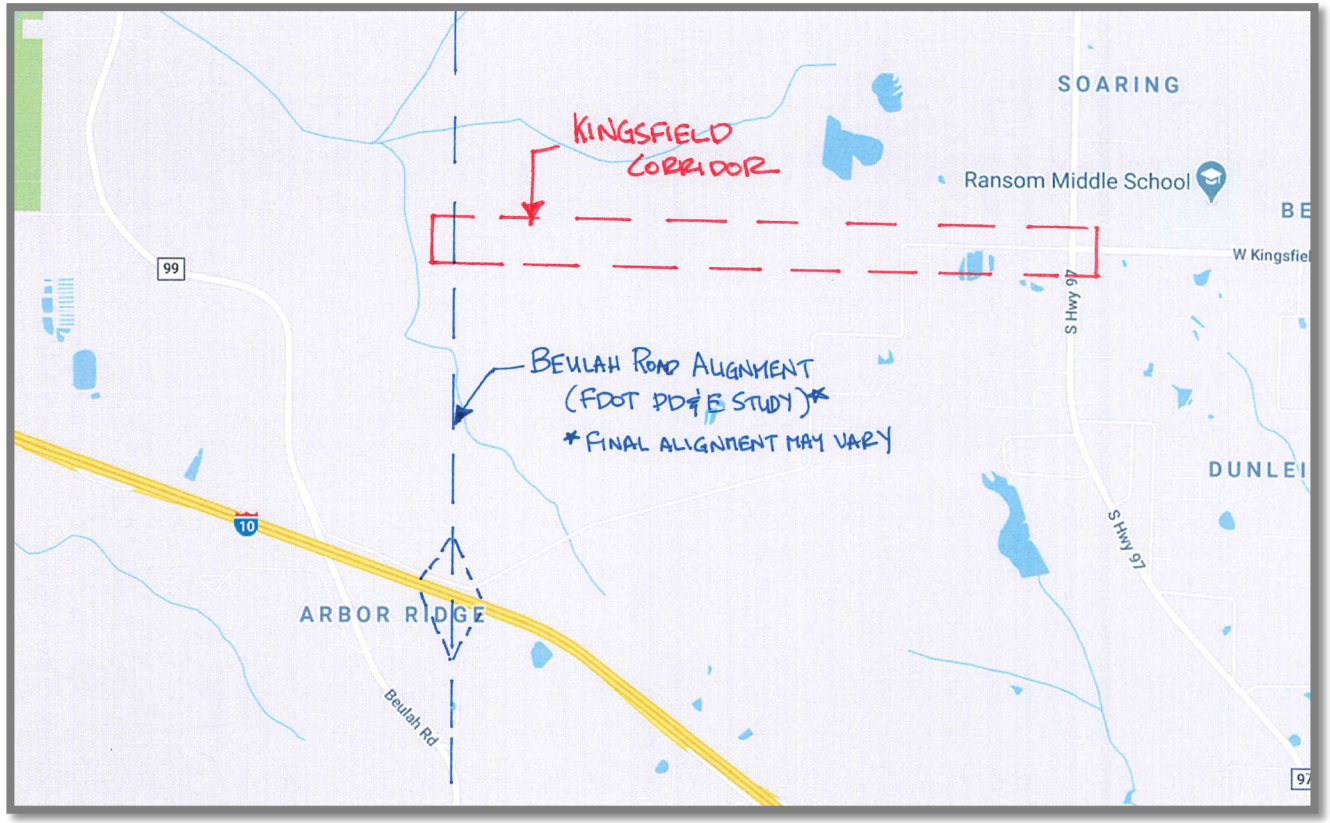
BUILD Grant *$10,400,000 (80%)*

County Match *$2,600,000 (20%)*

Design and construct 2.8 miles of Kingsfield Road west of CR97 within Midwest Optional Sector Plan. Critical link to I-10 and CR97 for regional economic vitality.

Considerations:

- *Rights-of-Ways not acquired, but could be part of grant project*
- *Strong marks: Safety, Long-Term Benefit*



D5

2. Jackson Street Complete Streets Improvements, Fairfield Dr to 'S' St

Project Cost: *$6,040,000*

BUILD Grant *$4,832,000 (80%)*

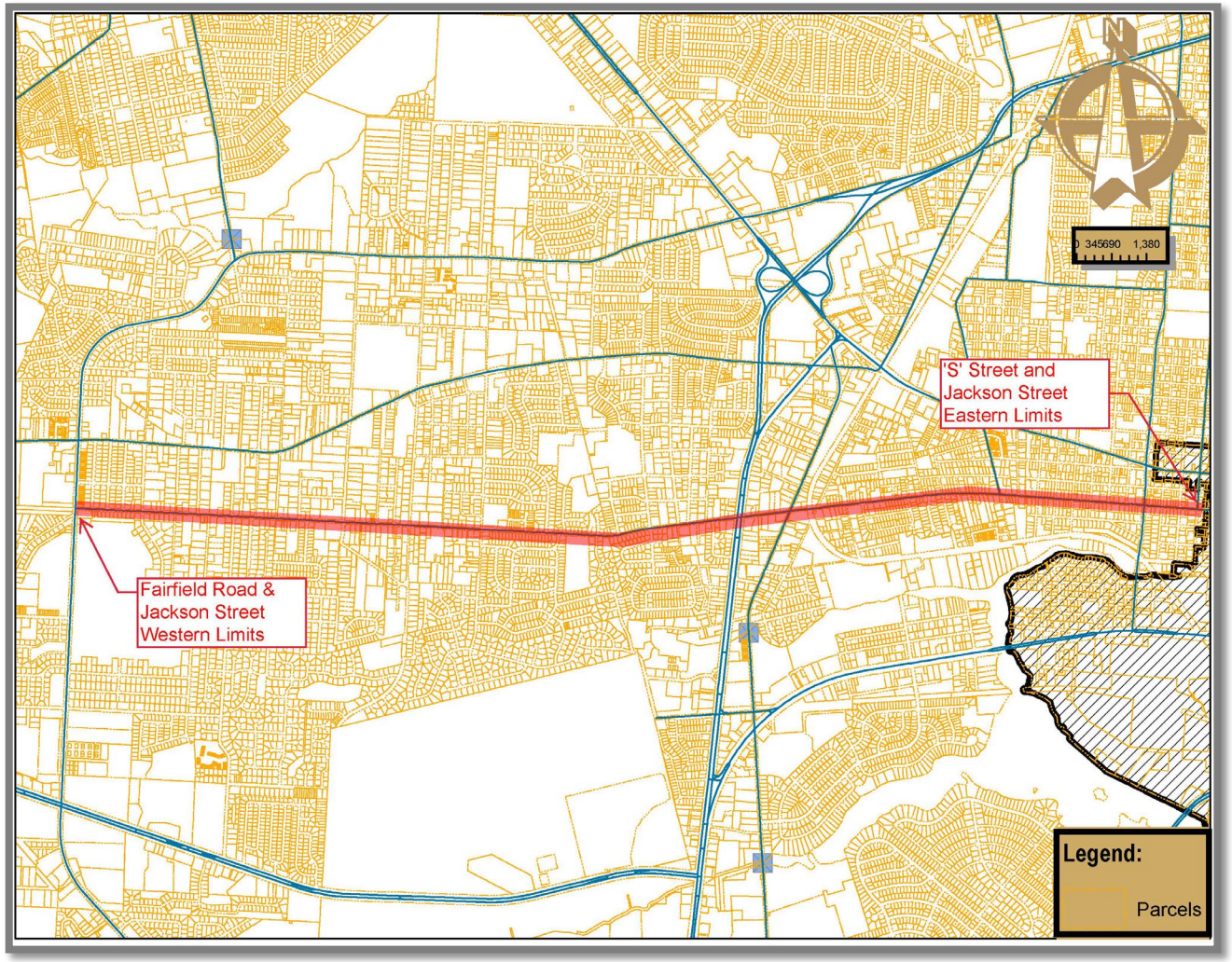
County Match *$1,208,000 (20%)*

Complete Streets improvements to include sidewalks, street lighting, pavement, striping, crosswalks, and drainage. Goal to improve pedestrian access/safety, improve connections to transit, and beautification of corridor.

Considerations:

- *Partnership with City of Pensacola*
- *Strong for Safety, Quality of Life, Innovation, Partnerships, & Local Impacts*

D2/D3



3. Pensacola Beach Traffic & Parking Improvements

Project Cost: *$8,000,000*

BUILD Grant *$6,400,000 (80%)*

County Match *$1,600,000 (20%)*

Multi-level parking garage and improved intersection access to improve accessibility of our beach.

<u>Considerations:</u>

- *Recommendation of Pensacola Beach Congestion Management Study*
- *Strong marks for Partnership & Support, Long Term Benefit*

D4

4. Longleaf Dr Multi-Modal Improvements: Pine Forest Rd to Kemp Rd

Project Cost: *$16,300,000*

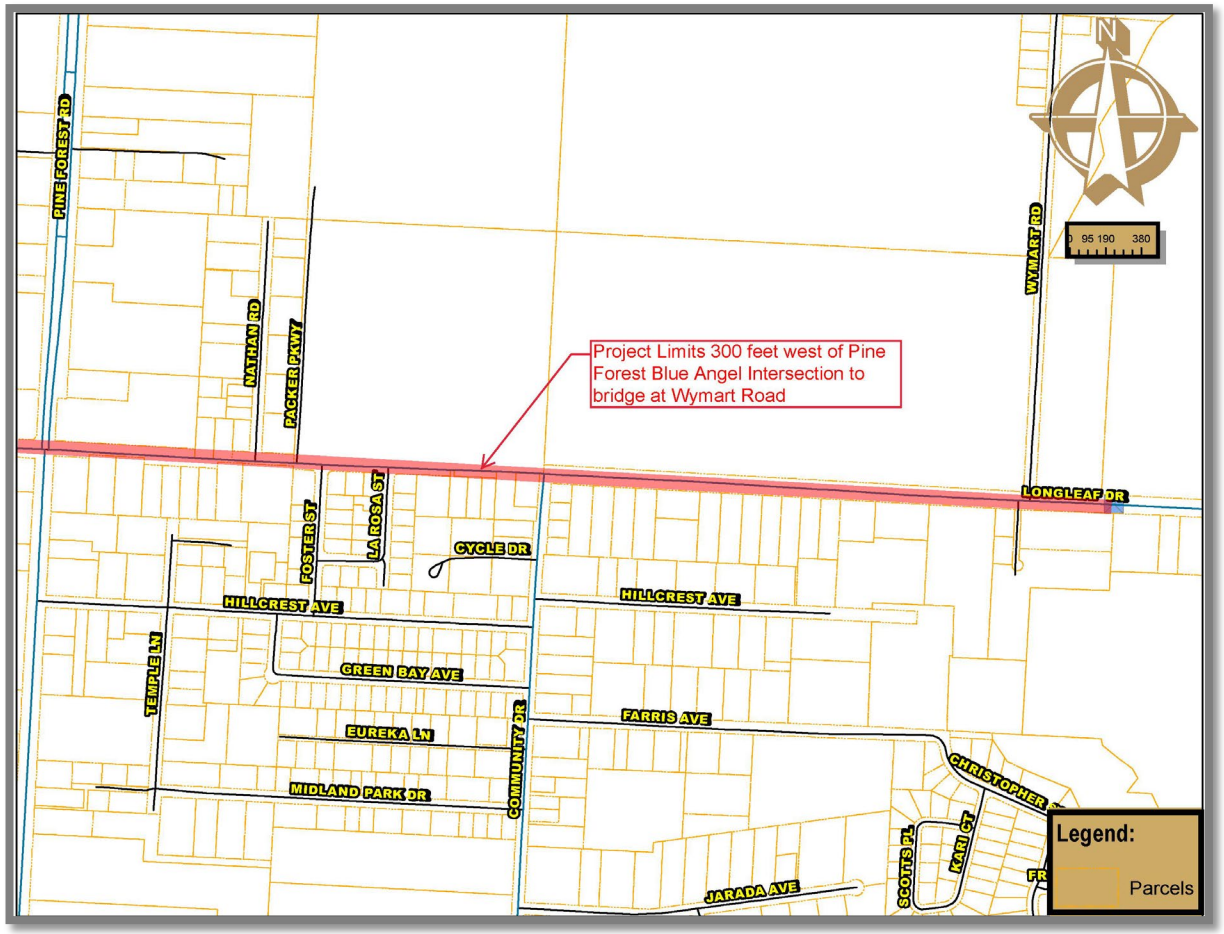
BUILD Grant *$13,040,000 (80%)*

County Match *$3,2600,000 (20%)*

Major need to improve safety, connectivity, and walkability to this 3.3-mile corridor to include new pavement/lanes, sidewalks, curb/gutter, and bridge replacement.

Considerations:

- *Current funding available for match*
- *60% Design Plans/Well established scope*
- *Strong Marks for Safety, Quality of Life, Long-Term Benefit, Significant Local Benefits*



D1

5. Quintette Road Bridges Rehabilitation

Project Cost: *$6,700,000*

BUILD Grant *$6,700,000*

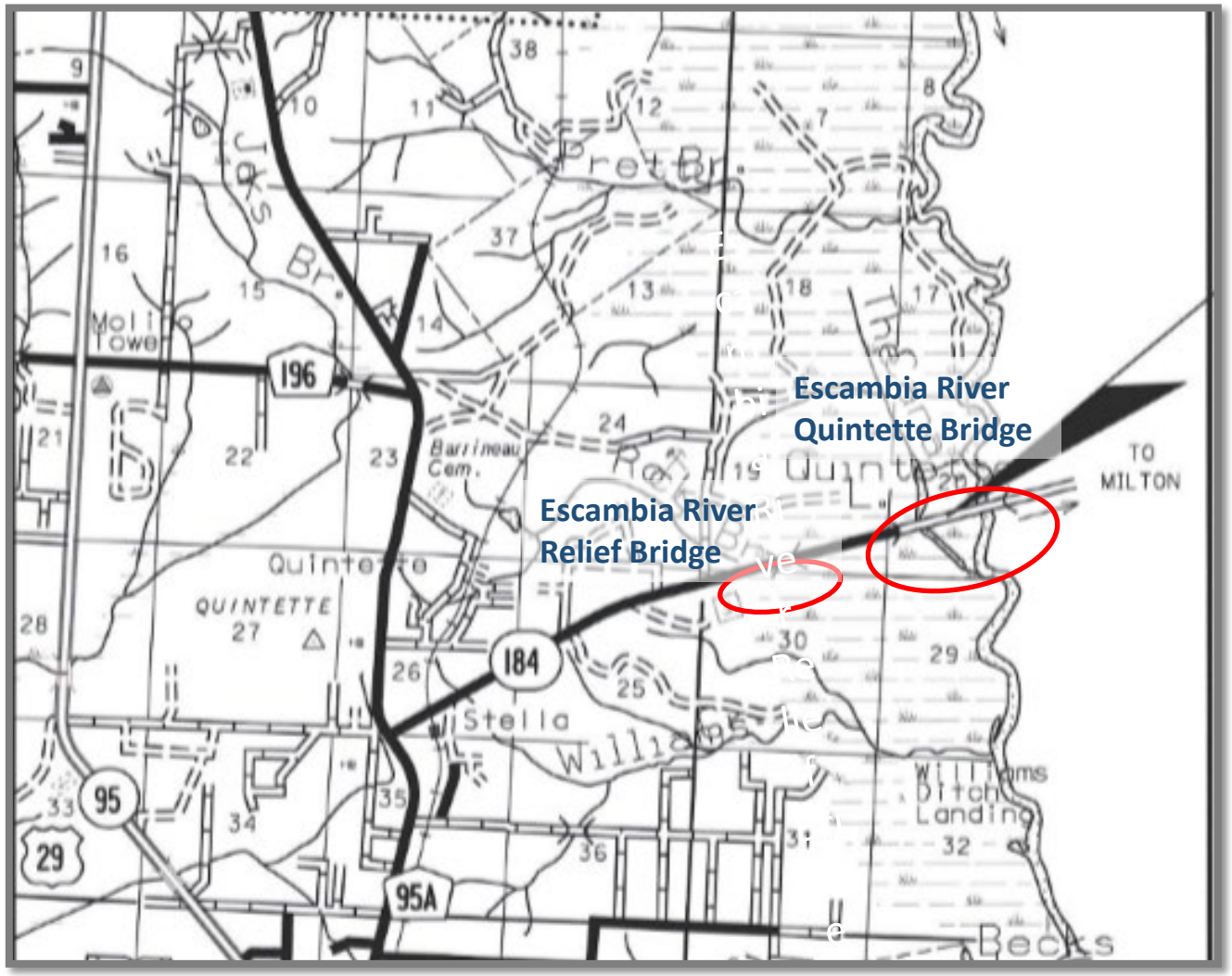
County Match *$0*

Both bridges, 3,063 LF and 792 LF, built in 1957 are at the end of useful life and need rehabilitation to extend for 20 years. This bridge serves as evacuation route and reliver for I-10 and US90 bridges.

Considerations:

- *Full funding available from Grant for major need*
- *Strong marks for Safety, Long-Term Benefit, Project Readiness*

D5



6. Transportation Master Plan

Project Cost: *$650,000*

BUILD Grant *$520,000 (80%)*

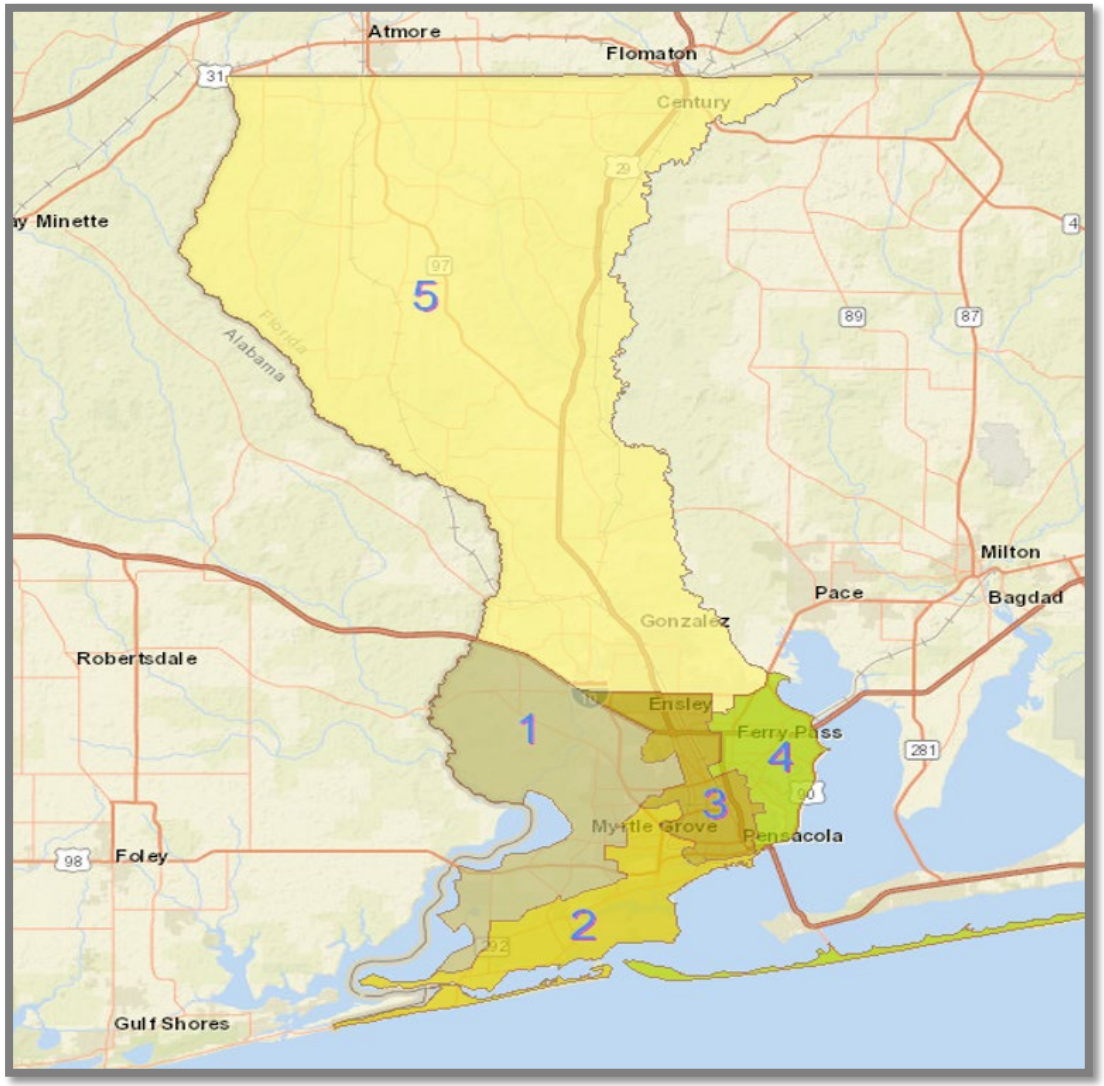
County Match *$130,000 (20%)*

This is a Countywide Implementation Master Plan that will provide us with a project specific guide for upgrading the County's transportation infrastructure. Existing area master plans would be integrated.

Considerations:

- *County match could be split between 5 Districts*
- *Strong marks: Safety, Quality of Life, Long Term Benefit, Significant Local/Regional Impact*

D1, D2, D3, D4 & D5



7. CR 4 Commercial Corridor Plan

Project Cost: *$500,000*

BUILD Grant *$500,000*

County Match *$0*

Create a specific pre-engineering plan to address the needs of CR4 between CR 99 to US 29/SR 95. This corridor has 13.4 miles of roadway including 3 structurally deficient bridges which need evaluation of the best solutions and engineering/construction costs.

Considerations:

- *Rural context requires zero match funding*
- *Strong marks: Safety*

D5

- Urban Candidates
  1. **Kingsfield Road Extension (D5): Hwy 97 to Beulah Road**
  2. Jackson Street Complete Street Improvements (D2 & D3): Fairfield Drive to S Street
  3. Pensacola Beach Traffic and Parking (D4)
  4. Longleaf Drive Multi-Modal Improvements (D1): Hwy 297 to Kemp Road
- Rural Candidate
  5. **Quintette Road Bridges Rehabilitation (D5): Bridges Lengths 3,063 LF and 792 LF**
- Planning Candidates*
  6. **Transportation Implementation Plan (D1, D2, D3, D4,& D5): Countywide**
  7. CR 4 Commercial Corridor Plan (D5): CR99 to US29

  *Planning candidate submittals do not require cost/benefit analysis

Requesting BCC provide 3 preferred projects to staff for submittal to meet 5.18.20 deadline.

Following selection, staff will submit grant applications to include cost/benefit analysis, support letters, and the Board's resolution of support.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17817 **County Administrator's Report 12. 33.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Change Order to Rebol Battle & Associates on Contract PD 02-03.79 CR 97 and CR 297A Intersection and Drainage Improvement Project
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Change Order to Rebol Battle & Associates on Contract PD 02-03.79, for Design Services for County Road 97 and County Road 297A Intersection and Drainage Improvement Project - Joy Jones, P.E., Engineering Department Director

That the Board approve and authorize the County Administrator to execute the following Change Order to Rebol Battle & Associates, in the amount of $59,215.00, on Contract PD 02-03.79, Design Services for County Road (CR) 97 and County Road (CR) 297A Intersection and Drainage Improvement Project:

Department:	Engineering
Division:	Construction Management
Type:	Addition
Amount:	$59,215.00
Vendor:	Rebol Battle & Associates
Project Name:	CR 97 and CR 297A Intersection and Drainage Improvement Project
Contract:	PD 02-03.79
PO#:	181417
CO#:	1
Original Contract Amount:	$49,977.90
Cumulative Amount of Change Orders Through this CO:	$59,215.00

New Contract Amount:	$109,192.90

[Funding Source: Local Option Sales Tax (LOST) III, Fund 352, Cost Center 210107, Object Code 56301, Project 14EN3135]

This project is located in Commission District 5.

BACKGROUND:

A Task Order was issued to Rebol Battle & Associates on August 17, 2018, to provide professional engineering and surveying services to develop final construction plans for the County Road (CR) 97 and County Road (CR) 297A Intersection and Drainage Improvement Project. It is the intent of the County to realign CR 97 with CR 297A, and the project will include adding a southbound acceleration/merge lane on CR 297A, between CR 97 and Ashbury Lane, realignment of CR 297A to accept the changes, and design of drainage improvements for the west side of CR 297A through the CR 97 intersection.

During a Town Hall meeting in late 2019, citizens expressed their desire for the installation of a traffic signal. The Transportation Division requested a signal warrant analysis from HSA Consulting Group, LLC (HSA), which resulted in the requested Change Order to incorporate a signal at the intersection of CR 97/CR 297A.

The Change Order totals $59,215.00. The design for the intersection of CR 297A and CR 97 modified to include a traffic signal, right and left turn lanes from CR 97 to CR 297A, and a right turn lane from CR 297A to CR 97. The planned drainage improvements for the west side of CR 297A through the CR 97 intersection will still be included.

BUDGETARY IMPACT:

Funds for this project are available in LOST III, Fund 352, Cost Center 210107, Object Code 56301, Project 14EN3135.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The Recommendation is in compliance with the provisions of the Code of Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchases and Contracts. Per the guidance received at the October 3, 2019 Board meeting, all purchases over $25,000 must be approved by the Board.

IMPLEMENTATION/COORDINATION:

Upon Board approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

Change Order 1

Purchase Order 181417

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

Project Understanding / Approach / Scope Clarification

ESCAMBIA COUNTY – Engineering Department
CR97 and CR297A Intersection & Drainage Improvement Project
Revised: 4/23/2020

Rebol-Battle & Associates (RBA) proposes to provide engineering and surveying services for the CR97 and CR297A Intersection & Drainage Improvement Project.

The scope below will clarify the changes needed to the original scope of work for the additional intersection improvements desired. The current design plans will be modified to eliminate the CR297A widening and CR97 acceleration lane. The intersection of CR297A and CR97 will be modified to include a traffic signal, right and left turn lanes from CR97 to CR297A, a right turn lane onto CR97 from 297A, and pedestrian crossings. The planned drainage improvements for the west side of CR297A through the CR97 intersection will still be included.

Task 1 – Data Collection
Minor additional services are needed to initiate the signal and intersection layout.

Task 2 – Surveying
No change necessary.

Task 3 – 30% Design
No change necessary. New 30% plans will not be generated.

Task 4 – Utility Coordination – 30% Design
No change necessary.

Task 5 – 60% Design
The original design stopped during this task. Additional funds are needed to change the original design to the new intersection configuration. Once the configuration is updated, the 60% plans will be completed as originally tasked.

Task 6 – Utility Coordination – 60% Design
Additional funds are needed to coordinate impacts from the signal pole foundations.

Task 7 - Permitting
No change necessary.

Task 8 – 90% Design
No change necessary.

Task 9 – Utility Coordination – 90% Design
Additional funds are needed to coordinate impacts from the signal pole foundations.

Task 10 – 100% Design
No changes necessary.

Task 11 – Bidding Services
No changes necessary.

Task 12 – Traffic Signal Design
RBA will include traffic and pedestrian signal design services by HSA (see supplemental scope).

Task 13 – Subsurface Utility Locations
Subsurface utility locations are needed at traffic and pedestrian signal locations. Services will be provided by ISS (see supplemental scope).

RBA Manhour Fee

CR97 & CR297A Realignment Change Order

Revised **April 23, 2020**

	Project Manager		Senior Civil Engineer (PE)		Civil Engineer (EI)		Civil Drafter		Civil Clerical		PSM		CADD Tech		Surveyor (II) (Three Man Crew)		Change Order Amount: Sub-Consultants	Change Order Amount: Prime Consultant
	Rate	$123.55	Rate	$117.70	Rate	$75.51	Rate	$67.74	Rate	$50.84	Rate	$82.54	Rate	$66.40	Rate	$137.09		
	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal		
TASK 1 - Data Collection																		
Field visit to verify constraints	1	$123.55	4	$470.80														$594.35
																Task Subtotal	**$ -**	**$594.35**
TASK 2 - Surveying																		
No Changes Necessary																		
																Task Subtotal	**$ -**	**$ -**
TASK 3 - 30% Design																		
No Changes Necessary																		
																Task Subtotal	**$ -**	**$ -**
TASK 4 - Utility Coordination - 30% Design																		
No Changes Necessary																		
																Task Subtotal	**$ -**	**$ -**
TASK 5 - 60% Design Plans																		
Revise intersection design to new configuration	2	$247.10	8	$941.60	12	$906.12	40	$2,709.60										$4,804.42
																Task Subtotal	**$ -**	**$4,804.42**
TASK 6 - Utility Coordination - 60% Design																		
Coordination of relocations and adjustments with providers for traffic signals	1	$123.55	12	$1,412.40			16	$1,083.84										$2,619.79
																Task Subtotal	**$ -**	**$2,619.79**
TASK 7 - Permitting																		
No Changes Necessary																		
																Task Subtotal	**$ -**	**$ -**
TASK 8 - 90% Design																		
No Changes Necessary																		
																Task Subtotal	**$ -**	**$ -**
TASK 9 - Utility Coordination - 90% Design																		
Coordination of relocations and adjustments with providers for traffic signals	1.0	$123.55	5	$588.50			8	$541.92										$1,253.97
																Task Subtotal	**$ -**	**$1,253.97**
TASK 10 - 100% Design																		
No Changes Necessary																		
																Task Subtotal	**$ -**	**$ -**
TASK 11 - Bidding Services																		
No Changes Necessary																		
																Task Subtotal	**$ -**	**$ -**
TASK 12 - Traffic Signal Design																		
Traffic Signal Design by HSA																	$33,896.63	
Coordination with traffic consultant through design for signal improvement	2	$247.10	16	$1,883.20			40	$2,709.60										$4,839.90
																Task Subtotal	**$33,896.63**	**$4,839.90**
TASK 13 - Subsurface Utility Locations																		
SUE Investigation at traffic signal and pedestrian crossings by ISS																	$8,200.00	
Coordination with SUE Consultant			4	$470.80			8	$541.92			1	$82.54	4	$265.60	12	$1,645.08		$3,005.94
																Task Subtotal	**$8,200.00**	**$3,005.94**

Change Order - Prime Consultant	**$17,118.37**
Change Order - Sub-consultant Total	**$42,096.63**
Change Order Total	**$59,215.00**
Existing Contract Total	**$49,977.90**
Revised Contract Total	**$109,192.90**

HSA CONSULTING GROUP

April 23, 2020

PROPOSAL TO PROVIDE PROFESSIONAL SERVICES
Rebol-Battle & Associates, LLC

HSA Consulting Group, Inc. proposes to develop the Traffic Signal Design Plans at the CR 297A / CR 97 intersection. The signal design plans will be prepared in accordance with FDOT standards. The signal design plans include the design of the traffic signal, signal head phasing, signal timings, controller requirements, guide sign generation for mast arms, pedestrian signal head countdown with push button features and pedestrian crossing signs (R10-31 or equivalent), conduit design, signal cable design, video detection and/or detector loop design, CCTV placement (if required), signal priority and preemption system design, clear zone evaluation and review of utility plans and cross sections (furnished by prime consultant) for placement of traffic signal features. Overhead utilities will also be reviewed on-site and in the topographic DGN file. Lighting will consist of luminaires attached to the mast arm supports. With exception to the mast arm guide signs, no other signing and pavement markings or roadway design components will be generated. The signal design will be developed using MicroStation Open Roads Designer via FDOT SS4 CADD Software (version 01.08.01) to ensure FDOT CADD compliance. HSA does not provide the structural calculations required for the Mast Arm Assemblies Data Table, or provide geotechnical services. These will be subcontracted to Genesis/Halff and NOVA Engineering and Environmental for the amounts listed below.

Plan Sheets to be produced by HSA Consulting Group:

- Key Sheet (1-sheet)
- Tabulation of Quantities Sheet showing all pay items (1-sheet)
- General Notes Sheet- Includes standard FDOT/County signalization notes, basic MOT standards per FDOT Standards, special details, utility/agency owners list (obtained from prime contractor), and traffic signal legend (2-sheets)
- Signalization Plan Sheet (example provided- Guide Signs shown on sheet) (1-sheet)
- Mast Arm Tabulations (1-sheet)

Additional Sheets required for signalization include:

- Mast Arm Assemblies Data Table (Structural Calculations), $3000 – by Genesis/Halff Associates
- Geotechnical Boring Plan/ Report of Core Borings, $4,000 – by NOVA Engineering and Environmental

The fee for the HSA traffic signal design tasks is tabulated on the Attached Spreadsheet, and totals $33,896.63. This amount includes the subcontracted services. No fiber optic/copper pair interconnect plans are included in this scope. Standard comments and responses to and from Escambia County agencies are included within this fee. Timeframe for completion of this task will be dependent on the geotechnical analysis (core borings) and structural calculations. HSA Consulting Group will submit a draft plan set within 20- days of notice to proceed.

HSA staff is available on an hourly basis to assist with permitting of signal plans, and support in any discussions or coordination efforts that may be requested by County, or other public/private entities. This task is to cover any efforts beyond the initial scope of work. Fee for this task will negotiated on a case-by- case basis.

HSA CONSULTING GROUP, INC.

Cameron Smith
Vice President

1284 Jackson Avenue. - Chipley, FL 32428 Tele 850.638.3100 - Mobile 850.276.3820 - www.hsa.cc

H S A Manhour and Fee

April 23, 2020

CR97 & CR297A Realignment

	Project Manager		Senior Civil Engineer (PE)		Senior Planner		Senior Eng Tech		Contract Coordinator		Totals
	Rate	$176.82	Rate	$241.11	Rate	$129.82	Rate	$108.57	Rate	$108.21	
	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	
TASK 1 - 60% Design											
Signal Analysis	40	$7,072.80					20	$2,171.40			$9,244.20
Signal Design	8	$1,414.56					40	$4,342.80			$5,757.36
QC	1	$176.82			4	$519.28					$696.10
											$15,697.66
TASK 2 - 90% Design											
Signal and Lighting Design	17	$3,005.94					15	$1,628.55			$4,634.49
Signal Timing/Operation	12	$2,121.84					12	$1,302.84			$3,424.68
QC	1	$176.82			4	$519.28					$696.10
											$8,755.27
TASK 3 - 100% Design											
Final Plans Prep	4.0	$707.28					4	$434.28			$1,141.56
QC	1.0	$176.82			2	$259.64					$436.46
Contract admin									8	$865.68	$865.68
											$2,443.70
Subconsultant Services											
Nova Engineering and Environment - Geotechnical											$4,000.00
Halff Engineering - Structural Analysis											$3,000.00
											$7,000.00

Base Contract Services Total	$26,896.63
Subconsultant Services Total	$7,000.00
Contract Total	**$33,896.63**

INFRASTRUCTURE SPECIALTY SERVICES

Proposal

Date: April 22, 2020
W.O. #:

Customer ID: RBA

Approved by: T.E. Kassebaum

Bill to: Jeremy King
RBA

Job: 297a & 97

Qty	Description	Unit Price	Line Total
1LS	GPR & SUE investigation for two signal pole footers. Requiring GPR location services for the excavation area, truck mounted Jet vacuum to excavate two (2) 5' excavation "X's" 6' +/- deep. Document findings with photographic/video documentation.	$8,200.00	$8,200.00
[redacted]			
LS	GPR and SUE investigation for signalization conduit in support of pedestrian signal poles and control boxes.	Included in $8,200 fee	Included in $8,200 fee
	Others to provide layout of pole placements and excavation areas.		
Assumptions:	No known hazardous material buried on site, no explosive material buried on site, no permits required from Federal, State or local authorities, any permits will be provided by client. ISS Inc. will have full unimpeded access to the site. Client will have a representative available (on-call) to make determinations of unknown material, substances, structures or utilities as needed. ISS Inc. will not provide citizen coordination and interaction services.		
Notes:	Client is responsible for providing the locations of ALL utilities regardless of age or current service. Excavation requiring machinery is not included in this quote. Any discovery of buried hazardous/dangerous/questionable material and/or structures will stop excavations immediately until properly identified by the client. Survey location services available for an additional fee. Client shall hold ISS Inc harmless from errors and omissions. GPR depth readings will vary due to soil composition, moisture and debris, +/-15%. Client shall make accommodations for variances. ISS Inc. will invoice weekly. Ground water can blind GPR signals.		
Method:	Utilities will be located by GPR. Excavation will be by hand and jet Vacuum.		
		Subtotal	$ 8,200.00
		Misc.	
		Total	**$ 8,200.00**

Tammy E. Kassebaum - President

Make all checks payable to: Infrastructure Specialty Services, Inc.

Thank you for your business!

Payment is due upon receipt

2251 North "E" Street Pensacola, FL 32501 Sales@ISSGlobalSerices.com

PURCHASE ORDER NO. 181417

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
181263 FAX: 850-438-0448
REBOL-BATTLE & ASSOCIATES LLC
2301 N 9TH AVENUE STE 300
PENSACOLA FL 32503

SHIP TO
ENGINEERING
ENGINEERING DEPARTMENT
3363 WEST PARK PLACE
PENSACOLA FL 32505
ATTN: ROBIN LAMBERT

ORDER DATE: 08/17/18	BUYER: JEFFREY LOVINGOOD	REQ. NO.: 18001584	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.: CONTRACT PD 02-03.79	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
01	1.00	LOT	CONTRACT PD 02-03.79 PROFESSIONAL SERVICES, TASK ORDER PD 02-03.79.48.18.ENG "ENG/SURVEYING SVCS FOR CR97 AND CR297A INTERSECTION AND DRAINAGE IMPROVEMENT PROJECT"	49977.9000	49,977.90

ITEM#	ACCOUNT	AMOUNT	PROJECT CODE
01	210107 56301	49,977.90	14EN3135

PAGE TOTAL $	49,977.90
TOTAL $	49,977.90

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

Req: 18001584

18/4/18

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

TASK ORDER - PD 02-03.79.48.18.ENG

TO PROVIDE ENGINEERING/SURVEYING SERVICES FOR THE COUNTY ROAD (CR) 97 AND COUNTY ROAD (CR) 297A INTERSECTION AND DRAINAGE IMPROVEMENT PROJECT

1.0 Authorization

This task order is issued in compliance with the provision of the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II Purchases and Contracts, Office of Purchasing Policy and Procedures PP-101, Consultant Task Orders and the terms and conditions of PD 02-03-79, Professional Services" as Defined in Florida Statute 287.055, (2) DEFINITIONS, (g) "Continuing Contract."

2.0 Scope

Under this Task Order, the Engineer (Rebol-Battle & Associates) will provide the Escambia County Public Works Department, Engineering Division with engineering/surveying services, geotechnical services, and permitting to develop final construction plans for the County Road (CR) 97 and County Road (CR) 2978A Intersection and Drainage Improvement Project. See Attached Scope of Services dated July 2, 2018.

3.0 Schedule

This Task Order shall be completed within 730 calendar days from the issuance of the Notice to Proceed.

4.0 Compensation

This Task Order is issued lump sum amount of $49,977.90. Invoices shall be submitted for monthly progress payments subject to the terms and conditions of PD 02-03.79.

5.0 Progress Meetings

The Engineer shall schedule periodic progress review meetings with the County project manager as necessary but every 30 days as a minimum to discuss study progress and alternatives.

Issued by:

Jay Jones

Escambia County, Florida

Date

Accepted by:

Rebol-Battle & Associates

8/13/18

Date

CAPITAL IMPROVEMENT PROJECTS - REQUEST FOR FUNDS (RFF)

Project Name: CR 97 and 297A Intersection Improvements
Project ID:
Location: CR 97 and 297A Intersection
Project Manager: Elizabeth Bush
Date: 7/18/2018

Signature Approval, Division Chief

This section to be completed by Project Managers:

DESCRIPTION OF REQUEST

This is an RFF for RBA to design the CR 97 and 297A Intersection Improvements. Design services will include realigning the CR 97 and CR 297A intersection and to add an acceleration lane along southbound CR 297A to accommodate the CR 97 traffic. In addition, drainage improvements for the west side of CR 297A through the CR 97 intersection will be included. RBA was selected through the Abbreviated A&E Selection. The cost of design services will be ~~$49,944.00.~~ In $49,977.90. In order for the designer to be under contract throughout the construction phase of the project, expected completion date will be August 31, 2020. See attached for additional information.

Attached backup documentation _____ page (s).
RFF/NTP Start Date 9/1/2018 or Upon Issuance of Notice to Proceed
Time shall be increased/decreased by 730 calendar days.
8/31/2020 Completion date

			Obligated	Required
Balance of CIP Project				
Funds for Original Construction Contract				
Funds for Construction CO#				$ 49,977.90
Contract PD		Contractor		
Funds for Original Task Order				
Funds for Addendum #				
Task Order PD		Consultant RBA		
Funds for Original Work Order				
Funds for Change Order #				
Contract PD		Contractor		
Funds for Contingency		Consultant		
Funds for Permit Fees		Agency		
Funds for Land Purchases		Owner		
Funds for Title Work		Company		
Contract PD		Contractor		
Funds for				
New Balance of CIP Project			$ -	$ (49,977.90)

This section to be completed by Administration to accomplish fund transfer:

	Fund	Project #	Project Name	Amount
From:				
To:				

Transfer _____

County Engineer Signature _____ Transferred by _____ Transfer Date _____

Posted to Expedition
Date:

Checklist
Document Review / Signature Request

From	Liz Bush		
Date	12-18-17		
Description	Engineering Services for the Hwy 97 @ CR 297-A Intersection		
Project	Highway 97 Intersection Improvements Project*		
Deadline	12-22-17		
Action Needed	JB to select three firms		
Routing Notes			
Routed Thru: Supervisor		Date	
Routed Thru: Division Manager	Joy Jones cn=Joy Jones, o=Public Works, ou=Engineering, email=djjones@myescambia.com, c=US 2017.12.19 13:49:47 -06'00'	Date	
Routed Thru: Accounting	Digitally signed by Robin Lambert DN: cn=Robin Lambert, o=Public Works, ou=Engineering, email=rflamber@myescambia.com, c=US Date: 2017.12.19 13:23:03 -06'00'	Date	
Approved By: County Engineer		Date	
County Engineer's Comments			

*We want to create a project called "Highway 97 Intersection Improvements". With this project, an engineering firm will evaluate and design plans for the existing Hwy 97 @ CR 297-A intersection for realignment and drainage improvements. Construction will be bid as a package with Devine Farms Road. Design is estimated at 180 days.

Revised 06-27-16

Design Services For
CR 97 and CR 297-A Intersection and Drainage Improvements

Purpose

The Engineering Division of Escambia County Public Works Bureau requests construction plans be developed for intersection improvements at CR 297-A and CR 97 in Cantonment, Florida. A&E services shall provide construction plans, permitting, public involvement, bid documents, bid assistance, and limited project construction oversight for the project.

Scope

It is the intent of the county to realign CR 97 with CR 297-A. This shall include adding a southbound acceleration/merge lane on CR 297-A, between CR 97 and Ashbury Lane, realign CR 297-A to accept the changes, and design drainage improvements for the west side of CR 297-A, through the CR 97 intersection. The length of the project is approximately 1/8 mile. The A/E will be responsible for acquiring the certified Boundary and/or Topographic Survey that meets the current Minimum Technical Standards as defined by the applicable Florida Statutes.

Description of Work Activities

The consultants and/or its sub-consultants may perform the following activities in completing the construction plans:

Task 1: Data collection & review, Plan preparation, and Permitting:

- Attend public meetings with residents to receive input from the residents regarding drainage and paving issues.
- Meet with Public Works Bureau staff for input or maintenance and historical complaints.
- Provide Geotechnical Reports on Soil Data
- Coordinate with County Surveyor and staff for the collection of surveying data for project.
- Provide 30%, 60%, 90%, and final plans for each project phase for review by County.
- Provide for all required regulatory permitting, including permit fee allowances.
- Plans should be reproducible to 40 scale 11"x17" and 20 scale 24" X 36" sheets size plans.
- Utility Coordination and Plans-in-hand walk through with Utility companies at all phase submittals.
- Submit cost estimates via pricing agreement (preliminary at 60%, final draft at 90%, Final Pricing Agreement or Bid Tab Sheet at 100%).

Task 2: Bidding Estimates:

- Prepare all bid documents through bidding process.
- Attend pre-bid meeting with Engineering and Purchasing Departments.
- Respond to all Request for Information and issue any necessary addendums.
- Tabulate bids or pricing agreement totals.

Task 3: Construction Administration & Inspections (Limited Allowance Based upon actual time):

- Consultant will attend a Preconstruction Conference.
- Consultant will prepare as-built certification based upon contractor mark-ups & post construction meetings and inspections.
- Consultant will be available on an as-needed basis during construction to address issues with design or any unforeseen construction issues. and as needed to monitor construction and prepare as-built drawings. The County will inspect all construction Improvements. All limited inspections services provided by the consultant shall be established as an allowance.

Scope of Work for Survey Services

1. Surveying services necessary for the design of the project shall include, but not limited to, the following:

   a) Three certified copies of the Topographical Survey that meets the current Florida Minimum Technical Standards as set forth by the Board of Professional Surveyors and Mappers.

   b) Minimum of two Benchmarks referenced to NAVD88 Datum. Maximum distance between Benchmarks shall not exceed 1000 feet.

   c) Cross-section data intervals shall not exceed 100 feet. Where possible, topographical data shall exceed the right-of-way width by a minimum of 5 feet to ensure complete DTM coverage of right-of-way.

   d) Road rights-of-way and parcel lines depicted on topographical survey shall be based on field located property corners, where such corners exist.

   e) Electronic files submitted shall be based on State Plane Coordinates, NAD83 (2011), and North Florida Zone.

   Note: If a discrepancy exist between the requirements above and the current Florida minimum Technical Standards, the more stringent standard will apply.

A&E Selection Procedure for Projects less than $50,000*

- A project is formed due to a request for maintenance, drainage, resurfacing, pedestrian improvements, etc.
- A PC is assigned to the project.
- The assigned PC and/or Project Owner shall draft an informal scope for committee, consisting of at least three members. The committee will typically consist of a Assistant County Engineer, a Senior Manager, the PC, and/or the Project Owner.
- The PC shall provide a copy of the latest version of the A/E Consultant Selection List, Abbreviated Checklist, Abbreviated A/E Form, and any other related documentation This package shall be routed through their supervisor for short listing consideration.
- The County Engineer and the Assistant County Administrator shall choose 3 A/E's for short listing from the A/E Consultant Selection List (H:\ENG\FileSystem\Finance\A&E List by FY_*DATE*.xls) while considering knowledge of the project, past performance, qualifications, equity of work, etc.
- The short list is returned to the PC to schedule the committee meeting for ranking and selection.
- The Committee shall rank the 3 A/E's selected (1, 2, & 3) and justify the selection of the #1 A/E.
- The PC shall inform the selected A/E and request a formal scope (set up scope discussion meeting if needed). Accounting shall be copied on the selection checklist for an A/E Consultant Selection List update.
- Once formal scope is accepted, PC shall request a fee proposal. **Note: The scope may be discussed outside a formal meeting, but all discussions involving the fee shall be in a formal committee meeting.**
- The PC shall schedule a negotiation meeting with the selected consultant and committee members.
- The Committee shall negotiate the fee with the selected A/E.
- Once the price is agreed upon, the PC shall submit an RFF to Accounting for appropriate signatures and ultimately issuance of a PO. If no agreement, committee moves to negotiate with the second firm.
- Once the PO is received, the PC can issue a NTP for design.

Committee members:
Assistant County Engineers (Joy Jones or Colby Brown)
Senior Manager (James Duncan, Chris Curb, or David Forte)
Project Coordinator (Engineering or Traffic)
Project Owner (CRA, Parks, Road Dept., etc., if applicable)

*This process should take 10 to 14 working days.

Revised: 05/12/16

Abbreviated A&E Selection Checklist

Project Name: Highway 97 Intersection Improvements Project

Project ENG#: ENG1429 Project Manager: Elizabeth Bush

- The assigned PM and/or project owner shall draft an informal scope for committee members: Assistant County Engineer, Senior Manager, and the assigned Project Coordinator from Engineering and/or Traffic. Committee shall consist of a minimum of three members.
  Date: 12-18-17

- The County Engineer and the Assistant County Administrator, or designee shall choose 3 A/E's from the A/E Consultant Selection List (H:\ENG\FileSystem\Finance\A&E List by FY_*DATE*.xls) while considering knowledge of the project, past performance, qualifications, equity of work, etc.
  Date: 12/19/17

- The Committee shall rank the 3 A/E's selected (1, 2, & 3) and justify the selection of the #1 A/E.
  Date: 01/09/18

- Once selection is approved, the PC shall inform the selected A/E and request a formal scope (set up scope discussion meeting if needed). Robin shall be informed of the selection so she can update the Consultant Selection List.
  Date:_____

- Once formal scope is acceptable, PM shall request a fee proposal.
  Date:_____

- Schedule a Negotiation meeting.
  Date:_____

- The Committee shall negotiate the fee with the selected A/E.
  Date:_____

- Once the price is agreed upon, the PM shall submit appropriate paperwork to Accounting for issuance of a Purchase Order.
  Date:_____

County Engineer (Joy D. Blackmon)
Assistant County Administrator (Amy L. Lovoy)
Assistant County Engineers (Joy Jones and Colby Brown)
Senior Manager (James Duncan, Chris Curb, or David Forte)

*This process should take 10 to 14 working days.

Revised: 05/12/16

Project Name: Highway 97 Intersection Improvements Pr Date: 12-18-17

Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law)
Checklist

The followin g checklist is intended to provide a method to assure compliance with Florida Statute 286.011, Public Meetings and Records, known as the "Sunshine Laws".

☐ Construction Based Task Order – Estimated Value $ 350,000.00

☐ Study Based Task Order – Estimated Value $ 45,000.00

Contract Number _____

- Committee members

  Elizabeth Bush _____ _____

  James Duncan _____ _____

  Joy Jones _____ _____

- Firms reviewed (please list all firms that were reviewed for possible consideration)

  DRMP _____ _____

  EPR _____ _____

  HDR _____ _____

  RBA _____ _____

  (Include additional pages, if required)

- Ranking of final three firms
  1. RBA
  2. HDR
  3. DRMP
- Motion made by: Chris Curb
- Motion seconded by: Liz Bush 4/3 01/09/18
- Vote:
  - _____
  - _____
  - _____
- Rank/Decision date

  01/09/18

1/9/18

1/9/18

1-9-18

Task Order / F.S. 286.011 Public Meetings And Records (Sunshine Law)
Checklist

- Rational for number one firm

RBA has already acquired a portion of the Survey for the 297-A Project. Their efforts to complete the realignment would be minimal.

- Negotiation Meeting(s) with number one ranked firm (please be aware that these meeting shall be publicly noticed in the building in which they are being held two business days in advance of their occurrence)

Date	Time	Location
[redacted]		
6-20-18	2:00 pm	CAC Rm 207

(Include additional pages, if required)

- Date and time the information listed above was e-mailed to the Office of Purchasing for posting to the purchasing web site and the official posting board (as above, this information shall be provided to the Office of Purchasing in sufficient time to provide for a two business day posting prior to the meeting)

Name

- Meeting taped and minutes prepared by

- Minutes, tapes, backup material, etc. shall be provided to the Office of Purchasing with the task order before it can be approved and issued.

Prepared By:

I do hereby certify that the information provided is true and correct.

TASK ORDERS ISSUED

Revised: 12/18/2017

CONSULTANT	FY 09/10	FY 10/11	FY 11/12	FY 12/13	FY 13/14	FY 14/15	FY 15/16	FY 16/17	FY 17/18	Total
360 Survey Services	$ -	$ 24,454.50	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 24,454.50
American Consulting	$ 531,606.63	$ 24,310.00	$ 79,215.00	$ 15,549.00	$ 25,290.00		$ 101,366.70	$ -	$ -	$ 887,546.43
Baskerville-Donovan, Inc.	$ 1,174,379.69	$ 261,947.29	$ 54,433.75	$ 145,041.73	$ 334,829.01	$ 45,332.88	$ 130,570.00	$ 44,788.00	$ -	$ 3,967,480.46
Bayside Consulting Group	$ 228,790.00	$ -	$ 138,810.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 367,600.00
Biome Consulting Group		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Buchart Horn	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Butler and Associates								$ 25,000.00	$ -	$ 25,000.00
Connelly & Wicker, Inc.	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Davenport Engineering								$ 106,910.00	$ -	$ 106,910.00
David Fitzpatrick	$ 74,988.00	$ 62,713.00	$ 138,360.00	$ 35,512.00	$ 118,652.00	$ 104,011.00	$ 50,456.90	$ -	$ -	$ 628,291.90
Dewberry Engineers	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 55,338.13	$ -	$ 55,338.13
DRMP, Inc.	$ 828,994.99	$ 36,700.41	$ 1,507,431.73	$ 33,182.29	$ 246,331.59	$ 233,854.80	$ 800,000.00	$ 48,921.54	$ -	$ 4,110,629.35
Enginneering and Planning Resources	$ 5,000.00	$ 42,205.00	$ 11,500.00	$ 61,835.30	$ 63,870.20	$ 14,987.00	$ 50,838.75	$ -	$ -	$ 250,236.25
Fabre Engineering, Inc.	$ 142,643.00	$ 226,946.00	$ 370,387.40	$ 140,785.70	$ 222,677.45	$ -	$ 70,843.10	$ -	$ -	$ 1,283,534.65
Geci & Associates, Inc.	$ -	$ 9,320.00	$ 4,810.00	$ 4,810.00	$ 17,528.00	$ 29,525.00	$ -	$ -	$ -	$ 65,993.00
Grey Callahan	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
H.S.A. Consulting Group	$ -	$ -	$ -	$ 47,839.35	$ -	$ -	$ -	$ -	$ -	$ 47,839.35
Hamlin Consulting	$ -	$ -	$ -	$ 7,191.83	$ -	$ -	$ -	$ -	$ -	$ 7,191.83
Gulf Civil Engineering LLC	$ -	$ -	$ -	$ -	$ 2,362.37	$ 48,582.24	$ -	$ -	$ -	$ 50,944.61
Hammond Engineering	$ 123,300.00	$ 131,440.00	$ 85,730.00	$ 77,280.00	$ 76,260.00	$ 6,280.00	$ -	$ 64,350.00	$ -	$ 632,523.00
Hatch Mott MacDonald	$ 1,250,226.15	$ 70,540.00	$ 413,865.59	$ 321,949.07	$ 696,826.18	$ 315,175.51	$ 1,337,515.62	$ 1,444,288.69	$ 40,474.00	$ 6,037,067.81
HDR Engineering	$ 146,675.22	$ 489,467.31	$ 19,648.99	$ 197,582.30	$ 329,064.99	$ 178,402.35	$ 103,990.55	$ 900,555.30	$ -	$ 4,062,492.51
Hernandez Calhoun Engineers	$ -	$ -	$ -	$ 29,136.15	$ -	$ -	$ -	$ -	$ -	$ 29,136.15
H.S.A. Consulting Group	$ -	$ -	$ -	$ 110,895.00	$ 5,257.27	$ 33,470.00	$ -	$ -	$ -	$ 149,622.27
ICON Construction Services	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Infrastructure Speciality	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Jehle-Halstead, Inc.	$ 141,872.50	$ 194,017.50	$ 1,121,790.00	$ 70,471.06	$ 27,997.50	$ -	$ 98,538.77	$ 93,185.93	$ -	$ 1,937,398.26
Jerry W. McGuire & Associates	$ 71,555.00	$ 140,667.16	$ -	$ -	$ 24,800.00	$ 21,259.87	$ -	$ 21,482.90	$ -	$ 309,764.93
Jones Edmunds	$ -	$ -	$ -	$ 110,761.27		$ 47,667.00	$ -	$ -	$ -	$ 158,428.27
Kenneth Horne & Associates	$ 56,413.18	$ 199,265.00	$ 153,183.11	$ -	$ -	$ 97,324.30	$ -	$ 35,867.86	$ -	$ 566,998.67
KMJ Surveyintg	$ 4,935.00	$ 36,345.00	$ -	$ 381,692.79	$ -	$ -	$ -	$ -	$ -	$ 422,972.79
Mehta and Associates	$ 384,561.39	$ -	$ -	$ -	$ 9,593.49	$ -	$ -	$ -	$ -	$ 394,154.88
Merrill Parker Shaw	$ 160,120.00	$ 116,227.50	$ -	$ 189,758.96	$ -	$ -	$ -	$ 21,575.00	$ -	$ 548,652.39
Metric Engineering	$ 371,053.16	$ 250,173.96	$ -		$ 5,189.80	$ 116,141.15	$ 49,468.35	$ -	$ -	$ 792,026.42
Municiple Engineering	$ -	$ -					$ -	$ 36,580.00	$ -	$ 36,580.00
Neel-Schaffer, Inc.	$ -	$ -	$ -	$ 14,936.00			$ -	$ -	$ -	$ 14,936.00
Nova Engineering and Environmental	$ -	$ -	$ -	$ 49,910.00	$ 1,000.00	$ -	$ -	$ -	$ -	$ 50,910.00
PBS&J/Atkins	$ 638,378.63	$ 45,128.75	$ 916,275.19	$ -	$ 355,757.85	$ 109,869.95	$ -	$ 47,940.74	$ -	$ 2,993,362.28
Pittman Glaze and Assoc.	$ -	$ 18,025.00	$ -	$ -	$ -	$ 25,661.00	$ 67,530.00	$ -	$ -	$ 111,216.00
Preble Rish	$ -	$ -	$ -	$ -	$ -	$ 74,831.50	$ -	$ -	$ -	$ 74,831.50
Rebol-Battle and Associates	$ 494,484.51	$ 195,774.56	$ 906,213.00		$ 176,459.51	$ 255,955.25	$ -	$ 128,057.70	$ -	$ 2,324,740.57
R. W. Beck	$ -	$ -	$ -	$ 113,370.00	$ -	$ -	$ -	$ -	$ -	$ 113,370.00
Sigma Consulting	$ 78,900.00	$ 177,310.00	$ 184,940.00	$ 16,751.05	$ 51,945.00	$ 48,075.00	$ 115,325.00	$ 245,730.00	$ -	$ 918,976.05
Singhofen and Associates	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Southeastern Archeological	$ -	$ -	$ -	$ -	$ -	$ -	$ 18,844.70	$ -	$ -	$ 18,844.70
Southern Surveying						$ 11,740.00	$ -	$ -	$ -	$ 11,740.00
Southern Site & Utility Design	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Swift and Hernandez	$ -	$ 2,970.00	$ -	$ 25,800.00	$ -	$ -	$ -	$ -	$ -	$ 28,770.00
The Wit Group	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Terracon Consultants (aka Gallet & Asociates)	$ -	$ -	$ -	$ 18,500.00	$ -	$ -	$ -	$ -	$ -	$ 18,500.00
Thompson Engineering	$ 167,754.50	$ 17,230.00	$ -	$ 162,350.58	$ 23,000.00	$ -	$ 157,395.95	$ 16,504.33	$ -	$ 601,847.36
Volkert Construction Services	$ 237,794.68	$ 16,530.00	$ 30,293.58	$ -	$ 46,993.12	$ 479,436.31	$ 546,427.00	$ 49,700.00	$ 238,548.87	$ 1,648,922.46
Wetland Sciences	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,800.00	$ -	$ 9,800.00
W. K. Dickson	$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Totals	$ 7,314,426.23	$ 2,789,707.94	$ 6,136,887.34	$ 2,382,891.43	$ 2,861,685.33	$ 2,297,582.11	$ 3,699,111.39	$ 3,396,576.12	$ 279,022.87	$ 36,897,575.73
Check Balance	$ 7,314,426.23	$ 2,789,707.94	$ 6,136,887.34	$ 2,382,891.43	$ 2,861,685.33	$ 2,297,582.11	$ 3,699,111.39	$ 3,396,576.12	$ 279,022.87	$ 36,897,575.73
Total Task Orders										0

Date: January 31, 2005
Prepared by: Robin Lambert

THE COUNTY OF ESCAMBIA

PENSACOLA, FLORIDA

Public Works
Department

Joy Jones, PE
Director

PUBLIC NOTICE
Selection/Negotiation Committee Meeting

DESCRIPTION:	CR 97 and CR 297A Intersection Improvements
DATE/TIME:	June 27, 2018, 2:00 PM
PLACE:	Engineering Conference Room 207 3363 West Park Place Pensacola, FL 32505 (850) 595-3434
PURPOSE:	Negotiate A&E Contract with Rebol-Battle and Associates
PROJECT MANAGER:	Elizabeth Bush
COMMITTEE MEMBERS:	Elizabeth Bush, James Duncan, Chris Curb

REBOL-BATTLE & ASSOCIATES
Civil Engineers and Surveyors

Project Understanding / Approach / Scope Clarification

ESCAMBIA COUNTY – Engineering Department
CR97 and CR297A Intersection & Drainage Improvement Project
Revised: 7/2/2018

Rebol-Battle & Associates (RBA) proposes to provide engineering/surveying services, geotechnical services, and permitting to develop final construction plans for the CR97 and CR297A Intersection & Drainage Improvement Project.

This document will serve as clarification to the abbreviated scope of work provided. CR297A will be realigned between Ashbury Lane and CR97 to accommodate a southbound acceleration lane into CR297A. In addition, drainage improvements for the west side of CR297A through the CR97 intersection will be included.

Task 1 – Data Collection
Data collection includes a detailed review and compilation of existing background data and documents available for the site which will be used in the design. RBA will obtain available existing construction plans/calculations, surveys, and deeds along CR297A and CR97. Field investigations will be made to confirm physical constraints and meet with sub consultants. Universal Engineering will perform the geotechnical investigations in this task.

Task 2 – Surveying
The Surveying task will include topographic, horizontal and vertical control through the project area. RBA will survey at a minimum the entire right of way width and 5' beyond the right of way along the project area. Existing survey data will be used where reasonable.

Specifically, the survey task includes:

- Topographic survey (signed and sealed)
- Establish horizontal and vertical control
- Benchmark establishment
- Wetland flag location along route (if required)
- Utility locations (sunshine one call)
- Geotechnical bore locations
- Generate 1 legal sketch for right of way acquisition on NW corner of CR97/CR297A

The surveying services will be performed in accordance with Chapter 61G17-6, Florida Administrative Code and based on State Plane Coordinates, NAD 83/90, North Florida Zone.

Task 3 – 30% Design
At the completion of data collection and field surveying services, 30% preliminary plans will be developed for the project. The submittal will be consistent with the "Summary of Phase Submittals for Escambia County" document. They will include preliminary key sheet, general notes, drainage map, typical section, misc. details, project layout, roadway plan/profile, cross sections, and

SWPPP. Prior to submittal, an internal 30% QA/QC will be performed by an engineer not associated with the design of the project.

Task 4 – Utility Coordination
Upon completion of the 30% design, we will coordinate the project with the utility providers. At 30% design, this phase this will include verification of the utilities found in the SUE investigation (by others), adding any other utilities not found, and obtaining general feedback of the design in its preliminary state.

Task 5 – 60% Design
This task includes addressing any comments received by Escambia County during the 30% review process. This task will provide the progression of 30% design to 60% design. Upon completion of this task, 60% design plans will be provided that are consistent with the "Summary of Phase Submittals for Escambia County" document. They will include preliminary key sheet, general notes, summary of quantities, drainage map, typical section, misc. details, completed project layout, roadway plan/profile, drainage structures, pavement markings and signage, cross sections, and SWPPP. A 60% cost estimate will also be provided. Prior to submittal, an internal 60% QA/QC will be performed by an engineer not associated with the design of the project.

Task 6 – Utility Coordination
Upon completion of the 60% design, we will coordinate all utility adjustments or relocations needed with the utility providers.

Task 7 - Permitting
It is expected that the drainage system through the CR97 intersection will be upsized with this project. The NWFWMD will only exempt County projects where pipes or culverts are replaced with a pipe or culvert having an equivalent hydraulic capacity. It is anticipated that a 62-330.447 General Permit will be required for this project. Permit fees are included.

Task 8 – 90% Design
Once 60% utility coordination has been completed and NWFWMD permitting is underway, the 90% design plans will be completed. This task will provide the progression of 60% design to 90% design. This task includes addressing any comments received by Escambia County during the 60% review process. Upon completion of this task, 90% design plans consistent with the "Summary of Phase Submittals for Escambia County" document will be provided. They will include complete key sheet, general notes, summary of quantities, drainage map, typical section, misc. details, project layout, roadway plan/profile, drainage structures, pavement markings and signage, cross sections, and SWPPP. A 90% cost estimate will also be provided. Prior to submittal, an internal 90% QA/QC will be performed by an engineer not associated with the design of the project.

Task 9 – Utility Coordination
Upon completion of the 90% design, we will coordinate the design with all previously received utility markups and the adjustments shown.

Task 10 – 100% Design

Once all permitting is completed, the 100% design plans will be completed. This task will provide the progression of 90% design to 100% design. This task includes addressing any comments received by Escambia County during the 90% review process. Upon completion of this task, 100% design plans consistent with the "Summary of Phase Submittals for Escambia County" document will be provided. They will include final key sheet, general notes, summary of quantities, drainage map, typical section, misc. details, project layout, roadway plan/profile, drainage structures, pavement markings and signage, cross sections, and SWPPP. A 100% cost estimate will also be provided. Prior to submittal, an internal 100% QA/QC will be performed by an engineer not associated with the design of the project.

In addition to 100% construction plans, bid documents including the bid tabulation and technical specifications will be provided should this project exceed the pricing agreement thresholds. These documents will then be subject to a CDR review by Escambia County. This task includes revisions as necessary to produce final plans ready for procurement based upon the CDR.

Task 11 – Bidding Services

RBA will attend the pre-bid meeting, answer RFI's contractors may submit during bidding, provide any addendum documentation, attend the bid opening, and provide a certified bid tabulation of all bids received.

Task 12 – Optional Services

The following services may be necessary through design and construction of the project. Neither RBA or its sub-consultants will proceed with any of these items unless a NTP is obtained from Escambia County.

- Construction Inspection - This task includes any construction administration and observations that may be required or requested by County staff. Items included include are attendance at the pre-construction meeting, response to contractors RFI, shop drawing review, substantial completion inspection, final completion inspection, permit certifications, as-built drawings based upon contractor's markups.

Rebol-Battle & Associates, LLC
January 1, 2018

Civil Engineering Services - _Exhibit A, Labor
Project Number: RBA 2017---
Project Name :

								ONE MAN CREW	TWO MAN CREW	THREE MAN CREW
	Project Manager	Senior Civil Engineer (PE)	Civil Engineer (EI)	Civil Drafter	Civil Clerical	PSM	CADD Tech	SUR Party chief	Surveyor (I)	Surveyor (II)
Hourly Rate	43.26	41.21	26.44	23.72	17.80	28.90	23.25	23.00	37.50	48.00
Overhead Multiplier (see breakout below)	1.55	1.55	1.55	1.55	1.55	1.55	1.55	1.55	1.55	1.55
Profit Multiplier	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12	1.12
Professional Hourly Rate	$ 123.55	$ 117.70	$ 75.51	$ 67.74	$ 50.84	$ 82.54	$ 66.40	$ 65.69	$ 107.10	$ 137.09

CR97 & CR297A Realignment

Revised July 2, 2018

	Project Manager		Senior Civil Engineer (PE)		Civil Engineer (EI)		Civil Drafter		Civil Clerical		PSM		CADD Tech		Surveyor (II) (Three Man Crew)		Sub-Consultants	Prime Consultant
	Rate	$123.55	Rate	$117.70	Rate	$75.51	Rate	$67.74	Rate	$50.84	Rate	$82.54	Rate	$66.40	Rate	$137.09		
	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal	Hours	Subtotal		
TASK 1 - Data Collection																		
Obtain existing plans, calculations, surveys, deeds, etc			4	$470.80					2	$101.68	1	$82.54	4	$265.60				$920.02
Field visit to verify constraints	1	$123.55	2	$235.40							1	$82.54						$441.49
Geotechnical - See Universal Engineering Scope																	$1,500.00	
Coordination with geotechnical consultant	1	$123.55	1	$117.70														$241.25
																Task Subtotal	**$1,500.00**	**$1,603.36**
TASK 2 - Surveying																		
Establish horizontal and vertical control through corridor															8	$1,096.72		$1,096.72
Survey existing conditions and generate topographic survey											4	$330.16	12	$796.80	32	$4,386.88		$5,513.84
Generate 1 legal & sketch											2	$165.08	4	$265.60				$430.68
																Task Subtotal		**$7,041.24**
TASK 3 - 30% Design																		
Develop Horizontal Base Alignment	0.5	$61.78	1	$117.70	4	$302.04	8	$541.92										$1,023.44
Develop Roadway Profile Base Plan	0.5	$61.78	1	$117.70	4	$302.04	8	$541.92										$1,023.44
Prepare 30% Cross Sections	0.5	$61.78	2	$235.40	4	$302.04	8	$541.92										$1,141.14
Drainage Basin Delineation			2	$235.40	8	$604.08	2	$135.48										$974.96
Prepare Conceptual Overall Drainage Design			2	$235.40	8	$604.08	8	$541.92										$1,381.40
30% QAQC					5	$377.55												$377.55
Incorporate 30% QAQC review comments			2	$235.40			4	$270.96										$506.36
Prepare and submit 30% package to County	1	$123.55							1	$50.84								$174.39
																Task Subtotal		**$6,602.67**
TASK 4 - Utility Coordination																		
Coordination of relocations and adjustments with providers	1.0	$123.55	6	$706.20			8	$541.92										$1,371.67
																Task Subtotal		**$1,371.67**
TASK 5 - 60% Design Plans																		
Address and Incorporate 30% Review Comments from County			1	$117.70	4	$302.04	10	$677.40										$1,097.14
Prepare 60% drainage & conveyance plan			2	$235.40	4	$302.04	8	$541.92										$1,079.36
Prepare 60% supporting drainage calculations	0.25	$30.89	2	$235.40	4	$302.04												$568.33
Prepare 60% roadway geometry sheets	0.25	$30.89	2	$235.40	4	$302.04	8	$541.92										$1,110.25
Prepare 60% plan and profile sheets	0.25	$30.89	2	$235.40	4	$302.04	8	$541.92										$1,110.25
Prepare 60% striping plan detail sheet	0.25	$30.89	1	$117.70	3	$226.53	2	$135.48										$510.60
Prepare 60% x-section sheets	0.25	$30.89	2	$235.40	4	$302.04	8	$541.92										$1,110.25
Prepare 60% detail and note sheets	0.25	$30.89	2	$235.40	4	$302.04	8	$541.92										$1,110.25
Prepare 60% SWPPP plan	0.25	$30.89	2	$235.40	4	$302.04	4	$270.96										$839.29
Prepare 60% cost estimate	0.25	$30.89	4	$470.80	4	$302.04												$803.73
60% QAQC					5	$377.55												$377.55
Incorporate 60% QAQC review comments			2	$235.40			8	$541.92										$777.32
Prepare and submit 60% package to County	1.0	$123.55							1	$50.84								$174.39
																Task Subtotal		**$10,668.69**
TASK 6 - Utility Coordination																		
Coordination of relocations and adjustments with providers	1.0	$123.55	6	$706.20			8	$541.92	0.5	$25.42								$1,397.09
																Task Subtotal		**$1,397.09**
TASK 7 - Permitting																		
Prepare NWFWMD permit package	1.0	$123.55	3	$353.10			4	$270.96	1	$50.84								$798.45
Address Comments			1	$117.70			2	$135.48										$253.18
Prepare and submit revised permit package			0.5	$58.85					0.5	$25.42								$84.27
Permit Fees																		$250.00
																Task Subtotal		**$1,385.90**
TASK 8 - 90% Design																		
Address and Incorporate 60% Review Comments from County			1	$117.70	2	$151.02	10	$677.40										$946.12
Prepare 90% drainage & conveyance plan			2	$235.40	2	$151.02	2	$135.48										$521.90
Prepare 90% supporting drainage calculations			2	$235.40	2	$151.02												$386.42
Prepare 90% roadway geometry sheets			2	$235.40	2	$151.02	4	$270.96										$657.38
Prepare 90% plan and profile sheets			2	$235.40	2	$151.02	4	$270.96										$657.38
Prepare 90% striping plan detail sheet			1	$117.70	1	$75.51	2	$135.48										$328.69
Prepare 90% x-section sheets			1	$117.70	1	$75.51	4	$270.96										$464.17
Prepare 90% detail and note sheets			1	$117.70	1	$75.51	2	$135.48										$328.69
Prepare 90% SWPPP plan			1	$117.70	1	$75.51	2	$135.48										$328.69
Prepare 90% cost estimate			3	$353.10	4	$302.04												$655.14
90% QAQC					5	$377.55												$377.55
Incorporate 90% QAQC review comments			1	$117.70	3	$226.53	4	$270.96										$615.19
Prepare and submit 90% package to County	1	$123.55							1	$50.84								$174.39
																Task Subtotal		**$6,441.71**
TASK 9 - Utility Coordination																		
Coordination of relocations and adjustments with providers	1.0	$123.55	3	$353.10			4	$270.96	0.5	$25.42								$773.03
																Task Subtotal		**$773.03**
TASK 10 - 100% Design																		
Address and Incorporate 90% Review Comments from County			1	$117.70	2	$151.02	8	$541.92										$810.64
Prepare 100% drainage & conveyance plan			1	$117.70	2	$151.02												$268.72
Prepare 100% supporting drainage calculations			1	$117.70	2	$151.02												$268.72

Prepare 100% roadway geometry sheets			0.5	$58.85	1	$75.51	2	$135.48										$269.84
Prepare 100% plan and profile sheets			0.5	$58.85	1	$75.51	2	$135.48										$269.84
Prepare 100% striping plan detail sheet			0.5	$58.85	1	$75.51	2	$135.48										$269.84
Prepare 100% x-section sheets			0.5	$58.85	1	$75.51	2	$135.48										$269.84
Prepare 100% detail and note sheets			0.5	$58.85	1	$75.51	2	$135.48										$269.84
Prepare 100% SWPPP plan			0.5	$58.85	1	$75.51	1	$67.74										$202.10
Prepare 100% cost estimate			1.0	$117.70	2	$151.02												$268.72
100% QAQC					4	$302.04												$302.04
Incorporate 100% QAQC review comments			0.5	$58.85	2	$151.02	4	$270.96										$480.83
Prepare 100% bid tabulation			0.5	$58.85														$58.85
Prepare 100% Specifications			0.5	$58.85	1	$75.51												$134.36
Prepare and submit 100% package to County									1	$50.84								$50.84
Address CDR Comments			0.5	$58.85	2	$151.02	6	$406.44										$616.31
Prepare and submit final plans, bid tab, and specs to County for bidding	1	$123.55							1.5	$76.26								$199.81
																Task Subtotal		**$5,011.14**
TASK 11 - Bidding Services																		
Attend pre-bid meeting			2	$235.40														$235.40
Address RFI's and issue addendums	0.5	$61.78	2	$235.40					1	$50.84								$348.02
Attend bid opening			2	$235.40														$235.40
Evaluate and certify the final bid tabulation for contract award			1	$117.70					0.5	$25.42								$143.12
																Task Subtotal		**$961.94**
TASK 12 - Optional Services																		
Construction Inspection																		
Attend pre-construction meeting			2	$235.40														$235.40
Site visits/meetings during contruction	1.0	$123.55	24	$2,824.80														$2,948.35
Addres RFI's					1	$75.51												$75.51
Review shop drawings					2	$151.02												$151.02
Substantial completion inspection			2	$235.40														$235.40
Final completion inspection			2	$235.40														$235.40
Permit certifications			1	$117.70	2	$151.02												$268.72
As-built drawing from contractor's markups	1	$123.55	1	$117.70	2	$151.02	10	$677.40										$1,069.67
																Task Subtotal		**$5,219.47**

Basic Services - Total Sub	$1,500.00
Basic Services - Total Prime	$43,258.43
Basic Services Total	**$44,758.43**
Optional Services - Total Sub	
Optional Services - Total Prime	$5,219.47
Optional Services Total	**$5,219.47**
Contract Total	**$49,977.90**

Calculations verified by R Lambert 080218

RBA - 97 AND 297A

		PM	SR CE	CE	CD	CLERICAL	PSM	CADDTECH	SURVEYOR (3MAN)	Total Fees
Hourly Fee		$123.55	$117.70	$75.51	$67.74	$50.84	$82.54	$66.40	$137.09	
	1	2	7	0	0	2	2	4	0	$1,603.36
	2	0	0	0	0	0	6	16	40	$7,041.24
	3	2.5	10	33	38	1	0	0	0	$6,602.67
	4	1	6	0	8	0	0	0	0	$1,371.67
	5	3	22	44	64	1	0	0	0	$10,668.69
	6	1	6	0	8	0.5	0	0	0	$1,397.09
	7	1	4.5	0	6	1.5	0	0	0	$1,135.90
	8	1	17	26	34	1	0	0	0	$6,441.71
	9	1	3	0	4	0.5	0	0	0	$773.03
	10	1	9	23	29	2.5	0	0	0	$5,011.14
	11	0.5	7	0	0	1.5	0	0	0	$961.94
	12	2	32	7	10	0	0	0	0	$5,219.47
		16	123.5	133	201	11.5	8	20	0	**$48,227.90**
										$0.00
							Permit Fee			$250.00
							Sub consultant			$1,500.00
										$49,977.90

Board of County Commissioners • Escambia County, Florida

Joy Jones, PE, Public Works Director
Engineering Department

November 6, 2018

Mr. Jeremy King, P.E.
Rebol-Battle and Associates, LLC
2301 N. 9th Avenue, Suite 300
Pensacola, Florida 32503

Re: NOTICE TO PROCEED – Task Order PD# 02-03.79.48.18.ENG; PO# 181417
Engineering and Surveying Services for Highway 97 Intersection Improvements Project

Dear Jeremy:

In accordance with the contract and associated work order/contract documents, you are hereby authorized effective, November 19, 2018, to proceed with the work for Highway 97 Intersection Improvements Project. The project shall be completed in 540 calendar days, setting the contract completion date for May 12, 2020. This time includes 240 days for design, 90 days for procurement, 180 days for construction, and 30 days for close-out.

I will be the contact for the Engineering Division of Public Works. If you have any questions, please contact me at 850-554-3063.

Sincerely,

Elizabeth Bush
Construction Manager

ec: Evelyn Rancifer, Accounting Specialist

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17639 **County Administrator's Report 12. 34.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Change Order Number 4 to Purchase Order 201017 to SPX Genfare
From: TONYA ELLIS, Director, Mass Transit
Organization: Mass Transit
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Change Order #4 to SPX Genfare for the Mass Transit Department's Fare Box Repairs - Tonya Ellis, Mass Transit Department Director

That the Board approve and authorize the County Administrator to execute Change Order #4 to SPX Genfare, adding funds for the repair and maintenance of fare boxes.

Department:	Mass Transit
Division:	Maintenance
Type:	Addition
Amount:	$16,000
Vendor:	SPX Genfare
Project Name:	N/A
Contract:	Proprietary Parts
Purchase Order #:	201017
Original Award Amount:	$4,000
Change Order # 1	$4,000
Change Order # 2	$4,000
Change Order # 3	$7,000
Change Order # 4 (this request)	$16,000
Total:	$35,000

Due to the age of the fare boxes used on the Fixed Route the repair cost is increasing. Repairs are essential to fare and ridership information collection.

[Funding: Funds are available in Fund 104, Mass Transit, Cost Center 320407, Fleet Maintenance]

BACKGROUND:

Upon review of the Purchase Order, it has been determined that an additional $16,000 is needed for the repair and maintenance of fare boxes used to collect fares and record vital ridership statistics. Due to the age of the fare boxes, the repairs and maintenance have increased.

BUDGETARY IMPACT:

Funds are available in Fund 104, Mass Transit, Cost Center 320407, Fleet Maintenance.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with he provisions of the Code or Ordinances of Escambia County, Florida, Chapter 46, Finance, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon approval of this Recommendation, a Change Order will be transmitted to the Office of Purchasing for processing.

Attachments

PO and Change Orders

PURCHASE ORDER NO. 201017

BOARD OF COUNTY COMMISSIONERS

ESCAMBIA COUNTY FLORIDA
213 PALAFOX PLACE SECOND FLOOR SUITE 11.101
PO BOX 1591
PENSACOLA,FL 32591-1591
(850) 595-4980

INVOICE
PLEASE EMAIL INVOICES TO:
escambia.invoices@escambiaclerk.com
CLERK OF THE COURT & COMPTROLLER
HON. PAM CHILDERS
221 PALAFOX PLACE, SUITE 140
PENSACOLA, FL 32502-5843

VENDOR
062834 FAX: 847-758-4997
SPX CORPORATION
DBA GENFARE
800 ARTHUR AVE
ELK GROVE VILLAGE IL 60007

SHIP TO
ESCAMBIA COUNTY AREA TRANSIT
1515 W FAIRFIELD DR
PENSACOLA, FL 32501
ATTN: MARIANNE KURTZ 850.595.3228

ORDER DATE: 12/05/19	BUYER: BUZZ ROGGENBUCK	REQ. NO.: 20000831	REQ. DATE:
TERMS: NET 30 DAYS	F.O.B.:	DESC.:	

ITEM#	QUANTITY	UOM	DESCRIPTION	UNIT PRICE	EXTENSION
			This blanket order is for repairs to farebox needed exclusively for the use of Escambia County Mass Transit in its daily operations. The County shall be charged according to the applicable contract price schedule or a preferred status with the lowest prices usually extended to most favored customers.		
01	1.00		BLANKET PO TO PROVIDE PARTS AND REPAIRS TO TRANSIT FARE BOXES 10/1/19-9/30/20	4000.0000	4,000.00

ITEM#	ACCOUNT		AMOUNT	PROJECT CODE
01	320407	54606	4,000.00	

PAGE TOTAL	$	4,000.00
TOTAL	$	4,000.00

APPROVED BY _____

TAX ID 85-8013888011C-3
FED ID 59-6000-598

Original Purchase Order

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	062834	Vendor Name:	SPX DBA Genfare		
Project Number:		P.O. Number:	201017	C.O. Number	1
Department:	ECAT	P.D. Number:		Date:	12/17/19

Notes for Modifying the Scope of Award:

CO-1 Incease Cost center 320407, Object code 54606 in the amount of $4,000

Previous PO Total Dollars:	$	4,000.00
Net Dollars for this addition:	$	4,000.00
New PO Total Dollars:	$	8,000.00

To Modify Existing Purchase Order:

Subtracting Dollars to Line Item No:	1	Quantity Adjustment:	+	Amount:	$4,000.00
Adding Dollars to Line Item No:	1	Adjustment:	+	Amount:	

Modify Notes:

Date of BCC action: (**ATTACH RESUMÉ**)	
Previous Purchase Order Total Dollars:	$4,000.00
Net Dollars added or subtracted:	$4,000.00
New Purchase Order Total Dollars:	$8,000.00
Previous Contract Total Dollars:	
Net Dollars added or subtracted:	
New Contract Total Dollars:	$0.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
320407	54606		+	$4,000.00

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____ **Date:** 12/17/19

Contract Administrator's Certification & Approval: Gwiedeman **Date:** 12/17/19

Office of Purchasing Review Agent: _____ **Date:** _____

Department Director: Tonya Ellis **Date:** 12/17/19

County Administrator's Approval: _____ **Date:** _____

F0020 (Revised 1/31/2008)

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	062834	Vendor Name:	SPX DBA Genfare		
Project Number:		P.O. Number:	201017	C.O. Number	2
Department:	ECAT	P.D. Number:		Date:	01/15/20

Notes for Modifying the Scope of Award:

CO-1 Incease Cost center 320407, Object code 54606 in the amount of $4,000

CO-2 Incease Cost center 320407, Object code 54606 in the amount of $4,000

Previous PO Total Dollars:	$	8,000.00
Net Dollars for this addition:	$	4,000.00
New PO Total Dollars:	$	12,000.00

To Modify Existing Purchase Order:

Subtracting Dollars to Line Item No:	1	Quantity Adjustment:	+	Amount:	$4,000.00
Adding Dollars to Line Item No:		Adjustment:		Amount:	

Modify Notes:

Date of BCC action: (**ATTACH RESUMÉ**)	
Previous Purchase Order Total Dollars:	$8,000.00
Net Dollars added or subtracted:	$4,000.00
New Purchase Order Total Dollars:	$12,000.00
Previous Contract Total Dollars:	
Net Dollars added or subtracted:	
New Contract Total Dollars:	$0.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
320407	54606		+	$4,000.00

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____ **Date:** 01/15/20

Contract Administrator's Certification & Approval: gwiedeman **Date:** 01/15/20

Office of Purchasing Review Agent: _____ **Date:** _____

Department Director: Tonya Ellis **Date:** 01/15/20

County Administrator's Approval: _____ **Date:** _____

F0020 (Revised 1/31/2008)

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	062834	Vendor Name:	SPX Genfare		
Project Number:		P.O. Number:	201017	C.O. Number	3
Department:	ECAT	P.D. Number:		Date:	02/12/20

Notes for Modifying the Scope of Award:

CO-1 Incease Cost center 320407, Object code 54606 in the amount of $4,000
CO-2 Incease Cost center 320407, Object code 54606 in the amount of $4,000

CO-3 Increase Cost center 320407, Object code 54606 in the amount of $7,000.00 for farebox repairs

Previous PO Total Dollars:	$	12,000.00
Net Dollars for this addition:	$	7,000.00
New PO Total Dollars:	$	19,000.00

To Modify Existing Purchase Order:

Subtracting Dollars to Line Item No:	1	Quantity Adjustment:	+	Amount:	$7,000.00
Adding Dollars to Line Item No:		Adjustment:		Amount:	

Modify Notes:

Date of BCC action: (**ATTACH RESUMÉ**)	
Previous Purchase Order Total Dollars:	$12,000.00
Net Dollars added or subtracted:	$7,000.00
New Purchase Order Total Dollars:	$19,000.00
Previous Contract Total Dollars:	
Net Dollars added or subtracted:	
New Contract Total Dollars:	$0.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
320407	54606		+	$7,000.00

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____ **Date:** 02/12/20

Contract Administrator's Certification & Approval: Wiedeman **Date:** 02/12/20

Office of Purchasing Review Agent: _____ **Date:** _____

Department Director: Tonya Ellis **Date:** 02/12/20

County Administrator's Approval: _____ **Date:** _____

F0020 (Revised 1/31/2008)

CHANGE ORDER REQUEST
PURCHASE ORDER / RELEASE ORDER / CONTRACT

Vendor Code:	062834	Vendor Name:	SPX Corporation DBA Genfare		
Project Number:		P.O. Number:	201017	C.O. Number	4
Department:	ECAT	P.D. Number:		Date:	03/05/20

Notes for Modifying the Scope of Award:

CO-1 Incease Cost center 320407, Object code 54606 in the amount of $4,000

CO-2 Incease Cost center 320407, Object code 54606 in the amount of $4,000

CO-3 Increasee Cost center 320407, Object code 54606 in the amount of $7,000 for farebox repairs

CO-4 Increase cost center 320407, Object code 54606 in the amount of $16,000 for farebox repairs

Previous PO Total Dollars:	$	19,000.00
Net Dollars for this addition:	$	16,000.00
New PO Total Dollars:	$	35,000.00

To Modify Existing Purchase Order:

Subtracting Dollars to Line Item No:		Quantity Adjustment:		Amount:	
Adding Dollars to Line Item No:	1	Adjustment:	+	Amount:	$16,000.00

Modify Notes:

Date of BCC action: (**ATTACH RESUMÉ**)	
Previous Purchase Order Total Dollars:	$19,000.00
Net Dollars added or subtracted:	$16,000.00
New Purchase Order Total Dollars:	$35,000.00
Previous Contract Total Dollars:	
Net Dollars added or subtracted:	
New Contract Total Dollars:	$0.00

Modifying Cost Centers, Object Code / Accounts and Project Numbers:

Cost Center:	Object Code:	Project Number:	+ / - Change	Dollar Amount
320407	54606		+	$16,000.00

☐ Check if applicable: The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

☐ Check if applicable and provide written confirmation from the bonding company / agent (attorney-in-fact) that the amount of the Performance and Payment Bonds have been adjusted to 100% of the new contract amount.

Request Prepared By: _____ **Date:** 03/05/20

Contract Administrator's Certification & Approval: Widerman **Date:** 03/05/20

Office of Purchasing Review Agent: _____ **Date:** _____

Department Director: Tonya Ellis **Date:** 03/05/20

County Administrator's Approval: _____ **Date:** _____

F0020 (Revised 1/31/2008)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17703 **County Administrator's Report 12. 35.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Economic Development Incentive Fund Payment to Navy Federal Credit Union Greater Pensacola Operations
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Economic Development Incentive Fund Payment to Navy Federal Credit Union Greater Pensacola Operations - Janice P. Gilley, County Administrator

That the Board approve payment to Navy Federal Credit Union Greater Pensacola Operations, in the amount of $1,000,000, for Economic Development Incentives as set out in the Economic Development Incentive Fund Program Agreement between Escambia County and Navy Federal Credit Union.

BACKGROUND:

The Economic Development Incentive Fund Program Agreement was entered into by Navy Federal Credit Union on December 10, 2015, providing for the payment of funds from the Economic Development Incentive Fund, for achieving gains in the local economy by their business activity in 2019 - 2020.

BUDGETARY IMPACT:

Funding: Fund 102, Economic Development

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is consistent with County Ordinance, Chapter 46, Article II, Purchase and Contracts.

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Purchase Order will be issued by the Office of Purchasing to provide for payment of the funds per the Agreement.

Attachments

Board Minutes 2015 Navy Federal EDATE

2015 Navy Federal EDATE Agreement

Navy Federal Invoice 2019_2020

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-35. Approval of Various Consent Agenda Items – Continued

31. Approving the *Economic Development Incentive Fund Program Agreement* between Escambia County and Navy Federal Credit Union (COMPANY), to award COMPANY an economic development incentive Grant, subject to compliance with the Award Conditions and corresponding duties set forth in the Agreement, in order to provide project funding for job creation and capital improvements for the expansion of COMPANY'S Heritage Oaks Campus located at 5550 Heritage Oaks Drive, in Escambia County, effective when executed by all parties to the Agreement and filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida, and continuing without interruption through three years after the Project Completion date of December 31, 2026, unless the COMPANY elects to extend the Agreement for an additional one-year period (Funding Source: to be determined).

32. Approving, and authorizing the Chairman to sign, the *Memorandum of Understanding between the School Board of Escambia County, Florida and the Escambia County, Florida, Board of County Commissioners for the Construction of the Walnut Hill Community Center Walking Path.*

33. Awarding Contract PD 14-15.096, for Clean-Up of Parks and Boat Ramps, to Keep Pensacola Beautiful, Inc., and approving, and authorizing the Chairman to execute, the *Agreement for Maintenance of County Parks and Boat Ramps PD 14-15.096*, between Escambia County and Keep Pensacola Beautiful, Inc., for an estimated annual amount of $132,187, for a term of 12 months, with two options for 12-month Contract extensions; the Invitation to Bid PD 14-15.096 was advertised in the Pensacola News Journal on September 21, 2015; 26 companies were notified of the Invitation to Bid; a mandatory pre-bid meeting was held on September 29, 2015; representatives from eight firms attended the pre-bid meeting held at the Parks and Recreation Department; four bids were received on October 12, 2015; two bids were deemed non-responsive; Keep Pensacola Beautiful, Inc., was the lowest responsive bidder and was accepted by the Parks and Recreation Department for the recommendation to award the Contract for Clean-Up of Parks and Boat Ramps (Funding: Fund 001, General Fund, Cost Center 350226, Parks Maintenance - $32,669; Fund 101, Restricted Fund, Cost Center 350236, Fishing Bridge - $9,173; Fund 110, Other Grants and Projects, Cost Center 220807, Vessel Registration - $4,586; and Fund 352, Local Option Sales Tax III, Cost Center 350229, Parks Projects - $85,759).

Escambia County
Clerk's Original

12/10/2015 CAK II:31

Date: 12/14/2015 Verified By:

ECONOMIC DEVELOPMENT INCENTIVE FUND PROGRAM AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 10th day of December, 2015, by and between Escambia County, a political subdivision of the State of Florida, with administrative offices at 221 Palafox Place Pensacola, Florida 32502 (hereafter referred as "COUNTY"), and Navy Federal Credit Union, a federally chartered credit union, authorized to do business and doing business in the State of Florida, with a local office at 5550 Heritage Oaks Drive, Pensacola, Florida, (hereafter referred to as "COMPANY").

WITNESSETH:

WHEREAS, the COUNTY by adoption of Ordinance No. 2009-13 has the power to provide economic incentives to induce private business enterprises to locate and/or expand in Escambia County; and

WHEREAS, the COUNTY is authorized by Article VIII, Section 1(f) of the Florida Constitution, §125.01(1)(w), Florida Statutes, and §125.045 (2) and (3), Florida Statutes, to enter into Economic Development Incentive Fund Program Agreements to cooperatively utilize public funds to achieve the County's economic development goals; and

WHEREAS, the COUNTY has indicated a willingness and desire to maintain a stable economy by retaining, attracting and providing favorable conditions for the growth of qualified business enterprises with above average salaries; and

WHEREAS, it has been determined that COMPANY currently meets the qualification criteria established in Ordinance No. 2009-13 and qualifies for economic development incentives; and

WHEREAS, it will be mutually beneficial to both parties for the COUNTY to offer economic development incentive funds to COMPANY to further the County's economic development goals.

NOW, THEREFORE, upon review for compliance with the County's Economic Development Incentive Fund Ordinance and the Economic Development Incentive Fund Application submitted by COMPANY, the parties represent and agree as follows:

1. RECITALS. The above recitals are hereby incorporated into this Agreement.

2. TERM. Except as otherwise provided herein, the term ("Term") of this Agreement shall commence upon the Effective Date, as provided in Section 18 below, and continue without interruption through three (3) years after the Project Completion Date (as defined below). Unless COMPANY elects to extend the Agreement for an additional one year period, as provided in Section 19 below, the "Project Completion

Date" shall be December 31, 2026. Notwithstanding anything to the contrary contained herein, COMPANY's recordkeeping obligations pursuant to this Agreement shall survive and continue for a period of three (3) years after the earlier of: (i) the Project Completion Date, or (ii) the termination of this Agreement.

3. PROJECT DESCRIPTION. The COUNTY shall award COMPANY an economic development incentive grant subject to compliance with the Award Conditions and corresponding duties set forth herein in order to provide project funding for job creation and capital improvements for the expansion of COMPANY's Heritage Oaks Campus located at 5550 Heritage Oaks Drive in Escambia County (the "Project"). COMPANY represents, agrees and warrants that incentive grant funds shall only be used for site development, infrastructure improvements, facility construction costs, or other expenditures directly related to the Project or reimbursement for expenses related thereto.

4. INCENTIVE GRANT. Subject to COMPANY's compliance with the respective year's Award Conditions (as set forth in Section 5 below), COUNTY agrees to pay COMPANY, on or before sixty (60) days after COMPANY provides the annual certification and documentation set forth in Section 6 below, an annual incentive grant (each an "Annual Grant") in the amount of $1,000.00 for each Additional Project Job created during the previous year (and/or created in any earlier period during the Term but not previously included in any prior year's Annual Grant payment), as calculated and determined pursuant to Section 6(c) below. Except as otherwise provided in this Section 4, and/or in Section 8 below, each Annual Grant payment shall be up to a maximum of $500,000.00 per year ("Annual Limit"). Notwithstanding anything to the contrary contained herein, if the amount of the Annual Grant(s) in any year(s) is less than the Annual Limit (for example, due to creation of less than 500 Additional Project Jobs during the prior year(s), or for any other reason), the amount of any subsequent Annual Grant(s) may exceed the Annual Limit to the extent of the prior year(s)' shortfall. However, in no event shall the "Total Incentive Grant" (defined herein as the sum of all the Annual Grants pursuant to this Agreement) exceed the sum of $5,000,000.00.

5. AWARD CONDITIONS. The "Award Conditions" for payment of the applicable Annual Grant shall be as follows:

(a) ADDITIONAL PROJECT JOB CREATION. The parties acknowledge and agree that for purposes of this Agreement, COMPANY's baseline number is 4,144 full-time employees ("Baseline Jobs").

On or before the Project Completion Date, COMPANY agrees to create up to 5,000 additional full-time jobs in Escambia County, Florida (the "Additional Project Jobs"), resulting in COMPANY's combined Baseline Jobs and Additional Project Jobs (the "Total Project Jobs") of 9,144 in Escambia County, Florida, having an overall average annual gross salary of $49,675.00 (including bonuses, overtime, annual leave, sick leave, and any other similar payments, but excluding

non-cashable employee benefits). Although not binding, COMPANY anticipates the following annual Additional Project Job creation schedule:

1) On or before December 31, 2017, 500 Additional Project Jobs for a cumulative total of 4,644 Total Project Jobs;

2) On or before December 31, 2018, another 500 Additional Project Jobs for a cumulative total of 5,144 Total Project Jobs;

3) On or before December 31, 2019, another 500 Additional Project Jobs for a cumulative total of 5,644 Total Project Jobs;

4) On or before December 31, 2020, another 500 Additional Project Jobs for a cumulative total of 6,144 Total Project Jobs;

5) On or before December 31, 2021, another 500 Additional Project Jobs for a cumulative total of 6,644 Total Project Jobs;

6) On or before December 31, 2022, another 500 Additional Project Jobs for a cumulative total of 7,144 Total Project Jobs;

7) On or before December 31, 2023, another 500 Additional Project Jobs for a cumulative total of 7,644 Total Project Jobs;

8) On or before December 31, 2024, another 500 Additional Project Jobs for a cumulative total of 8,144 Total Project Jobs;

9) On or before December 31, 2025, another 500 Additional Project Jobs for a cumulative total of 8,644 Total Project Jobs;

10) On or before December 31, 2026, another 500 Additional Project Jobs for a cumulative total of 9,144 Total Project Jobs.

The parties acknowledge and agree that, notwithstanding anything to the contrary that may be contained herein, the Additional Project Job creation schedule set forth above shall be regarded as flexible and shall not be regarded as a pre-condition or requirement for payment of any respective Annual Grant. The parties acknowledge and agree that COMPANY shall be eligible for Annual Grant payments in the amounts set forth in Section 4 even if COMPANY creates less than the full 500 Additional Project Jobs and/or the respective cumulative Total Project Jobs set forth above. Further, subject to the provisions of Section 7(d), COMPANY agrees to maintain each Additional Project Job for a period of three (3) years after the creation of the respective Additional Project Job. The parties acknowledge and agree that if COMPANY creates all of the Additional Project Jobs ahead of schedule, COMPANY may request, and COUNTY may

consider, immediately waiving the 3-year maintenance requirement for the Additional Project Jobs.

(b) CAPITAL IMPROVEMENTS EXPENDITURES.

COMPANY agrees to invest in private capital improvements ("Capital Improvements") for design, construction, and equipment at the Project (the "Capital Improvement Expenditures") in Escambia County, Florida. Said Capital Improvement Expenditures shall be made in accordance with the following schedule:

$167,230,000.00

1) On or before December 31, 2015, at least $3,075,000 in Capital Improvement Expenditures;

2) On or before December 31, 2016, a cumulative total of at least $48,075,000 in Capital Improvement Expenditures;

3) On or before December 31, 2017, a cumulative total of at least $116,075,000 in Capital Improvement Expenditures;

4) On or before December 31, 2018, a cumulative total of at least $190,775,000 in Capital Improvement Expenditures;

5) On or before December 31, 2019, a cumulative total of at least $196,975,000 in Capital Improvement Expenditures;

6) On or before December 31, 2020, a cumulative total of at least $272,065,000 in Capital Improvement Expenditures;

7) On or before December 31, 2021, a cumulative total of at least $378,490,000 in Capital Improvement Expenditures.

COMPANY shall maintain ownership and control of the Capital Improvements described above for a period of no less than three (3) years after the completion of the Capital Improvement Expenditure(s) for the Project on or before December 31, 2021 (or as otherwise provided by Section 19 below). The parties acknowledge and agree that if COMPANY completes the Capital Improvement Expenditures for the Project ahead of schedule, COMPANY may request, and COUNTY shall consider, waiving the 3-year ownership and control maintenance requirement.

6. DUTIES OF COMPANY.

(a) COMPANY shall undertake the Project and meet the Capital Improvements Expenditures set forth in Section 5(b) above.

(b) On an annual basis, on or before February 1st of each year during the Term of this Agreement, COMPANY will submit requests for the respective Annual Grant payments along with Supporting Documentation (defined below) to: (i) certify compliance with the Award Conditions, and (ii) certify the number of Additional Project Jobs.

(c) The number of Additional Project Jobs created during the year shall be determined exclusively by COMPANY providing COUNTY with a copy of COMPANY's quarterly unemployment reports filed with the State of Florida for the applicable time periods (the "Quarterly Unemployment Reports"). The Additional Project Jobs created for each year during the Term shall be determined based on the difference between the number of jobs listed on the applicable year's Quarterly Unemployment Reports and the prior year's Quarterly Unemployment Reports. Notwithstanding anything contained herein to the contrary, in no event shall COMPANY ever be required to provide specific employee-identifiable data, including without limitation, any employees' names, employee numbers, social security numbers, individual salary data, and/or job titles.

(d) Company's annual Capital Improvement Expenditure amount shall be documented exclusively via an electronic spreadsheet provided by COMPANY listing the Capital Improvement item, vendor, invoice number, date ordered/invoiced, the price, date paid, and check number or other unique identifier of the method of payment (the "Spreadsheet"). (The Quarterly Unemployment Reports and the Spreadsheet shall be referred to collectively as the "Supporting Documentation").

(e) At all times during the Term of this Agreement, COMPANY shall maintain its corporate existence and remain duly qualified to transact business in the State of Florida.

(f) At all times during the Term of this Agreement, COMPANY shall remain in substantial compliance with all applicable laws, rules and regulations, including without limitation, all applicable environmental laws, rules and regulations.

(g) As provided in Section 2, COMPANY shall retain records sufficient to demonstrate compliance with the terms of this Agreement for a period of three (3) years after the termination or expiration of this Agreement.

7. TERMINATION AND SANCTIONS.

(a) Upon COMPANY's failure to comply with any material term or condition contained in Section 6 above (Duties of Company), COUNTY shall notify COMPANY in writing of COMPANY's default, and COMPANY shall have thirty (30) days after receipt of such written notice, to cure any default. If COMPANY fails to cure such default on or before the expiration of the 30-day period, COUNTY may, in COUNTY's discretion, terminate this Agreement.

(b) Upon COUNTY's failure to comply with any material term or condition of this Agreement, COMPANY shall notify COUNTY in writing of COUNTY's default, and COUNTY shall have thirty (30) days after receipt of such written notice, to cure the default. If COUNTY fails to cure such default on or before the expiration of the 30-day period, COMPANY may, in COMPANY's discretion, terminate this Agreement.

(c) Any termination by COUNTY will result in loss of eligibility for receipt of any unpaid future Annual Grant payments pursuant to the Agreement.

(d) If COMPANY fails to maintain an Additional Project Job for three (3) years after the creation of the respective Additional Project Job, and such Additional Project Job was previously included as part of an Annual Grant payment, COMPANY may be required by COUNTY, in COUNTY's reasonable discretion, to repay a pro rata portion of the applicable Annual Grant previously paid by COUNTY, together with interest thereon at a rate per annum as set forth below. Any such repayment shall be calculated as the pro rata portion (based upon the unfulfilled portion of the 3-year maintenance period) of the applicable Annual Grant for any such Additional Project Job COMPANY failed to maintain for the full three (3) year period and which was previously included in an Annual Grant paid by COUNTY.

(e) The interest rate on any portion of the Annual Grant that may be required to be repaid by COMPANY shall be a fixed annual rate equal to 500 basis points over the "Prime Rate" as reported in *The Wall Street Journal* on the Effective Date and shall be calculated on the basis of actual days elapsed between the date on which COUNTY demands partial repayment of an Annual Grant and the repayment date based on a 365 day year.

(f) The cumulative amount that may be required to be repaid pursuant to this Agreement shall not exceed the value of the Total Incentive Grant paid to COMPANY plus interest thereon.

(g) If COUNTY demands repayment of an Annual Grant, or any portion thereof, repayment, together with interest thereon, shall be paid to COUNTY within one hundred twenty (120) days of COMPANY receiving written notice from the COUNTY.

8. ANNUAL APPROPRIATION. COUNTY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation of funds by the Board of County Commissioners and failure to appropriate said funds will not constitute a breach of this Agreement. Notwithstanding anything to the contrary contained herein, any failure to appropriate said funds in any year(s) during the Term shall not operate as a reduction or forfeiture in the amount of the Total Incentive Grant, and COMPANY shall remain entitled to recover such funds.

9. INDEMNIFICATION. COMPANY shall indemnify, defend and hold harmless COUNTY, 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 COMPANY's breach of this Agreement.

10. PUBLIC 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 any party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) days written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and no representatives, inducements, promises or other agreements between the parties not contained in this Agreement will be of any force and effect.

12. AMENDMENT. Any amendments to this Agreement shall be in writing and executed by both parties with the same formalities as this Agreement.

13. ASSIGNMENT. This Agreement may not be assigned by COMPANY. Additionally, a change in ownership, in a single transaction, of fifty plus one percent of COMPANY shall be considered an assignment for purposes of this paragraph.

14. This Agreement does not constitute a waiver of any local ordinances, codes, or regulations. Should any part, term, or provision of this Agreement conflict with Ordinance No. 2009-13 the Ordinance shall prevail.

15. GOVERNING LAW. This Agreement is executed in Escambia County, Florida, and performance and interpretation of this Agreement shall be considered 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.

16. 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 shall be deemed severed from this Agreement and the balance shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

17. NOTICES. All notices or other documents required or made pursuant to this Agreement by either party to the other shall be in writing and delivered by hand or by U.S. Postal Service, First Class Mail, postage prepaid, return receipt requested, addressed to the following:

To the County:	To Navy Federal Credit Union:
Jack R. Brown	Debbie Calder, Executive Vice President
County Administrator	Greater Pensacola Operations
221 Palafox Place, Suite 420	5550 Heritage Oaks Drive
Pensacola, Florida 32502	Pensacola, Florida 32526

18. EFFECTIVE DATE. This Agreement shall become effective when executed by all parties to this Agreement and filed in the Office of the Clerk of the Circuit Court of Escambia County, Florida. The COUNTY shall be responsible for such filing.

19. EXTENSION OF PAYMENT AND PERFORMANCE CONDITIONS. Notwithstanding anything to the contrary contained herein, subject to the terms and conditions of this Section 19, COUNTY hereby grants to COMPANY the one-time, option (the "Option") to extend the Project Completion Date and the respective Award Conditions by twelve (12) months. COMPANY may exercise the Option by delivering to COUNTY written notice of COMPANY's intention to exercise the Option (an "Exercise Notice") in accordance with Section 17.

[Signature page to follow]

IN WITNESS WHEREOF, the parties hereto have made and have executed this Agreement on the respective dates under each signature: Escambia County, Florida, through its Board of County Commissioners, signing by and through its Chairman, duly authorized to execute same, and NAVY FEDERAL CREDIT UNION, signing by and through its Executive Vice President, 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: _____
Grover C. Robinson, IV, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

BCC Approved: December 10, 2015

By: _____
Deputy Clerk

Date: 12/10/2015

BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO., FL

Navy Federal Credit Union: a federally chartered credit union authorized to conduct business in the State of Florida.

By: _____
Navy Federal Credit Union
Debbie Calder: Executive Vice President
Greater Pensacola Operations
5550 Heritage Oaks Drive
Pensacola, Florida 32526

ATTEST:

Date: November 10, 2015

By: _____

(Corporate Seal)

CHINA CHERYL LIVELY
Notary Public - State of Florida
Commission # FF 902090
My Comm. Expires Sep 29, 2019
Bonded through National Notary Assn.

Approved as to form and legal sufficiency.
By/Title: _____
Date: 12/8/15

NAVY FEDERAL Credit Union

March 18, 2020

Janice Gilley, County Administrator
Escambia County
221 Palafox Place, Suite 420
Pensacola, Florida 32502

Dear Ms. Gilley:

I am enclosing the invoice for payment as described in the Economic Development Incentive Fund Program Agreement between Navy Federal Credit Union and Escambia County dated December 10, 2015.

During 2018, we created over 1,000 project jobs with an overall average annual gross salary of at least $49,575.

In 2019, we invested a cumulative total of over $378,490,000 in Capital Improvement Expenditures.

Should you have any questions, please contact me at 850-912-0104. Thank you for your assistance.

Sincerely,

Kara Cardona

Kara Cardona
Senior Vice President
Greater Pensacola Operations

KRC:jsw

Enclosures:
Invoice for Payment

Ms. Janice Gilley, County Administrator
Escambia County Board of County Commissioners
221 South Palafox Place Suite 420
Pensacola, Florida 32502
(850) 595-3935

DESCRIPTION	AMOUNT
Payment as described in the Economic Development Incentive Fund Program Agreement between Navy Federal Credit Union and Escambia County dated December 10, 2015 Added 1,078 project jobs with an overall average annual gross salary of at least $49,575 during 2018 and 554 another in 2019. Invested a cumulative total of $435,418,738.27 in Capital Improvement Expenditures	$1,000,000.00
TOTAL	**$ 1,000,000.00**

Make all checks payable to **Navy Federal Credit Union**
Please mail payments to:

Navy Federal Credit Union
Attn: Kara Cardona
5550 Heritage Oaks Drive
Pensacola, FL 32526

If you have any questions concerning this invoice, contact Kara Cardona at 850-912-0104 or by email: Kara_Cardona@navyfederal.org

Navy Federal Credit Union - Pensacola

Multiple Worksite Report - Florida UI 0205761

Month	Year	Employees on campus	Quarterly Wage	3300 Pace Blvd	Quarterly Wage	Milton	Quarterly Wage	Quarterly Employee Average	Quarterly Wage
January	2019	5,776		446		520			
February	2019	5,852	$141,280,787	458	$6,766,048	528	$13,797,038	**6,817**	**$161,843,873**
March	2019	5,891		460		521			
April	2019	5,947		464		527			
May	2019	6,024	$71,191,825	451	$3,909,472	526	$6,829,930	**6,990**	**$81,931,227**
June	2019	6,045		461		525			
July	2019	6,059		470		527			
August	2019	5,943	$87,287,029	338	$3,967,827	536	$8,465,223	**6,919**	**$99,720,079**
September	2019	5,990		356		538			
October	2019	6,022		366		532			
November	2019	6,088	$78,657,301	363	$3,275,673	534	$7,566,141	**7,022**	**$89,499,115**
December	2019	6,317		313		531			
Average		**5,996**		**412**		**529**		**6937**	**$108,248,574**

Total Wages	$432,994,294	
Total Employees	÷ 7161	
Avg Annual Wage	$60,465.62	Includes OT and annual bonus

Report ID: TAX004
Company NFC Navy Federal Credit Union
Fed EIN: 53-0116705

Navy Federal Credit Union
Multiple Worksite Report
Quarter 1, 2019
FLORIDA UI Number: 0205761

Worksite (or Trade) Name Street Address UI-Rpt-Cd Tax-Locatn Short-Desc	Employees in Pay Period Which Includes the 12th of Jan	 Feb	 Mar	Total Quarterly Wages Of Worksite
Heritage Oaks 5550 Heritage Oaks Drive Pensacola, FL 32526 PCC Heritage O	5,776	5,952	5,891	141,260,797
Pensacola Milton 5510 Industrial Blvd Milton, FL 32583 PML Pen Mil	520	528	521	13,797,038
Pensacola Pace Boulevard 3300 N. Pace Blvd Pensacola, FL 32505 PPB PPB	446	458	460	6,764,049

Report ID: TAX004
Company NFC Navy Federal Credit Union
Fed EIN: 53-0116705

Navy Federal Credit Union
Multiple Worksite Report
Quarter 2, 2019
FLORIDA UI Number: 0205761

Worksite (or Trade) Name Street Address UI-Rpt-Cd Tax-Locatn Short-Desc	Employees in Pay Period Which Includes the 12th of Apr	 May	 Jun	Total Quarterly Wages Of Worksite
Heritage Oaks 5550 Heritage Oaks Drive Pensacola, FL 32526 PCC Heritage O	5,947	6,024	6,045	71,191,825
Pensacola Milton 5510 Industrial Blvd Milton, FL 32583 PML Pen Mil	527	526	525	6,829,930
Pensacola Pace Boulevard 3300 N. Pace Blvd Pensacola, FL 32505 PPB PPB	464	451	461	3,909,472

Report ID: TAX004
Company NFC Navy Federal Credit Union
Fed EIN: 53-0116705

Navy Federal Credit Union
Multiple Worksite Report
Quarter 3, 2019
FLORIDA UI Number: 0205761

Worksite (or Trade) Name Street Address UI-Rpt-Cd Tax-Locatn Short-Desc	Employees in Pay Period Which Includes the 12th of Jul	 Aug	 Sep	Total Quarterly Wages Of Worksite
Pensacola Milton 5510 Industrial Blvd Milton, FL 32583 PML Pen Mil	527	536	538	8,465,223
Pensacola Pace Boulevard 3300 N. Pace Blvd Pensacola, FL 32505 PPB PPB	470	338	356	3,967,827
Heritage Oaks 5550 Heritage Oaks Drive Pensacola, FL 32526 PCC Heritage O	6,059	5,943	5,990	87,287,029

Report ID: TAX004
Company NFC Navy Federal Credit Union
Fed EIN: 53-0116705

Navy Federal Credit Union
Multiple Worksite Report
Quarter 4, 2019
FLORIDA UI Number: 0205761

Worksite (or Trade) Name Street Address UI-Rpt-Cd Tax-Locatn Short-Desc	Employees in Pay Period Which Includes the 12th of Oct	 Nov	 Dec	Total Quarterly Wages Of Worksite
Heritage Oaks 5550 Heritage Oaks Drive Pensacola, FL 32526 PCC Heritage O	6,022	6,088	6,317	78,657,301
Pensacola Milton 5510 Industrial Blvd Milton, FL 32583 PML Pen Mil	532	534	531	7,566,141
Pensacola Pace Boulevard 3300 N. Pace Blvd Pensacola, FL 32505 PPB PPB	366	363	313	3,275,673

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17827 **County Administrator's Report 12. 36.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: CARES Act Provider Relief Funds
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acceptance of the Coronavirus Aid, Relief, and Economic Security Act Provider Relief Funds of $395,998.12 - Janice P. Gilley, County Administrator

That the Board take the following action concerning the Coronavirus Aid, Relief, and Economic Security (CARES) Act Provider Relief Funds of $395,998.12:

A. Authorize the acceptance of the $395,998.12 CARES Act Provider Relief funds that Escambia County received on April 17, 2020, through ACH from United Health Group; and

B. Authorize the County Administrator to sign an attestation confirming receipt of funds and agree to the Terms and Conditions of Payment.

BACKGROUND:

CARES Act Provider Relief Fund (Coronavirus Aid, Relief, and Economic Security Act) The CARES Act Provider Relief Fund is allocated for general distribution to Medicare facilities and providers impacted by COVID-19, based on eligible providers' 2018 net patient revenue. Large organizations receive payments for each of their billing TINs that bill Medicare, which is EMS for Escambia County.

Escambia County was automatically sent $395,998.12, based on Medicare from EMS which will be put into the EMS Fund 408, under a EMS CARES Act Revenue Code of 331295. Because Escambia County received these funds automatically, an attestation confirming receipt of funds will need to be signed and agree to the terms and conditions of payment. These are payments, not loans, to healthcare providers, and will not need to be repaid.

This Fund can only be used to prevent, prepare for, and respond to coronavirus, and shall reimburse the recipient only for health care related expenses or lost revenues that are attributable to coronavirus. Quarterly reporting will be required 10 days after the end of each calendar quarter.

BUDGETARY IMPACT:

The CARES Act Provider Relief Fund money will go to the EMS Fund 408, and will be tracked under a new revenue code of 331295, EMS CARES ACT.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

Section II. B.8. Resolutions, Agreements and Contracts

IMPLEMENTATION/COORDINATION:

Upon Board approval, the funds will get moved to the EMS fund 408, and the County Administrator will sign the attestation confirming receipt of funds. Funds will be utilized for covered EMS COVID-19 expenses.

Attachments

CARES Act Provider Relief Fund
Terms and Conditions

Visit **coronavirus.gov** for the latest Coronavirus Disease (COVID-19) updates.
Read the **30 Days to Slow the Spread Guidance - PDF** (**versión en Español - PDF**).

CARES Act Provider Relief Fund

UPDATE: The CARES Act Provider Relief Fund Payment Attestation Portal is now open. Providers who have been allocated a payment must sign an attestation confirming receipt of the funds and agree to the terms and conditions within 30 days of payment.

President Trump is providing support to healthcare providers fighting the COVID-19 pandemic. On March 27, 2020, the President signed the bipartisan CARES Act that provides $100 billion in relief funds to hospitals and other healthcare providers on the front lines of the coronavirus response. This funding will be used to support healthcare-related expenses or lost revenue attributable to COVID-19 and to ensure uninsured Americans can get testing and treatment for COVID-19.

In allocating the funds, the Administration is working to address both the economic harm across the entire healthcare system due to the stoppage of elective procedures, and addressing the economic impact on providers incurring additional expenses caring for COVID-19 patients, and to do so as quickly and transparently as possible.

$50 billion general allocation

$50 billion of the Provider Relief Fund is allocated for general distribution to Medicare facilities and providers impacted by COVID-19, based on eligible providers' 2018 net patient revenue. The initial $30 billion was distributed between April 10 and April 17, and the remaining $20 billion is being distributed beginning Friday, April 24.

- To expedite providers getting money as quickly as possible, $30 billion was distributed immediately, proportionate to providers' share of Medicare fee-for-service reimbursements in 2019. On Friday, April 10, $26 billion was delivered to bank accounts. The remaining $4 billion of the expedited $30 billion distribution was sent on April 17.
- This simple formula used the data on-hand to get the money out the door as quickly as possible. The Administration was transparent and upfront additional funds would be going out quickly to help providers with a relatively small share of their revenue coming from Medicare fee-for-service, such as children's hospitals.
- HHS will begin distribution of the remaining $20 billion of the general distribution to these providers on April 24 to augment their allocation so that the whole $50 billion general distribution is allocated proportional to providers' share of 2018 net patient revenue.

- On April 24, a portion of providers will automatically be sent an advance payment based off the revenue data they submit in CMS cost reports. Providers without adequate cost report data on file will need to submit their revenue information to a portal opening this week linked on this page for additional general distribution funds.

  - Providers who receive their money automatically will still need to submit their revenue information so that it can be verified.

- Payments will go out weekly, on a rolling basis, as information is validated, with the first wave being delivered at the end of this week (April 24, 2020).

- Providers who receive funds from the general distribution have to sign an attestation confirming receipt of funds and agree to the terms and conditions of payment and confirm the CMS cost report. Click here to sign the attestation and accept the Terms and Conditions

- The Terms and Conditions - PDF also include other measures to help prevent fraud and misuse of the funds. All recipients will be required to submit documents sufficient to ensure that these funds were used for healthcare-related expenses or lost revenue attributable to coronavirus. There will be significant anti-fraud and auditing work done by HHS, including the work of the Office of the Inspector General.

- President Trump is committed to ending surprise bills for patients. As part of this commitment, as a condition to receiving these funds, providers must agree not to seek collection of out-of-pocket payments from a presumptive or actual COVID-19 patient that are greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network provider.

Targeted allocations

Allocation for covid-19 high impact areas

- $10 billion will be allocated for a targeted distribution to hospitals in areas that have been particularly impacted by the COVID-19 outbreak. As an example, hospitals serving COVID-19 patients in New York, which has a high percentage of total confirmed COVID-19 cases, are expected to receive a large share of the funds.

  - Hospitals should apply for a portion of the funds by providing four simple pieces of information via an authentication portal before midnight PT, Thursday April 23. This portal is live, and hospitals have already been contacted directly to provide this information.

  - Hospitals will need to provide:

    - Tax Identification Number

    - National Provider Identifier

- Total number of Intensive Care Unit beds as of April 10, 2020

- Total number of admissions with a positive diagnosis for COVID-19 from January 1, 2020 to April 10, 2020

- The authentication and data-sharing process should take less than five minutes via a system that should be familiar to most hospitals.

- This information is necessary for the government to determine what facilities will qualify for a targeted distribution. Supplying this information does not guarantee receipt of funds from this distribution.

- The Administration will use the data it receives to distribute the targeted funds to where the impact from COVID-19 is greatest. The distribution will take into consideration the challenges faced by facilities serving a significantly disproportionate number of low-income patients, as reflected by their Medicare Disproportionate Share Hospital (DSH) Adjustment.

Allocation for treatment of the uninsured

- The Trump Administration is committed to ensuring that Americans are protected against financial obstacles that might prevent them from getting the treatment they need for COVID-19.
- As announced in early April, a portion of the $100 billion Provider Relief Fund will be used to reimburse healthcare providers, at Medicare rates, for COVID-related treatment of the uninsured.
- Every health care provider who has provided treatment for uninsured COVID-19 patients on or after February 4, 2020, can request claims reimbursement through the program and will be reimbursed at Medicare rates, subject to available funding.
- Steps will involve: enrolling as a provider participant, checking patient eligibility and benefits, submitting patient information, submitting claims, and receiving payment via direct deposit.
- Providers can register for the program on April 27, 2020, and begin submitting claims in early May 2020. For more information, visit coviduninsuredclaim.hrsa.gov.
- As a condition, providers are obligated to abstain from "balance billing" any patient for COVID-19-related treatment.

Allocation for rural providers

- $10 billion will be allocated for rural health clinics and hospitals, most of which operate on especially thin margins and are far less likely to be profitable than their urban counterparts.

  - This money will be distributed as early as next week on the basis of operating expenses, using a methodology that distributes payments proportionately to each facility and clinic.

- This method recognizes the precarious financial position of many rural hospitals, a significant number of which are unprofitable.

- Rural hospitals are more financially exposed to significant declines in revenue or increases in expenses related to COVID-19 than their urban counterparts.

Allocation for Indian Health Service

- Recognizing the strain experiences by the Indian Health Service, $400 million will be allocated for Indian Health Service facilities, distributed on the basis of operating expenses. Indian Country is also being impacted by COVID-19.

  - This money will be distributed as early as next week on the basis of operating expenses for facilities.

  - This complements other funding provided to IHS and work we've done to expand IHS capacity for telehealth.

Additional allocations

- There are some providers who will receive further, separate funding, including skilled nursing facilities, dentists, and providers that solely take Medicaid.

Helping ensure all Americans have access to care

- The *Families First Coronavirus Response Act*, as amended by the *CARES Act*, requires private insurers to waive an insurance plan member's cost-sharing payments for COVID-19 testing. The President also secured funding to cover COVID-19 testing for uninsured Americans.

- President Trump has also secured commitments from private insurers, including Humana, Cigna, UnitedHealth Group, and the Blue Cross Blue Shield system, to waive cost-sharing payments for treatment related to COVID-19 for plan members.

- Additionally, President Trump is committed to ending surprise bills for patients. As part of this commitment, as a condition to receiving general funds, providers must agree not to seek collection of out-of-pocket payments from a presumptive or actual COVID-19 patient that are greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network provider.

Additional information on the initial $30 billion distribution

Recognizing the importance of delivering funds in a fast and transparent manner, $30 billion is being distributed immediately – with payments arriving via direct deposit beginning April 10, 2020 – to eligible providers throughout the American healthcare system. **These are payments, not loans, to healthcare providers, and will not need to be repaid.**

Who is eligible for initial $30 billion

- All facilities and providers that received Medicare fee-for-service (FFS) reimbursements in 2019 are eligible for this initial rapid distribution.
- Payments to practices that are part of larger medical groups will be sent to the group's central billing office.
  - All relief payments are made to the billing organization according to its Taxpayer Identification Number (TIN).
- As a condition to receiving these funds, providers must agree not to seek collection of out-of-pocket payments from a COVID-19 patient that are greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network provider.
- This quick dispersal of funds will provide relief to both providers in areas heavily impacted by the COVID-19 pandemic and those providers who are struggling to keep their doors open due to healthy patients delaying care and cancelled elective services.
- If you ceased operation as a result of the COVID-19 pandemic, you are still eligible to receive funds so long as you provided diagnoses, testing, or care for individuals with possible or actual cases of COVID-19. Care does not have to be specific to treating COVID-19. HHS broadly views every patient as a possible case of COVID-19.

How are payment distributions determined

- Providers will be distributed a portion of the initial $30 billion based on their share of total Medicare FFS reimbursements in 2019. Total FFS payments were approximately $484 billion in 2019.
- A provider can estimate their payment by dividing their 2019 Medicare FFS (not including Medicare Advantage) payments they received by $484,000,000,000, and multiply that ratio by $30,000,000,000. Providers can obtain their 2019 Medicare FFS billings from their organization's revenue management system.
- As an example: A community hospital billed Medicare FFS $121 million in 2019. To determine how much they would receive, use this equation:
  - $121,000,000/$484,000,000,000 x $30,000,000,000 = $7,500,000

What to do if you are an eligible provider

- HHS has partnered with UnitedHealth Group (UHG) to provide rapid payment to providers eligible for the distribution of the initial $30 billion in funds.

- Providers will be paid via Automated Clearing House account information on file with UHG or the Centers for Medicare & Medicaid Services (CMS).

  - The automatic payments will come to providers via Optum Bank with "HHSPAYMENT" as the payment description.

  - Providers who normally receive a paper check for reimbursement from CMS, will receive a paper check in the mail for this payment as well, within the next few weeks.

- Within 30 days of receiving the payment, providers must sign an attestation confirming receipt of the funds and agreeing to the terms and conditions of payment. Click here to sign the attestation and accept the Terms and Conditions.

- HHS' payment of this initial tranche of funds is conditioned on the healthcare provider's acceptance of the Terms and Conditions - PDF, which acceptance must occur within 30 days of receipt of payment. Not returning the payment within 30 days of receipt will be viewed as acceptance of the Terms and Conditions, the provider must do the following: contact HHS within 30 days of receipt of payment and then remit the full payment to HHS as instructed. The CARES Act Provider Relief Fund Payment Attestation Portal will guide providers through the attestation process to accept or reject the funds.

Is this different than the CMS Accelerated and Advance Payment Program?

Yes. The CMS Accelerated and Advance Payment Program has delivered billions of dollars to healthcare providers to help ensure providers and suppliers have the resources needed to combat the pandemic. The CMS accelerated and advance payments are a loan that providers must pay back. Read more information from CMS.

How this applies to different types of providers

All relief payments are being made to providers and according to their tax identification number (TIN). For example:

- *Large Organizations and Health Systems:* Large Organizations will receive relief payments for each of their billing TINs that bill Medicare. Each organization should look to the part of their organization that bills Medicare to identify details on Medicare payments for 2019 or to identify the accounts where they should expect relief payments.

- *Employed Physicians:* Employed physicians should not expect to receive an individual payment directly. The employer organization will receive the relief payment as the billing organization.

- *Physicians in a Group Practice:* Individual physicians and providers in a group practice are unlikely to receive individual payments directly, as the group practice will receive the relief fund payment as the billing organization. Providers should look to the part of their organization that bills

Medicare to identify details on Medicare payments for 2019 or to identify the accounts where they should expect relief payments.

- *Solo Practitioners:* Solo practitioners who bill Medicare will receive a payment under the TIN used to bill Medicare.

Priorities for the remaining $70 billion

The Administration is working rapidly on targeted distributions that will focus on providers in areas particularly impacted by the COVID-19 outbreak, rural providers, providers of services with lower shares of Medicare reimbursement or who predominantly serve the Medicaid population, and providers requesting reimbursement for the treatment of uninsured Americans.

Ensuring Americans are not surprised by bills for COVID-19 medical expenses

The Trump Administration is committed to ensuring that Americans are protected against financial obstacles that might prevent them from getting the testing and treatment they need from COVID-19.

- As announced in early April, a portion of the $100 billion Provider Relief Fund will be used to reimburse healthcare providers, at Medicare rates, for COVID-related treatment of the uninsured.
  - As a condition, providers are obligated to abstain from "balance billing" any patient for COVID-related treatment.
- The Families First Coronavirus Response Act requires private insurers to cover an insurance plan member's cost-sharing payments for COVID-19 testing.
- President Trump has also secured commitments from private insurers, including Humana, Cigna, UnitedHealth Group, and the Blue Cross Blue Shield system to waive cost-sharing payments for treatment related to COVID-19 for plan members.

Content created by Assistant Secretary for Public Affairs (ASPA)

Content last reviewed on April 22, 2020

Acceptance of Terms and Conditions

If you receive a payment from funds appropriated in the Public Health and Social Services Emergency Fund for provider relief ("Relief Fund") under Division B of Public Law 116-127 and retain that payment for at least 30 days without contacting HHS regarding remittance of those funds, you are deemed to have accepted the following Terms and Conditions. Please also indicate your acceptance below. This is not an exhaustive list and you must comply with any other relevant statutes and regulations, as applicable.

Your commitment to full compliance with all Terms and Conditions is material to the Secretary's decision to disburse these funds to you. Non-compliance with any Term or Condition is grounds for the Secretary to recoup some or all of the payment made from the Relief Fund.

These Terms and Conditions apply directly to the recipient of payment from the Relief Fund. In general, the requirements that apply to the recipient, also apply to subrecipients and contractors under grants, unless an exception is specified.

Relief Fund Payment Terms and Conditions

- The Payment means the funds received from the Public Health and Social Services Emergency Fund ("Relief Fund"). The Recipient means the healthcare provider, whether an individual or an entity, receiving the Payment.
- The Recipient certifies that it billed Medicare in 2019; provides or provided after January 31, 2020 diagnoses, testing, or care for individuals with possible or actual cases of COVID-19; is not currently terminated from participation in Medicare; is not currently excluded from participation in Medicare, Medicaid, and other Federal health care programs; and does not currently have Medicare billing privileges revoked.
- The Recipient certifies that the Payment will only be used to prevent, prepare for, and respond to coronavirus, and shall reimburse the Recipient only for health care related expenses or lost revenues that are attributable to coronavirus.
- The Recipient certifies that it will not use the Payment to reimburse expenses or losses that have been reimbursed from other sources or that other sources are obligated to reimburse.
- The Recipient shall submit reports as the Secretary determines are needed to ensure compliance with conditions that are imposed on this Payment, and such reports shall be in such form, with such content, as specified by the Secretary in future program instructions directed to all Recipients.
- Not later than 10 days after the end of each calendar quarter, any Recipient that is an entity receiving more than $150,000 total in funds under the Coronavirus Aid, Relief, and

Economics Security Act (P.L. 116-136), the Coronavirus Preparedness and Response Supplemental Appropriations Act (P.L. 116-123), the Families First Coronavirus Response Act (P.L. 116-127), or any other Act primarily making appropriations for the coronavirus response and related activities, shall submit to the Secretary and the Pandemic Response Accountability Committee a report. This report shall contain: the total amount of funds received from HHS under one of the foregoing enumerated Acts; the amount of funds received that were expended or obligated for reach project or activity; a detailed list of all projects or activities for which large covered funds were expended or obligated, including: the name and description of the project or activity, and the estimated number of jobs created or retained by the project or activity, where applicable; and detailed information on any level of sub-contracts or subgrants awarded by the covered recipient or its subcontractors or subgrantees, to include the data elements required to comply with the Federal Funding Accountability and Transparency Act of 2006 allowing aggregate reporting on awards below $50,000 or to individuals, as prescribed by the Director of the Office of Management and Budget.

- The Recipient shall maintain appropriate records and cost documentation including, as applicable, documentation required by 45 CFR § 75.302 – Financial management and 45 CFR § 75.361 through 75.365 – Record Retention and Access, and other information required by future program instructions to substantiate the reimbursement of costs under this award. The Recipient shall promptly submit copies of such records and cost documentation upon the request of the Secretary, and Recipient agrees to fully cooperate in all audits the Secretary, Inspector General, or Pandemic Response Accountability Committee conducts to ensure compliance with these Terms and Conditions.
- The Secretary has concluded that the COVID-19 public health emergency has caused many healthcare providers to have capacity constraints. As a result, patients that would ordinarily be able to choose to receive all care from in-network healthcare providers may no longer be able to receive such care in-network. Accordingly, for all care for a presumptive or actual case of COVID-19, Recipient certifies that it will not seek to collect from the patient out-of-pocket expenses in an amount greater than what the patient would have otherwise been required to pay if the care had been provided by an in-network Recipient.

The following statutory provisions also apply:

General Provisions in FY 2020 Consolidated Appropriation

SEC. 202. Executive Pay. None of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II.

SEC. 210. Funding Prohibition for Gun Control Advocacy. None of the funds made available in this title may be used, in whole or in part, to advocate or promote gun control.

SEC. 503. Lobbying

(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

SEC. 506. Prohibits Use of Federal Funds for Abortions.

(a) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for any abortion.

(b) None of the funds appropriated in this Act, and none of the funds in any trust fund to which funds are appropriated in this Act, shall be expended for health benefits coverage that includes coverage of abortion.

(c) The term ‘‘health benefits coverage’’ means the package of services covered by a managed care provider or organization pursuant to a contract or other arrangement.

SEC. 507 Limitations on Abortion Funding Prohibition

(a) The limitations established in the preceding section shall not apply to an abortion—

(1) if the pregnancy is the result of an act of rape or incest; or

(2) in the case where a woman suffers from a physical disorder, physical injury, or physical illness, including a life-endangering physical condition caused by or arising from the pregnancy itself, that would, as certified by a physician, place the woman in danger of death unless an abortion is performed.

(b) Nothing in the preceding section shall be construed as prohibiting the expenditure by a State, locality, entity, or private person of State, local, or private funds (other than a State's or locality's contribution of Medicaid matching funds).

(c) Nothing in the preceding section shall be construed as restricting the ability of any managed care provider from offering abortion coverage or the ability of a State or locality to contract separately with such a provider for such coverage with State funds (other than a State's or locality's contribution of Medicaid matching funds).

(d)(1) None of the funds made available in this Act may be made available to a Federal agency or program, or to a State or local government, if such agency, program, or government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.

(2) In this subsection, the term ''health care entity'' includes an individual physician or other health care professional, a hospital, a provider-sponsored organization, a health maintenance organization, a health insurance plan, or any other kind of health care facility, organization, or plan.

Prohibits Use of Funds for Embryo Research

SEC. 508. Prohibits Use of Funds for Embryo Research

(a) None of the funds made available in this Act may be used for—

(1) the creation of a human embryo or embryos for research purposes; or

(2) research in which a human embryo or embryos are destroyed, discarded, or knowingly subjected to risk of injury or death greater than that allowed for research on fetuses in utero under 45 CFR 46.204(b) and section 498(b) of the Public Health Service Act (42 U.S.C. 289g(b)).

(b) For purposes of this section, the term ''human embryo or embryos'' includes any organism, not protected as a human subject under 45 CFR 46 as of the date of the enactment of this Act,

that is derived by fertilization, parthenogenesis, cloning, or any other means from one or more human gametes or human diploid cells.

SEC. 509. Prohibits Promotion of Legalization of Controlled Substances

(a) None of the funds made available in this Act may be used for any activity that promotes the legalization of any drug or other substance included in schedule I of the schedules of controlled substances established by section 202 of the Controlled Substances Act except for normal and recognized executive-congressional communications.

(b) The limitation in subsection (a) shall not apply when there is significant medical evidence of a therapeutic advantage to the use of such drug or other substance or that federally sponsored clinical trials are being conducted to determine therapeutic advantage.

SEC. 515. (b) Prohibits Asking Candidates for Federal Scientific Advisory Committees Their Political Affiliations; Prohibits Distribution of Intentionally False Information

(b) None of the funds made available in this Act may be used to disseminate information that is deliberately false or misleading.

SEC. 520. Pornography.

(a) None of the funds made available in this Act may be used to maintain or establish a computer network unless such network blocks the viewing, downloading, and exchanging of pornography.

(b) Nothing in subsection (a) shall limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

SEC. 521. Prohibits Funding ACORN or Its Affiliates or Subsidiaries. None of the funds made available under this or any other Act, or any prior Appropriations Act, may be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.

SEC. 527. Prohibits Federal Funding for Needle Exchange Except in Limited Circumstances. Notwithstanding any other provision of this Act, no funds appropriated in this Act shall be used to purchase sterile needles or syringes for the hypodermic injection of any illegal drug: *Provided*, That such limitation does not apply to the use of funds for elements of a program other than making such purchases if the relevant State or local health department, in consultation with the Centers for Disease Control and Prevention, determines that the State or local jurisdiction, as applicable, is experiencing, or is at risk for, a significant increase in

hepatitis infections or an HIV outbreak due to injection drug use, and such program is operating in accordance with State and local law.

Government-wide General Provisions

SEC. 718. Propaganda. No part of any appropriation contained in this or any other Act shall be used directly or indirectly, including by private contractor, for publicity or propaganda purposes within the United States not heretofore authorized by the Congress.

SEC. 732. Privacy Act. None of the funds made available in this Act may be used in contravention of section 552a of title 5, United States Code (popularly known as the Privacy Act), and regulations implementing that section.

SEC. 742. Confidentiality Agreements.

(a) None of the funds appropriated or otherwise made available by this or any other Act may be available for a contract, grant, or cooperative agreement with an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The limitation in subsection (a) shall not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

SEC. 743. Nondisclosure Agreements

(a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such policy, form, or agreement does not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this SEC. 743. (a) No funds appropriated in this or any other Act may be used to implement or enforce the agreements in Standard Forms 312 and 4414 of the Government or any other nondisclosure policy, form, or agreement if such

policy, form, or agreement does not contain the following provisions: “These provisions are consistent with and do not supersede, conflict with, or otherwise alter the employee obligations, rights, or liabilities created by existing statute or Executive order relating to (1) classified information, (2) communications to Congress, (3) the reporting to an Inspector General of a violation of any law, rule, or regulation, or mismanagement, a gross waste of funds, an abuse of authority, or a substantial and specific danger to public health or safety, or (4) any other whistleblower protection. The definitions, requirements, obligations, rights, sanctions, and liabilities created by controlling Executive orders and statutory provisions are incorporated into this agreement and are controlling.”: *Provided*, That notwithstanding the preceding provision of this section, a nondisclosure policy form or agreement that is to be executed by a person connected with the conduct of an intelligence or intelligence-related activity, other than an employee or officer of the United States Government, may contain provisions appropriate to the particular activity for which such document is to be used. Such form or agreement shall, at a minimum, require that the person will not disclose any classified information received in the course of such activity unless specifically authorized to do so by the United States Government. Such nondisclosure forms shall also make it clear that they do not bar disclosures to Congress, or to an authorized official of an executive agency or the Department of Justice, that are essential to reporting a substantial violation of law.

(b) A nondisclosure agreement may continue to be implemented and enforced notwithstanding subsection (a) if it complies with the requirements for such agreement that were in effect when the agreement was entered into.

(c) No funds appropriated in this or any other Act may be used to implement or enforce any agreement entered into during fiscal year 2014 which does not contain substantially similar language to that required in subsection (a).

SEC. 744. Unpaid Federal Tax Liability. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

SEC. 745. Criminal Felony Limitation. None of the funds made available by this or any other Act may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was

convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

Other Appropriations Provisions

42 U.S.C. 289d note No funds appropriated under this Act or subsequent Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Acts shall be used by the National Institutes of Health, or any other Federal agency, or recipient of Federal funds on any project that entails the capture or procurement of chimpanzees obtained from the wild. For purposes of this section, the term 'recipient of Federal funds' includes private citizens, corporations, or other research institutions located outside of the United States that are recipients of Federal funds.

Other Statutory Provisions

Trafficking in Persons

This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

a. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not

i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

ii. Procure a commercial sex act during the period of time that the award is in effect; or

iii. Use forced labor in the performance of the award or subawards under the award.

2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or

ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either-

A. Associated with performance under this award; or

B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376.

b. Provision applicable to a recipient other than a private entity.

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or

2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either
i. Associated with performance under this award; or
ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR part 376

c. Provisions applicable to any recipient.
1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended
(22 U.S.C. 7104(g)), and
ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make
to a private entity.

d. Definitions. For purposes of this award term:
1. "Employee" means either:
i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. "Private entity":
i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
ii. Includes:
A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
B A for-profit organization.
4. “Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

Whistleblower Protections

You are hereby given notice that the 48 CFR section 3.908, implementing section 828, entitled "Pilot
Program for Enhancement of Contractor Employee Whistleblower protections," of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2013 (Pub. L. 112-239, enacted January 2,
2013) applies to this award.

Human Subjects Protections
If any activities under this project will involve human subjects in any research activities, you must provide satisfactory assurance of compliance with the participant protection requirement of the HHS/OASH Office of Human Research Protection (OHRP) prior to implementation of those research components. This assurance should be submitted to the OHRP in accordance with the appropriate regulations.

Fraud, Abuse and Waste:
The HHS Inspector General accepts tips and complaints from all sources about potential fraud, waste, abuse, and mismanagement in Department of Health and Human Services' programs. Your information will be reviewed promptly by a professional staff member. Due to the high volume of information that they receive, they are unable to reply to submissions. You may reach the OIG through various channels.
Internet: https://forms.oig.hhs.gov/hotlineoperations/index.aspx
Phone: 1-800-HHS-TIPS (1-800-447-8477)
Mail: US Department of Health and Human Services
Office of Inspector General
ATTN: OIG HOTLINE OPERATIONS
PO Box 23489
Washington, DC 20026
For additional information visit https://oig.hhs.gov/fraud/report-fraud/index.asp

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17797 **County Administrator's Report 12. 37.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Funding of $1,500 to William Banks Enterprise, Inc.- 2020 Gulf Coast Summerfest Jazz Edition – Fireworks Display
From: Jeff Bergosh, Commissioner, District 1
Organization: Board of County Commissioners
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Funding for William Banks Enterprise, Inc., 2020 Gulf Coast Summerfest Jazz Edition Fireworks Display - Commissioner Jeff Bergosh, District 1

That the Board approve the funding of $1,500 to William Banks Enterprise, Inc., 2020 Gulf Coast Summerfest Jazz Edition Fireworks Display, from Commissioner Jeff Bergosh's discretionary money.

[Funding: Fund 001, General Fund, Board of County Commissioners' Discretionary Money, Cost Center 110101, Object Code 58201]

BACKGROUND:

The 2020 Gulf Coast Summerfest Jazz Edition will add a fireworks display to the event. Summerfest will take place September 5-6, 2020.

BUDGETARY IMPACT:

The Board approved $50,000 in the Fiscal Year 2019-2020 Budget for each Commissioner to use as discretionary funds.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Upon Board approval, the Budget Office will work with William Banks Enterprise, Inc., to obtain the necessary paperwork to process a payment voucher.

Attachments

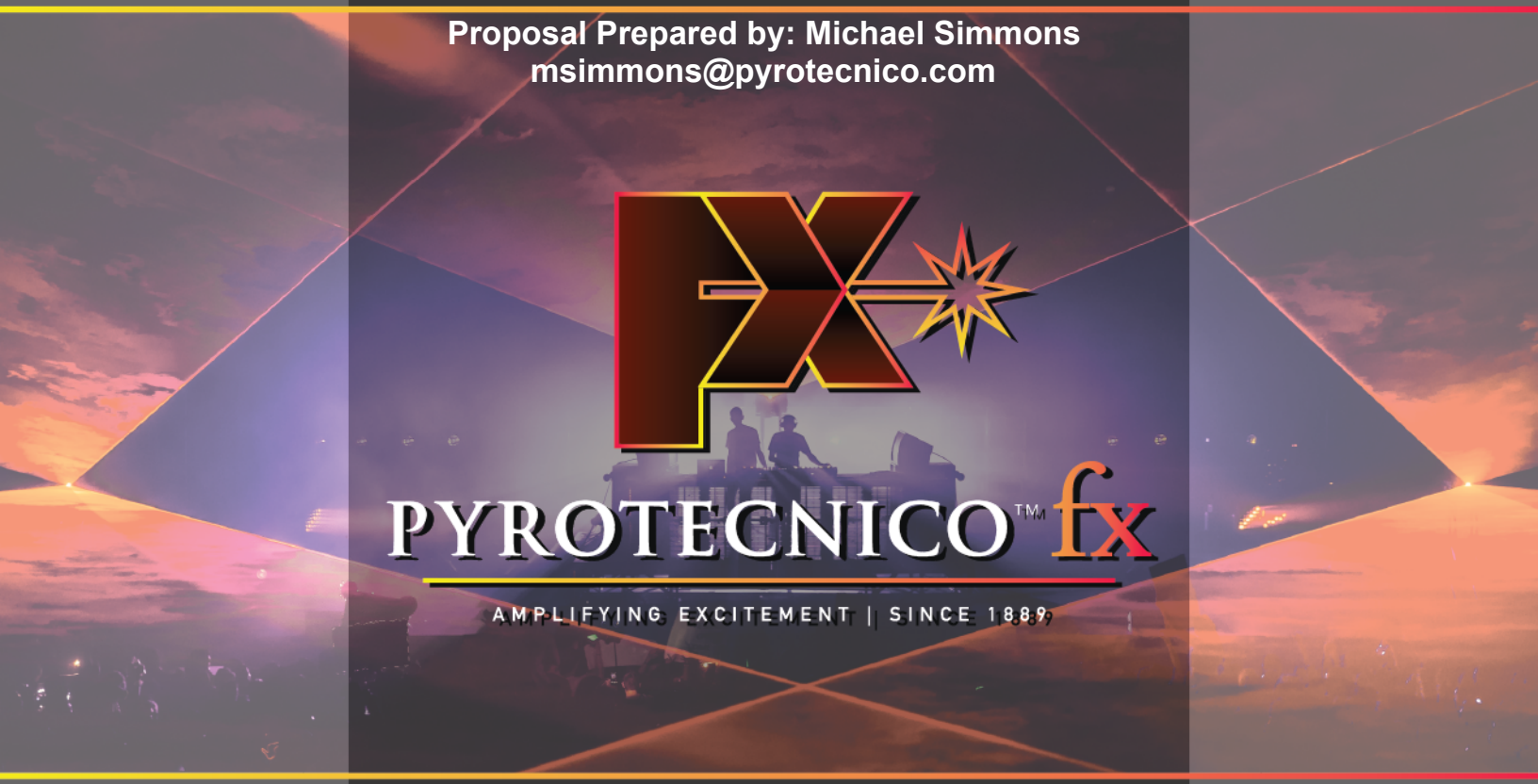
2020 Gulf Coast Firework Display

PYROTECNICO™

VITALE FAMILY FIREWORKS * 1889

Banks Enterprise
Pensacola, FL
September 5, 2020

Proposal Prepared by: Michael Simmons
msimmons@pyrotecnico.com



PYROTECNICO™ fx

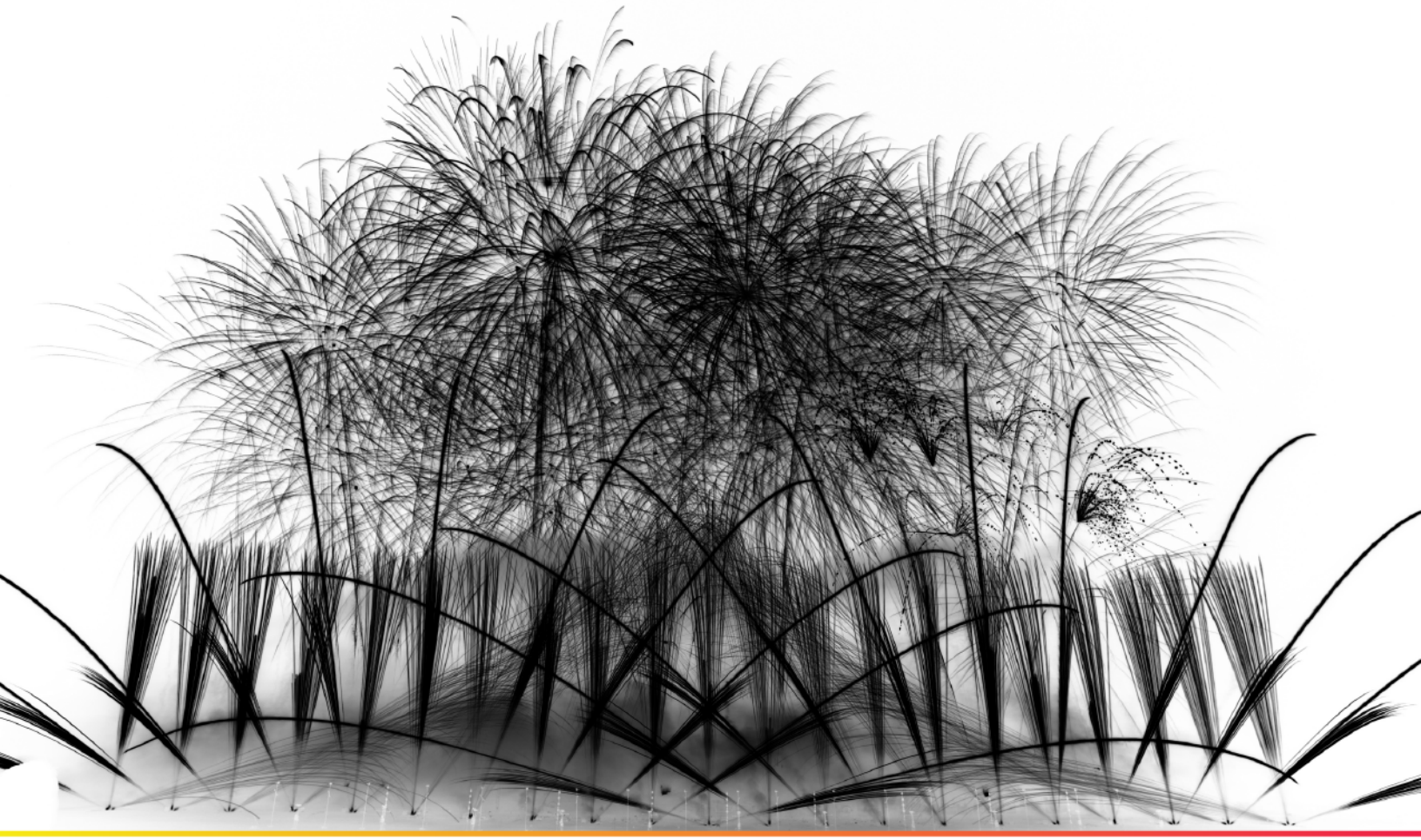
AMPLIFYING EXCITEMENT | SINCE 1888

OUR CORE VALUES

We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.



YOUR EVENT TEAM

Stephen Vitale - President & CEO - svitale@pyrotecnico.com
As the President and CEO of Pyrotecnico, Stephen provides the leadership for all of our employees and creates the philosophy by which we excel. Stephen has 30 years of experience in the fireworks and special effects industries.

Bob Ross - Chief Operating Officer - bross@pyrotecnico.com
With 22 years of experience, Bob oversees the day to day operations and communications, while managing all of the distribution points and facilities in Pyrotecnico's nationwide network.

Rocco Vitale - Creative Director & Show Designer - rvitale@pyrotecnico.com
Rocco designs all shows and creative aspects of FX productions. Rocco has been in the business for 15 years.

Mark DeVincentis - Chief Financial Officer - mdevincentis@pyrotecnico.com
Mark oversees Pyrotecnico's finance department, and handles Pyrotecnico's daily finances, insurance, and billing.

Chris Liberatore - Vice President Sales - cliberatore@pyrotecnico.com
Chris supervises the servicing of client accounts, ensuring that you are completely satisfied with our service and your crowd will experience the best show they have ever seen.

Michael Simmons - Show Producer - msimmons@pyrotecnico.com
With 30 + years experience, Mike develops and services client accounts, making sure that all aspects of your program are accomplished in a timely manner. He is your primary point of contact from concept through completion.

Katherine Thomas - Permit Coordinator - kthomas@pyrotecnico.com
Katherine aids Mike in obtaining all permits necessary for your event and making sure every detail of the preparation process has been addressed.

PROPOSAL

Client: Banks Enterprise

Event Date: September 5, 2020
Rain Date: TBD

Prepared for: Mr. William Banks

Budget & Duration: 5 - 6 minute display, $6,500

Contract Terms:
50% deposit due on signing, balance due net 10

This Presentation Includes:
- Pyrotecnico will secure all needed permits (unless otherwise specified by the local jurisdiction) and organize plans directly with Fire and Safety Authorities.
- All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- Our trained technicians to produce the display.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- Highly choreographed display design.
- The widest variety of top quality shell and special effects from around the globe that includes our own American products

Opening Presentation
The Opening Presentation will start your display off "with a bang." A "mini-finale" will excite the crowd and get them energized for a great show.

10 3" Titanium Salute Finale Shells (loud thundering booms)
10 3" Assorted Color Finale Shells

20 Total Opening Shells

Body
The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

108 3" Assorted Aerial Display Shells

4 49 shot Specialty Barrage Boxes
6 49 shot Fan Shape Barrage Boxes

598 Total Body Shells and Barrage Shots

Your Grand Finale Presentation
The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

50 3" Titanium Salute Finale Shells (loud thundering booms)
110 3" Assorted Color Finale Shells

160 Total Finale Shells

PRICING

DETAILS

5 - 6 Minute Display

Product Recap

20	Openning Shells
548	Body Shells
160	Finale Shells
728	**Total Shells**

GRAND TOTAL

$ 6,300	Turnkey Fireworks Display
$ 200	Estimated Local Permit Fees to be paid directly or post billed if applicable
$ 6,500	**Total Pyrotecnico Price**

YOUR SHOW

We take pride in our ability to "layer" the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!

*Maximum shell heights will vary for each individual display.
•On average, shells will reach 100' of elevation for every inch in shell diameter.
(Example: 2" shells will reach approximately 200' in elevation.)

AMPLIFYING EXCITEMENT SINCE 1889

UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

EXCEPTIONAL TEAM

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.

PYROTECNICO™

800.854.4705 • WWW.PYROTECNICO.COM

THANK YOU

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for your organiztion, and will strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

Mike Simmons | Show Producer
941. 232. 2114 (Cell)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17752 **County Administrator's Report 12. 38.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Award of a Purchase Order for Three Nissan Pathfinders or Approved Equivalent for Code Enforcement
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Award of a Purchase Order for Three Nissan Pathfinders or Approved Equivalent for Code Enforcement - Chips Kirschenfeld, Department Director, Natural Resources Management, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board award and authorize the County Administrator to sign a Purchase Order, in excess of $25,000, for three 2020 Nissan Pathfinder 4WD S (Model 25010) to FL Auto, LLC d/b/a Beck Ford Lincoln, in the amount of $26,061 per vehicle, for a total amount of $78,183, per the terms and conditions of PD 19-20.046, Three Nissan Pathfinders or Approved Equivalent for Code Enforcement.

Vendor/Contractor	Funding	Amount	Contract Number
FL Auto, LLC d/b/a Beck Ford Lincoln	Fund 103, Code Enforcement Fund; Cost Center 220110, Environmental Code Enforcement; Object Code 56401, Machinery & Equipment	$78,183	PD 19-20.046

Specification PD 19-20.046, Three Nissan Pathfinders or Approved Equivalent for Code Enforcement was posted to Vendor Registry on March 12, 2020, and was issued to 46 individuals representing 29 firms. The solicitation was viewed by 18 firms and downloaded by 12.

NON-ADA-COMPLIANT DOCUMENTS TO BE DISTRUBUTED UNDER SEPARATE COVER:

- Bid Response from FL Auto, LLC d/b/a Beck Ford Lincoln
- Recommendation to Award Determination Checklist

BACKGROUND:

Specification PD 19-20.046, Three Nissan Pathfinders or Approved Equivalent for Code Enforcement, was posted to Vendor Registry on March 12, 2020, and was issued to 46 individuals representing 29 firms. The solicitation was viewed by 18 firms and downloaded by 12.

On March 27, 2020, two bid responses were received and both were deemed responsive. FL Auto, LLC d/b/a Beck Ford Lincoln was identified as the lowest responsive bidder with a total bid amount of $78,183.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
FL Auto, LLC d/b/a Beck Ford Lincoln	Fund 103, Code Enforcement Fund; Cost Center 220110, Environmental Code Enforcement; Object Code 56401, Machinery & Equipment	$78,183	PD 19-20.046

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

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.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation
Bid Distribution List
Bid Analytics
Bid Tab Under Review

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BID

THREE (3) 2020 NISSAN PATHFINDER 4X4 (MODEL 25010)
OR APPROVED EQUIVALENT
SPECIFICATION NUMBER PD 19-20.046

BIDS WILL BE RECEIVED UNTIL 2:30 PM CDT, March 27, 2020
Office of Purchasing, Room 11.101
Matt Langley Bell, III Building
213 Palafox Place, Pensacola, FL 32502

A Pre-Solicitation Conference will be **NOT** be held.

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to Vendors of the local Vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any Vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a Vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does

not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to Vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A Vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any Vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or

firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
THREE (3) 2020 NISSAN PATHFINDER 4X4 (MODEL 25010)
OR APPROVED EQUIVALENT
SPECIFICATION PD 19-20.046

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt.

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

THREE (3) 2020 NISSAN PATHFINDER 4X4 (MODEL 25010)
OR APPROVED EQUIVALENT
PD 19-20.046

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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List of General Terms and Conditions (Incorporated by Reference)	8
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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM	**ESCAMBIA COUNTY, FLORIDA**
Submit Offers to: **Jeffrey Lovingood** **Purchasing Coordinator** Office of Purchasing, 2nd Floor, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Phone: 850-595-4953	**Invitation to Bid** **Three (3) 2020 Nissan Pathfinder 4x4 (Model 25010) or Approved Equivalent** **Solicitation Number PD 19-20.046**

Solicitation

MAILING DATE: 03/12/2020
PRE-SOLICITATION CONFERENCE: A Pre-Solicitation Conference will **NOT** be held.
OFFERS WILL BE RECEIVED UNTIL: 2:30 PM CDT, March 27, 2020, 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 Escambia 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 Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:
_____

Delivery Date will be _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

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.

Terms of Payment
Please see Special Terms and Conditions Section 8

Reason for No Offer
_____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Year, Make, Model, and Model # of Vehicle being Bid: _____
(e.g. 2020 Nissan Pathfinder 4X4 [Model 25010**])**

Bid for One (1) Unit $_____

Bid Total for Three (3) Units: $_____

Was Contract Pricing used to achieve this price? Yes_____ No_____ If yes, Bidder shall list contract organization and contract number _____

Projected delivery date (in calendar days) of vehicle upon receipt of a Purchase Order: _____

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number _____ Occupational License # _____	**Person to Contact Concerning This Bid:** Name: _____ Phone: _____ E-Mail: _____ **Person to Contact for Emergency Service:** Name: _____ Phone: _____ E-Mail: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____	Secretary: _____
Vice President: _____	Treasurer: _____
Director: _____	Director: _____
Other: _____	Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

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's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "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. Non-Conformation 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

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
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
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 judgement is from the lowest, 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 or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.046, "Three (3) 2020 Nissan Pathfinder 4x4 (Model 25010) or Approved Equivalent", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the 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:

A. 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.

B. Definitions

Blackout Period means the period between the time the Bids 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 cancelled.
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.

C. 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:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) 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. Vehicle Requirements

This solicitation is for the purchase of one truck. The make and model used for purposes of a benchmark is a new/unused 2020 Nissan Pathfinder S V6 4X4 (Model 25010). The bid of equivalent or better non-Nissan equipment is encouraged. Please see Section 10 below for more details regarding the bid of non-Ram equipment.

The base equipment shall include all standard features for the model listed above as well as the following equipment:

Dodge Item Number	Item Description
Standard	Air Conditioning
Standard	Power Steering
Standard	Power Door Locks and Windows (typically standard through a cooperative purchasing agreement)
If Available	Full-Size Spare Tire
Standard	Exterior Color: White
Standard	Interior Color: Darkest Cloth Available
Standard	Engine: 3.5L Direct Injection V6 with 284 HP & 259 lb-ft torque (or equivalent)
Standard	Automatic Transmission

3. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. Last day for questions will be March 23, 2020 at 5:00 p.m. CDT.

4. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, with Original signatures in indelible ink, and signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

5. Pre-Solicitation Conference

A Pre-Solicitation Conference will **NOT** be held.

6. F.O.B. Point

The F.O.B. point shall be destination within Escambia County. The prices offered shall include all costs of packaging, transporting, delivery and unloading **(this includes inside delivery if requested)** to designated point within Escambia County.

7. Delivery

Delivery is requested no later than ninety (90) calendar days after receipt of purchase order or release order. An estimated time of arrival is to be noted on the Bid Form. Any delays beyond ninety (90) calendar days and any change in the estimated time of arrival shall be coordinated with the project manager for this solicitation.

With delivery of the vehicle, the vendor shall provide the County with the Manufacturer's Statement of Origin or Manufacturer's Certificate of Origin, as applicable. Delivery of the vehicle(s) **shall not** be accepted by the County and payment for the vehicle(s) shall not be made without the original Manufacturer's Statement of Origin or Manufacturer's Certificate of Origin, as applicable.

8. Payment

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

9. Information and Descriptive Literature

Offerors shall furnish all information requested and in the space provided on the Bid form, if any. Furthermore, each Offeror offering an alternate other than the brand(s) specified shall submit with his offer, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous offer will not satisfy this provision. Offers which do not comply with these requirements shall be subject to rejection.

10. Brand/Manufacturer Referenced

Reference vehicle manufacturer indicated. Products similar in design and equal in function and performance will also be considered. The County respectfully requests that any firm wishing to submit a bid on a make and model other than what is noted in Section 2 above submit vehicle make, model, and description for review and approval prior to the end of the period for submitting questions, the date and time of which are noted in Section 3 above. No pricing shall be submitted with the request for approval of a particular make/model.

Alternate offers shall include detailed specifications and/or descriptive literature. Failure to include such specifications or literature may be cause for disqualification of the offer.

11. Equivalents

Please note the clause "manufacturer's name and approved equivalents" in general conditions on the cover sheet. In addition to the equivalency requirement, Vendors offering equivalent items shall meet the general design and style given for the "as specified" item.

Vendors offering equivalent to the "as specified" item(s) shall submit detailed specifications to the Office of Purchasing for evaluation purposes in their Bid Response. Each particular specification which the equivalent item does meet shall be listed along with detailed specification sheet.

12. Equipment/Service

The scope of these specifications is to insure the delivery of a complete unit ready for operation. Omission of any essential detail from these specifications does not relieve the awarded Vendor from furnishing a complete unit.

All equipment shall be new, of current manufacturer in production at the time of solicitation opening and carry standard warranties. The awarded Vendor shall service all equipment prior to delivery.

Offers will be considered only on equipment which can, on short notice, be serviced and maintained by the successful Offeror. At the time of solicitation opening, the Offeror shall be an authorized dealer, distributor, and/or representative of the manufacturer for the brand/model being offered. For the purposes of this solicitation, dealer, distributor, and/or representative means a firm or person that owns, operates, or maintains a store, warehouse, or other establishment in which materials, supplies, parts, articles, or equipment of the general character described in the specifications are bought, kept in stock and sold commercially or to the public in the usual course of business. The Offeror shall maintain a normal supply of repair parts and be equipped with personnel and facilities to provide such service as necessary to keep the equipment in operation with a minimum delay. Failure to meet these requirements, in the County's sole opinion, may be cause for rejection.

13. Assembly and/or Placement

All items shall be completely assembled when delivered to Escambia County.

All items shall be completely assembled by the awarded Vendor prior to acceptance by Escambia County. It will be the responsibility of the awarded Vendor to supply the necessary labor and materials for the placement of all equipment as specified herein. Equipment is to be set-up, serviced, tested and demonstrated at no charge to Escambia County.

14. Manuals

The following manuals, in the quantities indicated, shall be delivered with each piece of equipment:

Operation manual 1 copy Cost of Additional Copies $_____
Parts manual 1 copy Cost of Additional Copies $_____
Repair manual 1 copy Cost of Additional Copies $_____

In addition to the above, the equipment shall be delivered with the following documents as applicable:

A. Statement of origin

B. Warranty certifications

C. Copy of pre-delivery service report

D. DHSMV-82040, Application for certificate of title/registration.

E. Sales tax exemption form (if required).

F. Forward all title work to:

Road Department/Fleet Division
Attn: James Higdon
601 Highway 297-A
Cantonment, Florida 32533

G. Check for excess mileage (when applicable) - Payable to, Clerk of the Circuit Court.

15. Evaluation of Options

The County shall evaluate offers for award purposes by adding the total price. However, the evaluation of options will not obligate the County to exercise the option(s).

16. 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.

17. Award

Award shall be made on an "all-or-none total" basis.

18. Termination (Public Records Request)

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the County may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the County may be deducted from

any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

19. 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.

Non-Contract Insurance Requirements

20. 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.

A. 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 worker's 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.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. 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 $1,000,000.00 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. 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.

E. 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.

F. 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.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability 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: Jeffrey Lovingood, Purchasing Coordinator
Office of Purchasing, Room 11.101
213 Palafox Place, 2nd Floor
Pensacola, FL 32502

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.

Bid Distribution List
46 Individuals Representing 29 Firms

PD 19-20.046
Three (3) Nissan Pathfinder S 4X4

DateAdded	CompanyName	EmailAddress	Subject	EventType
3/12/2020 16:15	Alan Jay Fleet Sales	gm.fleet@alanjay.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Alan Jay Fleet Sales	scott.wilson@alanjay.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:16	Beck Automotive inc	brandysloan@checkbeck.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:16	Beck Automotive inc	paulf@beckfleet.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Bozard Ford & Lincoln	jeaston@bozard.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Bozard Ford & Lincoln	windrow11@gmail.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Chalks Truck Parts	cparnell@chalks.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Chalks Truck Parts	rdavis@chalks.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Dana Safety Supply	jsizemore@danasafetysupply.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Dana Safety Supply	msevigny@1dss.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Dana Safety Supply	swells@danasafetysupply.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	DeLand Nissan	hpwardwilliams@cfl.rr.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	DeLand Nissan	kdye@delandnissan.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Duval Ford	janet.connors@duvalford.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Duval Ford	richard.tackett@duvalford.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	First Priority Emergency Vehicles	evogl@firstpriorityglobal.net	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	First Priority Emergency Vehicles	onlinebids@firstpriorityglobal.net	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Jones Equpment Co. Inc.	jonesequipment@outlook.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Kia Autosport	sprahlad@kiaautosport.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Landers McLarty DCJR	hsteedley@landersmclartydcj.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Liberty Fire & Emergency Distributors	sales@libertyfiredist.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	McGee Commercial Tire & Services	pbrown1@mcgeetire.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	McGee Commercial Tire & Services	tthompso@mcgeetire.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	MULLINAX FORD OF OSCEOLA COUNTY	smizrahi@mullinaxford.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Palmetto Ford Truck Sales Inc.	crodgers@palmettotruck.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	ParaFlex Mobility Systems	duff@etrllc.org	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Pat's Pump & Blower	PatrickJ@Patspump.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	PETE MOORE CHEVROLET	benmyers@petemoore.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	PETE MOORE CHEVROLET	jwilliams@petemoore.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	PETE MOORE CHEVROLET	kstrickland@petemoore.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	PETE MOORE CHEVROLET	lcutter@petemoore.com	Escambia County - PD 19-20.046 Th	deliver

Bid Distribution List
46 Individuals Representing 29 Firms

PD 19-20.046
Three (3) Nissan Pathfinder S 4X4

DateAdded	CompanyName	EmailAddress	Subject	EventType
3/12/2020 16:15	PRESTIGE FORD	ejore@aol.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	S&N Auto Locators Inc.	snautolocators@comcast.net	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Sandy Sansing	hudsonl@sandysansing.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	SunSouth LLC	dcushman@sunsouth.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	SunSouth LLC	tblackmon@sunsouth.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	SUTHERLIN NISSAN MALL OF GA	cwarner@sutherlinnissan.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	Truckers Lighthouse	jeff@truckerslighthouse.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	We Get 4U LLC	support@weget4u.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:16	WORLD FORD	bwells@worldford.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:15	WORLD FORD	ksalter@worldford.com	Escambia County - PD 19-20.046 Th	deliver
3/12/2020 16:16	World Ford Of Pensacola Fl	jjohnson@worldford.com	Escambia County - PD 19-20.046 Th	deliver

Bid Analytics Viewed by 18 Firms
Downloaded by 12 Firms

PD 19-20.046
Three Nissan Pathfinders or Approved Equivalent for Code Enforcement

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
3/13/2020 7:50	Baughn Renovations LLC	Oran	Baughn	oran@baughnrenovations.com	Viewed	None
3/13/2020 7:50	Baughn Renovations LLC	Oran	Baughn	oran@baughnrenovations.com	Downloaded	None
3/13/2020 6:53	Beck Automotive inc	Brandy	Sloan	brandysloan@checkbeck.com	Viewed	None
3/13/2020 6:47	Beck Automotive inc	Brandy	Sloan	brandysloan@checkbeck.com	Downloaded	None
3/17/2020 5:31	Construction Journal	Nancy	Rogers	bids@thecj.com	Viewed	None
3/19/2020 12:15	D.R.E.A.M Youth Development Inc.	Tawanna	Lewis	tawannalewis79@gmail.com	Viewed	Minority Owned;WOSB (W
3/21/2020 21:30	DeLand Nissan	Howard	Williams	howardwilliams@cfl.rr.com	Viewed	None
3/21/2020 21:04	DeLand Nissan	Howard	Williams	howardwilliams@cfl.rr.com	Downloaded	None
4/14/2020 9:10	Dodge Data & Analytics	Swamy	Kalyan	s.kalyanaraman@construction.com	Viewed	VOSB (Veteran Owned Sm
3/21/2020 0:16	Florida Bid Reporting	Kila	Rus	kila@floridabid.com	Viewed	None
3/19/2020 21:51	HGT Inc	Antonio	Lee	salem502@aol.com	Viewed	Minority Owned;WOSB (W
3/19/2020 21:51	HGT Inc	Antonio	Lee	salem502@aol.com	Downloaded	Minority Owned;WOSB (W
3/27/2020 11:50	Major Seas Cleaning and Janitorial Services	Cheryl	Mulrain	majorseasllc@gmail.com	Viewed	Minority Owned;WOSB (W
3/27/2020 11:50	Major Seas Cleaning and Janitorial Services	Cheryl	Mulrain	majorseasllc@gmail.com	Downloaded	Minority Owned;WOSB (W
3/24/2020 14:51	NWT LAWN SERVICE	John	Thomas	nwtlawncare@gmail.com	Viewed	Minority Owned
3/20/2020 22:49	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	Minority Owned
3/13/2020 2:41	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Downloaded	Minority Owned
3/13/2020 17:40	onvia	source	management	sourcemanagement2@onvia.com	Viewed	None
3/13/2020 17:40	onvia	source	management	sourcemanagement2@onvia.com	Downloaded	None
3/16/2020 18:01	Panhandle Janitorial and Cleaning Services LLC	Crystal	Parish	cleaningthepanhandle@gmail.com	Viewed	WOSB (Woman Owned Sn
3/16/2020 18:01	Panhandle Janitorial and Cleaning Services LLC	Crystal	Parish	cleaningthepanhandle@gmail.com	Downloaded	WOSB (Woman Owned Sn
3/12/2020 16:25	PETE MOORE CHEVROLET	Ben	Myers	benmyers@petemoore.com	Viewed	None
3/12/2020 16:26	PETE MOORE CHEVROLET	Ben	Myers	benmyers@petemoore.com	Downloaded	None
3/14/2020 2:00	School Wholesale Supplies LLC	Jp	Das	jpdas@eii-usa.com	Viewed	None
3/16/2020 16:17	SUTHERLIN NISSAN MALL OF GA	CASS	WARNER	cwarner@sutherlinnissan.com	Viewed	None
3/16/2020 16:17	SUTHERLIN NISSAN MALL OF GA	CASS	WARNER	cwarner@sutherlinnissan.com	Downloaded	None
3/20/2020 15:11	World Ford Of Pensacola Fl	Jeff	Johnson	jjohnson@worldford.com	Viewed	None
3/20/2020 15:11	World Ford Of Pensacola Fl	Jeff	Johnson	jjohnson@worldford.com	Downloaded	None
3/27/2020 11:26	Xtreme Pumping and Septic LLC	Joseph	Nelson	accounting@xtremepumpingandseptic.com	Viewed	None
3/27/2020 11:26	Xtreme Pumping and Septic LLC	Joseph	Nelson	accounting@xtremepumpingandseptic.com	Downloaded	None

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 19-20.046 **Solicitation Name:** Three Nissan Pathfinders or Approved Equivalent for Code Enforcement								
Bid Opening Time: 2:30 PM CDT **Bid Opening Date:** 3/27/2020 **Bid Opening Location:** Purchasing **Name of Bidder(s)**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Base Bid Total
Beck Nissan		y	N/A	y	y	y	y	y	$78,183.00
Terry Taylor's DeLand Nissan		y	N/A	y	y	y	y	y	$79,890.00
Bids Opened By:	Jeff Lovingood, Purchasing Coordinator			**Date:**	3/27/2020	**Status:**			
Bids Tabulated By:	Jeff Lovingood, Purchasing Coordinator			**Date:**	3/27/2020	UNDER REVIEW			
Bids Witnessed By:	Sherri Bonner, Purchasing Associate			**Date:**	3/27/2020	**CAR Date:**		**BCC Date:**	

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:**

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: **Form Completed By:** **JDL**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17726 **County Administrator's Report 12. 39.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Award of a Purchase Order for Casino Beach Artificial Reef Construction Project
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Award of a Purchase Order for the Casino Beach Artificial Reef Construction Project for the Natural Resources Management Department - Tim Day, Branch Director, Natural Resources Management, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign a Purchase Order, in excess of $50,000, for the construction and installation of Artificial Reefs at Casino Beach to David Walter d/b/a Walter Marine, in the amount of $59,500, per the terms and conditions of PD 19-20.020, Casino Beach Artificial Reef Construction Project.

The scope is to deploy 17 reef modules with three eco-disks per module. The department will request installation/deployment according to the bathymetry within the permitted area at the time of deployment and may have to modify the number of eco-disks per module, but not the total number of modules or eco-discs deployed.

Vendor/Contractor	Funding	Amount	Contract Number
David Walter d/b/a Walter Marine	Funding: Fund 110, Other Grants and Projects Cost Center 220813, FWC Artificial Reef Grant Object Code 56301, Improvements Other Than Buildings	$59,500	PD 19-20.020

The full amount of $59,500 is funded by the Florida Fish and Wildlife Conservation Commission (FWC). No Escambia County monies or cash matching funds are required by the Grant Agreement (FWC 19041) for the construction of Casino Beach Snorkeling reef. Construction must be completed by August 1, 2020.

Specification PD 19-20.020, Casino Beach Artificial Reef Construction Project, was posted to Vendor Registry on February 14, 2020, and issued to 56 registrants, representing 43 firms. The solicitation was viewed by 35 firms and downloaded by 27 firms.

NON-ADA-COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Bid Response from David Walter d/b/a Walter Marine

BACKGROUND:

Specification PD 19-20.020, Casino Beach Artificial Reef Construction Project, was posted to Vendor Registry on February 14, 2020 and issued to 56 registrants representing 43 firms. The solicitation was viewed by 35 firms and downloaded by 27 firms.

On March 16, 2020, one bid response was received from David Walter d/b/a Walter Marine. The Selection/Negotiation Committee reviewed the bid response and deemed that David Walter d/b/a Walter Marine was satisfactorily qualified to perform the work required and the pricing quoted suited the budget provided by the FWC Grant. The Selection/Negotiation Committee then voted to select David Waler d/b/a Walter Marine without further negotiation for a lump sum amount of $59,500.

The plan is to deploy 17 reef modules with three eco-disks per module. The department will request installation/deployment according to the bathymetry within the permitted area at the time of deployment and may have to modify the number of eco-disks per module, but not the total number of modules or eco-discs deployed.

The full amount of $59,500 is funded by the Florida Fish and Wildlife Conservation Commission (FWC). No Escambia County monies or cash matching funds are required by the Grant Agreement FWC 19041 for the construction of Casino Beach Snorkeling reef. Construction must be completed by August 1, 2020.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number

David Walter d/b/a Walter Marine	Funding: Fund 110, Other Grants and Projects Cost Center 220813, FWC Artificial Reef Grant Object Code 56301, Improvements Other Than Buildings	$59,500	PD 19-20.020

The full amount of $59,500 is funded by the Florida Fish and Wildlife Conservation Commission (FWC). No Escambia County monies or cash matching funds are required by the Grant Agreement (FWC 19041) for the construction of Casino Beach Snorkeling reef. Construction must be completed by August 1, 2020.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

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.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation
Bid Tab Under Review
Bid Distribution List
Bid Analytics

ESCAMBIA COUNTY
FLORIDA

REQUEST FOR PROPOSALS

CASINO BEACH ARTIFICIAL REEF CONSTRUCTION PROJECT
Specification Number PD 19-20.020

PROPOSALS WILL BE RECEIVED UNTIL 2:00 PM CST, March 16, 2020
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Pensacola, FL 32591-1591

A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CST, February 27, 2020.**

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY, FLORIDA
REQUEST FOR PROPOSALS
PROPOSER'S CHECKLIST
CASINO BEACH ARTIFICIAL REEF CONSTRUCTION PROJECT
Specification Number PD 19-20.020

HOW TO SUBMIT YOUR PROPOSAL:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late proposals will be returned unopened.

* *Documents submitted with Proposals are to be on the forms provided in the Request for Proposals and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Proposal Form. The Proposal Form shall contain an original signature in indelible ink. Proposals with photocopies, digital signatures, or scanned signatures will not be accepted.
- One CD or Flash Drive containing the entire Proposal

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).
- Certificate of Enrollment in E-Verify

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your proposal with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of proposer, and due date and time of proposal receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance

HOW TO SUBMIT A NO PROPOSAL:
If you do not wish to submit a proposal at this time, please remove the Solicitation, Offer and Proposal Form from the Proposal Solicitation Package and enter No Proposal in the "Reason for No Proposal" block, your company's name, address, signature, and return the Solicitation, Offer and Proposal Form in a sealed envelope.

This form is for your convenience to assist in filling out your proposal.
Do not return this form with your proposal.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Request for Proposals - Title Page
- Proposers Checklist
- Table of Contents
- Solicitation, Offer and Proposal Form
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part A Summary

Part I General Information
1-1 Purpose
1-2 Objective
1-3 Issuing Officer
1-4 Contract Consideration
1-5 Rejection
1-6 Inquiries
1-7 Addenda
1-8 Schedule
1-9 Proposal Content and Signature
1-10 Negotiations
1-11 Recommended Proposal Preparation Guidelines
1-12 Prime Contract Responsibilities
1-13 Disclosures
1-14 Delays
1-15 Work Plan Control
1-16 Method of Payment

Part II Information Required from Contractors

Exhibit A Scope Document/Selection Criteria/Insurance Requirements

Part III Grant Agreement

Exhibit B Agreement #19041 Escambia County and FWC

Part IV Permits

Exhibit C FDEP and ACOE permits

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL*

SOLICITATION, OFFER AND PROPOSAL FORM

Submit Offers to:
Jeffrey Lovingood
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: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Request for Proposals

Casino Beach Artificial Reef Construction Project

Solicitation Number PD 19-20.020

Solicitation

MAILING DATE: November 6, 2017
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 10:00 AM CST, February 27, 2020.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CST, March 16, 2020, 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 Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with 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 Escambia County Office of Purchasing. Protests 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 Proposal" _____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer (Original Signature Required)

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 purchase 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.

**** Failure to execute this Form binding the proposer's offer shall result in the proposal being rejected as non-responsive.***

PROPOSAL FORM – PRICES ARE *PER INSTALLED* REF MODULE (MINIMUM OF 17)

REEF MODULE TYPE	PRICE ***PER INSTALLED*** REEF MODULE
Installed Reef Module with one attached Reef Habitat Component	$
Installed Reef Module with two attached Reef Habitat Components	$
Installed Reef Module with three attached Reef Habitat Components	$
Installed Reef Module with four attached Reef Habitat Components	$
Installed Reef Module with five attached Reef Habitat Components	$
Installed Reef Module with six attached Reef Habitat Components	$

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the proposal period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF PROPOSAL IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number

_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #

_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project: Escambia County already holds permits for Southeast Deployment Site through Army Corp of Engineers and FDEP

Person to Contact Concerning this Proposal:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Liquidated damages per FWC Agreement No: 19041, See Attachment A

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

    c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state

or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA
GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Proposal Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

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 Proposal Solicitation, Offer, and Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

PROPOSAL INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "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. Non-Conformation 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

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
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
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 judgement is from the lowest, 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 or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.020, "Casino Beach Artificial Reef Construction Project", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the 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:

A. 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.

B. Definitions

Blackout Period means the period between the time the proposals are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting protest is resolved or the solicitation is otherwise cancelled.

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.

C. 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:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) 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. Pre-Solicitation Conference

A Non-Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing in Conference Room #11.407 on February 27, 2020 at 10:00 a.m. CST.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Proposal Opening.

3. Liquidated Damages

Liquidated damages per FWC Agreement No: 19041, See Attachment A.

4. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.
Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

5. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local safety codes.

6. Payment

Partial billing will not be accepted. Escambia County will pay 100% of the contract price after all items have been delivered and accepted. 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 South Palafox Place
Pensacola, FL 32502

7. Service

The scope of these specifications is to insure the delivery of a complete reef module ready use. Omission of any essential detail from these specifications does not relieve the awarded vendor from furnishing a complete unit.

8. Assembly and/or Placement

All items shall be satisfactorily deployed at the Permitted Reef site by the awarded vendor prior to acceptance by Escambia County and FWC. It will be the responsibility of the awarded vendor to supply the necessary labor and materials for the placement of all modules as specified herein in compliance with FWC agreement #19041 and permits.

9. Permits

The County has obtained all known permits for this project.

10. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall be between Escambia County and the awarded vendor and shall include 100% of the terms and conditions of the FWC Agreement #19041 attached herein Exhibit B to this solicitation.

B. The Escambia County Marine Resources department(s) shall issue release (purchase) orders against the agreement.

C. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

D. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

11. 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).

PD 19-20.020
Casino Beach Artificial Reef Construction Project
Request for Proposal

PART I GENERAL INFORMATION

1-1 PURPOSE

The Board of County Commissioners of Escambia County is seeking the Professional Services of a qualified contractor to construct a marine artificial reef that will consist of at least seventeen (17) pre-fabricated piling-mounted concrete reef modules, and deploy the constructed reef modules at designated locations within the boundaries of the Casino Beach Snorkeling Reef permitted area.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to perform the scope of work that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Janice P. Gilley, County Administrator. The liaison officer shall be Robert Turpin, Director, Marine Resource Division. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a **lump sum contract for manufacture, transport and deployment of reef module** after negotiation.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Request for Proposal shall be directed to Jeffrey Lovingood, Purchasing Coordinator, JDLovingood@myescambia.com. Last day for questions is March 6, 2020 at 5:00 p.m. CST.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. Mailing date of proposals……**February 14, 2020**

B. Non-Mandatory Pre-Solicitation Conference
February 27, 2020 at 10:00 a.m., CST

C. Last day for questions….....**March 6, 2020 at 5:00 p.m., CST**

D. Receipt of proposals.....**March 16, 2020 at 2:00 p.m., CST**

E. Short-List Meeting…….....**March 24, 2020 at 10:00 a.m., CST**

F. Discussions/Ranking ……..**April 1, 2020 at 1:00 p.m., CST**

G. 1st Negotiations ……**April 14, 2020 at 10:00 a.m., CST**

H. 2nd Negotiations (if needed)……..**April 17, 2020 at 1:00 p.m., CST**

I. Board of County Commissioners.....**May 07, 2020**

1-9 PROPOSAL CONTENT AND SIGNATURE

One original of the proposal shall be required with all copies having been signed by a company official with the power to bind the company in its proposal, one CD or flash drive containing the entire proposal, and shall be completely responsive to the RFP for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational.

Proposals require submittal of a detailed Project Plan. The detailed Project Plan will include identification of key personnel (with reef construction/deployment experience), identification and description of deployment vessel(s) (name/Doc. #, size, propulsion, capacity (tonnage), navigation equipment, etc. Detailed Project Plan will include deployment capacity/capability and deployment rate. Detailed Project Plan will also include deployment techniques/ procedures and means of providing documentation of reef placement (orientation/placement coordinates/condition on the seafloor).

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

Exhibit A – Scope Document/Selection Criteria/Insurance

Casino Beach Artificial Reef Construction Project

This solicitation is for:

A. OBJECTIVE

The objective of this activity is to construct a marine artificial reef that will consist of at least seventeen (17) prefabricated piling-mounted concrete reef modules and deploy the constructed reef modules at designated locations within the boundaries of the Casino Beach Snorkeling Reef permitted area. Each prefabricated reef module must be at least three (3) feet tall, have a width of at least four (4) feet, and be mounted on a piling embedded at least twelve (12) feet into the seafloor. The deployment site is located approximately 500 feet offshore of Santa Rosa Island at a depth range of approximately nine (9) to sixteen (16) feet. The modules must meet the required navigational clearance and the contractor will comply with all conditions within state and federal permits (attached), grant agreement (attached), county policies (per Purchase Order) as well as any and all applicable local, state and federal laws and regulations.

B. SITE LOCATION

This deployment site is within the Casino Beach Snorkeling Reef permitted area, a currently active permitted artificial reef area located approximately 8.7 nm east of Pensacola Pass (See attached permit maps, drawings, locations, etc.). The depth in the deployment area ranges from a minimum of approximately 6 ft MLLW at the northernmost site to 12 ft MLLW at the southernmost site (See Permit: Attachment B). HOWEVER, natural hydrogeodymanics processes may yield substantially different water depths at the time of deployment, therefore exact locations of each module deployment may differ from plans. If this occurs, Escambia County Marine Resources Division Manager will consult with permitting agencies and Florida Fish and Wildlife Conservation Commission to determine appropriate course of action.

Casino Beach Permitted Area Center Coordinate
(See attached permits)

Casino Beach Permitted Area Corner Coordinates
(See attached permits)

DEPLOYMENT SITE COORDINATES
(See attached permits)

C. MATERIALS

1. The artificial patch reef must consist of **at least seventeen (17)** pre-fabricated concrete artificial reef modules acceptable to Escambia County and the Florida Fish and Wildlife Conservation Commission. Reef materials must provide stable and durable artificial reef habitat. Pre-fabricated reef modules must be composed of marine grade concrete with a minimum strength of 4,000 pounds per square inch (psi).

2. All pre-fabricated modules must be at least 3 feet tall with a width of at least 4 feet, and securely mounted on center piling embedded at least 12 ft into the substrate to prevent movement due to oceanographic forces associated with the shallow water depth. Any pre-fabricated modules that are a concrete disc/layer design should have a concrete thickness of at least 4 inches and have a minimum gap of at least 4 inches between discs/layers. Other concrete reef modules must be constructed with a minimum of 4 inch thickness. Thorough descriptions, including scaled and labeled drawings showing all dimensions must be provided for all proposed reef materials.

3. Payment for loading, transporting and deploying the materials will be based on a cost per unit basis. Materials that are placed within the boundaries of the permitted area, completely intact and in an upright position will be reimbursed at the full unit cost. Materials that are damaged during loading, transport or deployment operations will be replaced with materials to the satisfaction of Escambia County that the materials are as specified in contractor's proposal and in compliance with all permit conditions, regulations, etc. Contractor will remove any unsatisfactory materials from the reef site.

4. The piling of each deployed pre-fabricated concrete module must be vertical within 10 degrees.

5. The contractor agrees to allow Escambia County to conduct on-site inspections of the artificial reef materials before, during and after the deployment. All materials must demonstrate successful longevity of at least nine (9) years within the nearshore environment of the Gulf of Mexico or area of similar (or stronger) hydrodynamic forces. Any proposed reef materials which do not meet the minimum longevity criterion must have an Engineer's statement that the proposed module meets or exceeds the nine-year criterion, within the wave climate of the Gulf of Mexico at the proposed site. All calculations should be included with applicant's proposal to allow Escambia County to verify calculations.

D. LOADING AND TRANSPORTATION

1. Artificial reef materials will be loaded using a suitable means of conveyance onto a barge or other suitable vessel for offshore transportation to the designated artificial reef deployment site. Offshore transportation shall be provided by a sufficiently powered transport or towing vessel, and shall include the necessary personnel and equipment to safely transport and deploy the reef material. Reef material loaded onto the transporting vessel must be properly secured in compliance with Coast Guard standards to allow for its safe transport to the reef construction site.

2. All operations shall be conducted during daylight hours and only with the Escambia County Project Manager or designee onsite.

3. The loading, transport, and deployment operations shall be scheduled by the Contractor with at least five (5) days of advance notice to the Escambia County Project Manager and only when sea height conditions are predicted to be no greater than three feet in the deployment area as forecasted by the nearest NOAA weather office. The Escambia County Project Manager shall coordinate with the Contractor on the decision whether to go ahead with the scheduled loading, transport, and deployment of reef materials based on actual conditions on the day of the scheduled operation.

4. The Contractor shall keep a cargo manifest and a copy of the reef permit conditions during transport and deployment of the materials on board the powered transport or towing vessel. The documents will be provided to the Contractor by the Escambia County Project Manager prior to any deployment.

E. DEPLOYMENT AND MATERIALS PLACEMENT

1. During the deployment of the artificial reef material, the transport vessel must be securely in place with minimal movement (<50 feet) to ensure accurate placement of each pre-fabricated concrete module on the seafloor.

2. Deployment operations will only be initiated when sea height in the operations area is no greater than three feet as forecast by the nearest NOAA weather office. Either the Contractor's observer, the Escambia County observer or the Contractor's vessel captain reserves the right to suspend off-loading operations if positioning and other deployment objectives, including safety of personnel and equipment, are not being met.

3. All 17 pre-fabricated reef modules will be strategically deployed in a line perpendicular to the shoreline to create a single patch reef within the north quadrant of the Casino Beach Snorkel Reef permitted area. Each pre-fabricated reef module will be placed within 15 feet of target coordinates, no more than 30 feet apart (nor closer than 15 feet) from the adjacent pre-fabricated reef module. Reef modules will be deployed beginning with the northern-most sites and continue southward in geospatial order. Any modules not meeting these standards must be removed and relocated or replaced in compliance with the enclosed standards.

4. The minimum vertical clearance of six (6) feet below mean low water elevation shall be maintained above the highest point of the reef material in accordance with the special conditions of the US Army Corps of Engineers permit number SAJ-2106-03221. The design of the pre-fabricated modules should be adjusted to ensure that the minimum vertical clearance is maintained throughout the changing depth inside the Casino Beach Snorkel Reef permitted area. Piling embedment must meet minimum of 12 feet. Any modules not meeting these standards must be removed and relocated or replaced in compliance with the enclosed standards.

5. It is the responsibility of the Contractor to ensure that the placement of the materials occurs within the boundaries of the deployment area and that the minimum vertical clearance is maintained for each deployment. Any modules not meeting these standards must be removed and relocated or replaced in compliance with the enclosed standards.

6. All artificial reef construction and deployments must be completed by August 1, 2020.

F. LIQUIDATED DAMAGES

1. Services will be a per unit payment upon completion of the entire project minus any liquidated damages.

2. Only the number of reef modules satisfactorily deployed prior to the August 1, 2020 completion date will be accepted for payment. Liquidated damages of $500 per module for any contracted modules not satisfactorily deployed by August 1, 2020.

3. The Escambia county representative must provide pictures and/or video of each damaged module as documentation for any damages that are assessed. If no documentation of damages has been provided to the Contractor within the first 15 days of project completion then the Contractor can proceed to invoice Escambia County for the full amount of the project.

4. The invoice shall include a breakdown of costs and show separate lines items for each module/type. The invoice shall be submitted to the Escambia County representative within fifteen days of project completion, but after the 15-day County inspection period.

NOTICE:

Prospective proposers are hereby notified that awarded contract will include all terms and conditions in permit documents and Agreement FWC-19041. Contractors must comply with aforementioned terms and conditions, as well as all applicable federal, state and local laws and regulations. Prospective proposers are responsible for reading and understanding aforementioned permits, agreement, etc. prior to submitting proposal.

Selection Criteria

Ranking/Selection Criteria *
(See FWC-19041 Attachment A-Scope of Work for additional information)

1. Module Construction/Durability 20 Percent

1a. Detailed description of modules (drawings/plans with specifications)
1b. Materials “thickness” in inches
1c. Concrete specifications (psi, admixes, etc.) (must be at least 4000psi)
1d. Module lifting point(s)
1e. Existing inventory and/or manufacturing capacity
1f. Performance record/durability (in years)
1g. Reinforcement type/quantity

2. Habitat Value 20 Percent

2a. Module height
2b. Module complexity (diversity of module features to provide “habitat complexity” for marine life)
2c. Module(s) diversity (>1 module type/design/size?)

2d. Module footprint (sq. ft.)
2e. Module interior volume
2f. Surface area (sq. ft. of external surface area, area of openings subtracted)

3. Horizontal and Vertical Stability 20 Percent

3a. Weight & Density (LBS & LBS/cubic ft.)
3b. Module Shape
3c. Embedment depth and features to minimize subsidence
3d. Performance record (in years) and/or engineering analysis

4. Deployment Capability 20 Percent

4a. Experience in deployment of proposed reef modules (Dates, Locations, Permit #s, Contact Names/info, etc)
4b. Equipment specifications of vessels, cranes, etc.
4c. Deployment technique
4d. Documentation methods/equipment/deliverables
4e. Performance record
4f. Detailed “Project Plan”
4g. Deployment quantity (# of modules) per voyage

5. Price 20 Percent

5a. Cost per module, deployed on seafloor as specified by MRD

If more than one module size, etc. (within this “reef module design concept”) is proposed, please specify the cost per module for each module type. (Reef modules with lower unit costs are preferred).

Insurance Requirements

Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. 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 worker's 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.

B. <u>Workers Compensation Coverage</u>

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. <u>General, Automobile and Excess or Umbrella Liability Coverage</u>

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 $1,000,000.00 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 employer's liability required in the

worker's compensation coverage section) and the total amount of coverage required.

D. 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.

E. 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.

F. 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.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general

liability and business auto liability 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: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Email: Purchasing@myescambia.com

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.

H. Watercraft Liability Coverage

Because the contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of a separate policy covering watercraft liability or protection and indemnity.

I. United States Longshoremen and Harborworkers Act Coverage

The worker's compensation policy is to be endorsed to include United States Longshoremen and Harborworker's Act coverage for exposures, which may arise from this agreement or contract.

J. Jones Act Coverage

The worker's compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.

K. Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover

pollution and/or environmental impairment which may arise from this agreement or contract.

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.

Escambia County
Clerk's Original

10/17/2019 CA#II-27

FWC Agreement No. **19041**

STATE OF FLORIDA
FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

AGREEMENT NO. 19041

CFDA Title(s): Federal Aid in Sportfish Restoration	**CFDA No(s).:** 15.605
Name of Federal Agency(s): U.S. Fish and Wildlife Service	
Federal Award No(s): FL-F-F19AF01071	**Federal Award Year(s):** 2019-2020
Federal Award Name(s): Marine Artificial Reef Planning, Development, Administration, and Assessment in Florida	
CSFA Title(s).: Florida Artificial Reef Program	**CSFA No(s).:** n/a
State Award No(s).: FWC-19041	**State Award Year(s):** n/a
State Award Name(s): Escambia County Artificial Reef Construction 2019-20	

Date: 10/21/19 Verified By:

This Agreement is entered into by and between the Florida Fish and Wildlife Conservation Commission, whose address is 620 South Meridian Street, Tallahassee, Florida 32399-1600, hereafter "**Commission**," and Escambia County Board of County Commissioners, FEID # 59-6000598, whose address is **3363 Park Place, Pensacola, FL 32505**, hereinafter "**Grantee**."

WHEREAS, the Commission and Grantee have partnered together to construct one artificial reef complex by deploying at least 17 pre-fabricated reef modules; and,

WHEREAS, Grantee has been awarded Escambia County Artificial Reef Construction 2019-20 / FWC-19041; and,

WHEREAS, such benefits are for the ultimate good of the State of Florida, its resources, wildlife, and public welfare.

NOW THEREFORE, the Commission and the Grantee, for the considerations hereafter set forth, agree as follows:

1. **PROJECT DESCRIPTION.**

The Grantee shall provide the services and perform the specific responsibilities and obligations, as set forth in the Scope of Work, attached hereto as Attachment A and made a part hereof (hereafter, Scope of Work). The Scope of Work specifically identifies project tasks and accompanying deliverables. These deliverables must be submitted and approved by the Commission prior to any payment. The Commission will not accept any deliverable that does not comply with the specified required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If this agreement is the result of Grantee responses to the Commission's request for competitive or other grant proposals, the Grantee's response is hereby incorporated by reference.

2. PERFORMANCE.

The Grantee shall perform the activities described in the Scope of Work in a proper and satisfactory manner. Unless otherwise provided for in the Scope of Work, any and all equipment, products or materials necessary or appropriate to perform under this Agreement shall be supplied by the Grantee. Grantee shall obtain all necessary local, state, and federal authorizations necessary to complete this project, and the Grantee shall be licensed as necessary to perform under this Agreement as may be required by law, rule, or regulation; the Grantee shall provide evidence of such compliance to the Commission upon request. The Grantee shall procure all supplies and pay all charges, fees, taxes and incidentals that may be required for the completion of this Agreement. By acceptance of this Agreement, the Grantee warrants that it has the capability in all respects to fully perform the requirements and the integrity and reliability that will assure good-faith performance as a responsible Grantee. Grantee shall immediately notify the Commission's Grant Manager in writing if its ability to perform under the Agreement is compromised in any manner during the term of the Agreement. The Commission shall take appropriate action, including potential termination of this Agreement pursuant to Paragraph eight (8) below, in the event the Grantee's ability to perform under this Agreement becomes compromised.

3. AGREEMENT PERIOD.

A. **Agreement Period and Commission's Limited Obligation to Pay.** This Agreement is made pursuant to a grant award and shall be effective upon execution by the last Party to sign, and shall remain in effect through **08/31/2020**. However, as authorized by Rule 68-1.003, F.A.C., referenced grant programs may execute Agreements with a retroactive start date of no more than sixty (60) days, provided that approval is granted from the Executive Director or his/her designee and that it is in the best interest of the Commission and State to do so. For this agreement, the retroactive start date was not approved. The Commission's Grant Manager shall confirm the specific start date of the Agreement by written notice to the Grantee. The Grantee shall not be eligible for reimbursement or compensation for grant activities performed prior to the start date of this Agreement nor after the end date of the Agreement. For this agreement, preaward costs are not eligible for reimbursement. If necessary, by mutual agreement as evidenced in writing and lawfully executed by the Parties, an Amendment to this Agreement may be executed to lengthen the Agreement period.

4. COMPENSATION AND PAYMENTS.

A. **Compensation.** As consideration for the services rendered by the Grantee under the terms of this Agreement, the Commission shall pay the Grantee on a cost reimbursement basis in an amount not to exceed **$59,500**.

B. **Payments.** The Commission shall pay the Grantee for satisfactory performance of the tasks identified in Attachment A, Scope of Work, as evidenced by the completed deliverables, upon submission of invoices, accompanied by supporting documentation sufficient to justify invoiced expenses or fees, and after acceptance of services and deliverables in writing by the Commission's Grant Manager identified in Paragraph ten (10), below. Unless otherwise specified in the Scope of Work, invoices shall be due monthly, commencing from the start date of this Agreement. Invoices must be legible and must clearly reflect the Deliverables that were provided in accordance with the terms of the Agreement for the invoice period. Unless otherwise specified in the Scope of Work, a final invoice shall be submitted to the Commission no later than forty-five (45) days following the expiration date of this Agreement to assure the availability of funds for payment. Further, pursuant to Section 215.971(1)(d), F.S., the Commission may only reimburse the Grantee for

allowable costs resulting from obligations incurred during the agreement period specified in Paragraph three (3).

C. **Invoices.** Each invoice shall include the Commission Agreement Number and the Grantee's Federal Employer Identification (FEID) Number. Invoices, with supporting documentation, may be submitted electronically to the attention of the Commission's Grant Manager identified in Paragraph ten (10), below. If submitting hard copies, an original and two (2) copies of the invoice, plus all supporting documentation, shall be submitted. All bills for amounts due under this Agreement shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Grantee acknowledges that the Commission's Grant Manager shall reject invoices lacking documentation necessary to justify invoiced expenses.

D. **Match.** Pursuant to grant program guidelines, the Grantee is not required to contribute non-federal match towards this Agreement. If applicable, details regarding specific match requirements are included in Attachment A, Scope of Work.

E. **Travel Expenses.** If authorized in Attachment A, Scope of Work, travel expenses shall be reimbursed in accordance with Section 112.061, F.S.

F. **State Obligation to Pay.** The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation and authorization to spend by the Legislature. The Parties hereto understand that this Agreement is not a commitment to future appropriations, but is subject to appropriation and authority to spend provided by the Legislature. The Commission shall be the final authority as to the availability of funds for this Agreement, and as to what constitutes an "annual appropriation" of funds to complete this Agreement. If such funds are not appropriated or available for the Agreement purpose, such event will not constitute a default on behalf of the Commission or the State. The Commission's Grant Manager shall notify the Grantee in writing at the earliest possible time if funds are not appropriated or available.

G. **Non-Competitive Procurement and Rate of Payment.** Section 216.3475, F.S., requires that under non-competitive procurements, a Grantee may not receive a rate of payment in excess of the competitive prevailing rate for those services unless expressly authorized in the General Appropriations Act. If applicable, Grantee warrants, by execution of this Agreement, that the amount of non-competitive compensation provided in this Agreement is in compliance with Section 216.3475, F.S.

H. **Time Limits for Payment of Invoices.** Payments shall be made in accordance with Sections 215.422 and 287.0585, F.S., which govern time limits for payment of invoices. Section 215.422, F.S. provides that agencies have five (5) working days to inspect and approve Deliverables, unless the Scope of Work specifies otherwise. If payment is not available within forty (40) days, measured from the latter of the date the invoice is received or the Deliverables are received, inspected and approved, a separate interest penalty set by the Department of Financial Services pursuant to Section 55.03(1), F.S., will be due and payable in addition to the invoice amount. Invoices returned to a Grantee due to preparation errors will result in a payment delay. Invoice payment requirements do not start until a properly completed invoice is provided to the agency.

I. **Electronic Funds Transfer.** Grantee agrees to enroll in Electronic Funds Transfer (EFT), offered by the State's Chief Financial Officer, within thirty (30) days of the date the last Party has signed this Agreement. Copies of the Authorization form and a sample blank enrollment letter can be found on the vendor instruction page at:

http://www.fldfs.com/aadir/direct_deposit_web/Vendors.htm

Questions should be directed to the State of Florida's EFT Section at (850) 413-5517. Once enrolled, invoice payments will be made by EFT.

J. **Vendor Ombudsman.** A Vendor Ombudsman, whose duties include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a State agency, may be contacted at (850) 413-5516 or by calling the Chief Financial Officer's Hotline, (800) 342-2762.

5. **RETURN OR RECOUPMENT OF FUNDS.**

A. **Overpayment to Grantee.** Pursuant to Section 215.971(1)(e)&(f), F.S., the Grantee shall return to the Commission any overpayments due to unearned funds or funds disallowed pursuant to the terms of this Agreement that were disbursed to Grantee by the Commission. In the event the Grantee or its independent auditor discovers that overpayment has been made, the Grantee shall repay said overpayment within forty (40) calendar days without prior notification from the Commission. In the event the Commission first discovers an overpayment has been made, the Commission will notify the Grantee in writing. Should repayment not be made in a timely manner, the Commission shall be entitled to charge interest at the lawful rate of interest established pursuant to Section 55.03(1), F.S., on the outstanding balance beginning forty (40) calendar days after the date of notification or discovery. Refunds should be sent to the Commission's Grant Manager, and made payable to the "The Florida Fish and Wildlife Conservation Commission."

B. **Additional Costs or Monetary Loss Resulting from Grantee Non-Compliance.** If the Grantee's non-compliance with any provision of the Agreement results in additional cost or monetary loss to the Commission or the State of Florida to the extent allowed by Florida Law, the Commission can recoup that cost or loss from monies owed to the Grantee under this Agreement or any other agreement between Grantee and the Commission. In the event the discovery of this cost or loss arises when no monies are available under this Agreement or any other agreement between the Grantee and the Commission, the Grantee will repay such cost or loss in full to the Commission within thirty (30) days of the date of notice of the amount owed, unless the Commission agrees, in writing, to an alternative timeframe. If the Grantee is unable to repay any cost or loss to the Commission, the Commission shall notify the State of Florida, Department of Financial Services, for resolution pursuant to Section 17.0415, F.S.

6. **COMMISSION EXEMPT FROM TAXES, PROPERTY EXEMPT FROM LIEN.**

A. **Commission Exempt from Taxes.** The Grantee recognizes that the State of Florida, by virtue of its sovereignty, is not required to pay any taxes on the services or goods purchased under the terms of this Agreement. Grantee is placed on notice that this exemption generally does not apply to nongovernmental entity recipients, subrecipients, contractors, or subcontractors. Any questions regarding this tax exemption should be addressed to the Commission Grant Manager.

B. **Property Exempt from Lien.** If the Grant involves the improvement of real property titled to the State of Florida, then the following paragraph applies:

> The Grantee acknowledges that Property being improved is titled to the State of Florida, and is not subject to lien of any kind for any reason. The Grantee shall include notice of such exemptions in any subcontracts and purchase orders issued hereunder.

7. MONITORING.

The Commission's Grant Manager shall actively monitor the Grantee's performance and compliance with the terms of this Agreement. The Commission reserves the right for any Commission staff to make scheduled or unscheduled, announced or unannounced monitoring visits. Specific State and Federal monitoring terms and conditions are found in Attachment B, Audit Requirements. Additionally, monitoring terms, conditions, and schedules may be included in Attachment A, Scope of Work.

8. TERMINATION.

A. **Commission Termination.** The Commission may unilaterally terminate this Agreement for convenience by providing the Grantee with thirty (30) calendar days of written notice of its intent to terminate. The Grantee shall not be entitled to recover any cancellation charges or lost profits. The Grantee may request termination of the Agreement for convenience.

B. **Termination – Fraud or Willful Misconduct.** This Agreement shall terminate immediately in the event of fraud or willful misconduct. In the event of such termination, the Commission shall provide the Grantee with written notice of termination.

C. **Termination – Other.** The Commission may terminate this Agreement if the Grantee fails to: 1.) comply with all terms and conditions of this Agreement; 2.) produce each deliverable within the time specified by the Agreement or extension; 3.) maintain adequate progress, thus endangering the performance of the Agreement; or, 4.) abide by any statutory, regulatory, or licensing requirement. Rule 60A-1.006(3), F.A.C., governs the procedure and consequences for default. The rights and remedies of the Commission in this clause are in addition to any other rights and remedies provided by law or under the Agreement. The Grantee shall not be entitled to recover any cancellation charges or lost profits.

D. **Termination - Funds Unavailability.** In the event funds to finance this Agreement become unavailable or if federal or state funds upon which this Agreement is dependent are withdrawn or redirected, the Commission may terminate this Agreement upon no less than twenty-four (24) hours' notice in writing to the Grantee. Said notice shall be delivered by certified mail, return receipt requested or in person with proof of delivery. The Commission shall be the final authority as to the availability of funds and will not reallocate funds appropriated for this Agreement to another program thus causing "lack of funds." In the event of termination of this Agreement under this provision, the Grantee will be compensated for any work satisfactorily completed and any non-cancellable obligations properly incurred prior to notification of termination.

E. **Grantee Discontinuation of Activities upon Termination Notice.** Upon receipt of notice of termination, the Grantee shall, unless the notice directs otherwise, immediately discontinue all activities authorized hereunder. Upon termination of this Agreement, the Grantee shall promptly render to the Commission all property belonging to the Commission. For the purposes of this section, property belonging to the Commission shall include, but shall not be limited to, all books and records kept on behalf of the Commission.

9. REMEDIES.

A. **Financial Consequences.** In accordance with Sections 215.971(1)(a)&(b), F.S., Attachment A, Scope of Work, contains clearly established tasks in quantifiable units of deliverables that must be received and accepted in writing by the agency before payment. Each deliverable specifies the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable. If the Grantee fails to produce each deliverable within the time

frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment. In addition, pursuant to Section 215.971(1)(c), the Commission shall apply any additional financial consequences, identified in the Scope of Work.

B. **Cumulative Remedies.** The rights and remedies of the Commission in this paragraph are in addition to any other rights and remedies provided by law or under the Agreement.

10. NOTICES AND CORRESPONDENCE.

Any and all notices shall be delivered to the individuals identified below. In the event that either Party designates a different Grant Manager after the execution of this Agreement, the Party will provide written notice of the name, address, zip code, telephone and fax numbers, and email address of the newest Grant Manager, or an individual authorized to receive notice on behalf of that Party, to all other Parties as soon as possible, but not later than five (5) business days after the new Grant Manager has been named. A designation of a new Grant Manager shall not require a formal amendment to the Agreement.

FOR THE COMMISSION:
Grant Manager
Jeff Renchen
Fisheries Biologist IV
Division of Marine Fisheries Management
2590 Executive Center Circle East Suite 203
Tallahassee, FL 32301
Phone: (850) 617-9634
Fax: (850) 487- 4847
jeffrey.renchen@myfwc.com

FOR THE GRANTEE:
Grant Manager
Robert Turpin
Marine Resources Manager
Escambia County
3363 Park Place
Pensacola, FL 32505
Phone: (850) 554-5869
Fax: N/A
rkturpin@myescambia.com

11. AMENDMENT.

A. **Waiver or Modification.** No waiver or modification of this Agreement or of any covenant, condition, or limitation herein contained shall be valid unless in writing and lawfully executed by the Parties.

B. **Change Orders.** The Commission may, at any time, by written order, make a change to this Agreement. Such changes are subject to the mutual agreement of both Parties as evidenced in writing. Any change which causes an increase or decrease in the Grantee's cost or time shall require an Amendment. Minor changes, such as those updating a Party's contact information, may be accomplished by a Modification.

C. **Renegotiation upon Change in Law or Regulation.** The Parties agree to renegotiate this Agreement if federal and/or state revisions of any applicable laws or regulations make changes in the Agreement necessary.

12. PROPERTY RIGHTS.

If this Agreement includes Federal funds, the provisions of Sections 200.310-200.316, OMB Uniform Guidance (2 CFR 200), and any language addressing Federal rights, apply.

A. Intellectual and Other Intangible Property.

i. **Grantee's Preexisting Intellectual Property (Proprietary) Rights.** Unless specifically addressed in the Attachment A, Scope of Work, intellectual and other intangible property rights to the Grantee's preexisting property will remain with the Grantee.

ii. **Proceeds Related to Intellectual Property Rights.** Proceeds derived from the sale, licensing, marketing or other authorization related to any intellectual and other intangible property right created or otherwise developed by the Grantee under this Agreement for the Commission shall be handled in the manner specified by the applicable Florida State Statute and/or Federal program requirements.

iii. **Commission Intellectual Property Rights.** Where activities supported by this Agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representations and works of any similar nature, the Commission and the State of Florida have the unlimited, royalty-free, nonexclusive, irrevocable right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Commission to do so. If this Agreement is supported by federal funds, the federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes, and to authorize others to do so.

B. Purchase or Improvement of Real Property

This agreement is not for the purchase or improvement of real property, therefore, the following terms and conditions do not apply.

i. **Federal Funds.** Any Federal funds provided for the purchase of or improvements to real property are subject to the Property Standards of Sections 200.310 - 200.316, and 200.329, OMB Uniform Guidance (2 CFR 200), as amended.

ii. **Title.** If this agreement is supported by state funds, the Grantee shall comply with Section 287.05805, F.S. This section requires the Grantee to grant a security interest in the property to the State of Florida, the type and details of which are provided for in Attachment A, Scope of Work. Title to state-owned real property remains vested in the state. Title to federally-owned real property remains vested in the Federal government in accordance with the provisions of Section 200.312, OMB Uniform Guidance (2 CFR 200), as amended.

iii. **Use.** Federally-owned real property will be used for the originally authorized purpose as long as needed for that purpose in accordance with Section 200.311, OMB Uniform Guidance (2 CFR 200). State-owned real property will be used as provided in Attachment A, Scope of Work.

C. Non-Expendable Property. The following provisions apply to the extent that the grant allows the acquisition of non-expendable property.

i. **Non-Expendable Property Defined.** For the requirements of this section of the Agreement, "non-expendable property" is the same as "property" as defined in Section 273.02, F.S. (equipment, fixtures, and other tangible personal property of a non-consumable and non-expendable nature, with a value or cost of **$1,000.00** or more, and a normal expected life of one (1) year or more; hardback-covered bound books that are

circulated to students or the general public, with a value or cost of **$25.00** or more; and uncirculated hardback-covered bound books, with a value or cost of **$250.00** or more).

ii. **Title to Non-Expendable Property.** Title (ownership) to all non-expendable property acquired with funds from this Agreement shall be vested in the Commission and said property shall be transferred to the Commission upon completion or termination of the Agreement unless otherwise authorized in writing by the Commission or unless otherwise specifically provided for in Attachment A, Scope of Work.

D. Equipment and Supplies. The following provisions apply to the extent that the grant allows the acquisition of equipment and supplies.

i. **Title - Equipment.** Title to equipment acquired under a Federal award will vest upon acquisition in the non-Federal entity in accordance with Sections 200.313 and 200.314, OMB Uniform Guidance (2 CFR 200).

ii. **Title – Supplies.** Title to supplies will vest in the non-Federal entity upon acquisition. Unused supplies exceeding **$5,000.00** in total aggregate value upon termination or completion of the project or program are subject to Section 200.314, OMB Uniform Guidance.

iii. **Use – Equipment.** Equipment must be used by the non-Federal entity in the program or project for which it was acquired as long as needed

13. RELATIONSHIP OF THE PARTIES.

A. Independent Grantee. The Grantee shall perform as an independent grantee and not as an agent, representative, or employee of the Commission. The Grantee covenants that it presently has no interest and shall not acquire any interest that would conflict in any manner or degree with the performance of services required. Each Party hereto covenants that there is no conflict of interest or any other prohibited relationship between the Grantee and the Commission.

B. Grantee Training and Qualifications. Grantee agrees that all Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification.

C. Commission Security. All employees, subcontractors, or agents performing work under the Agreement must comply with all security and administrative requirements of the Commission. The Commission may conduct, and the Grantee shall cooperate in, a security background check or otherwise assess any employee, subcontractor, or agent furnished by the Grantee. The Commission may refuse access to, or require replacement of, any personnel for cause, including, but not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with the Commission's other requirements. Such refusal shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Commission, in coordination with the Grantee, may reject and bar from any facility for cause any of Grantee's employees, subcontractors, or agents.

D. Commission Rights to Assign or Transfer. The Grantee agrees that the State of Florida shall at all times be entitled to assign or transfer its rights, duties, or obligations under this Agreement to

another governmental agency in the State of Florida, upon giving prior written notice to the Grantee.

E. **Commission Rights to Undertake and Award Supplemental Agreements.** Grantee agrees that the Commission may undertake or award supplemental agreements for work related to the Agreement. The Grantee and its subcontractors shall cooperate with such other Grantees and the Commission in all such cases.

14. SUBCONTRACTS.

A. **Authority. Grantee is permitted to subcontract work under this Agreement, therefore, the following terms and conditions apply.** The Grantee shall ensure, and provide assurances to the Commission upon request, that any subcontractor selected for work under this Agreement has the necessary qualifications and abilities to perform in accordance with the terms and conditions of this Agreement. The Grantee must provide the Commission with the names of any subcontractor considered for work under this Agreement; the Commission in coordination with the Grantee reserves the right to reject any subcontractor. The Grantee agrees to be responsible for all work performed and all expenses incurred with the project. Any subcontract arrangements must be evidenced by a written document available to the Commission upon request. The Grantee further agrees that the Commission shall not be liable to the extent allowed by law, to any subcontractor for any expenses or liabilities incurred under the subcontract and the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

B. **Grantee Payments to Subcontractor.** If subcontracting is permitted pursuant to Paragraph A, above, Grantee agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the Grantee and subcontractor. Failure to make payment pursuant to any subcontract will result in a penalty charged against Grantee and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due."

C. **Commission Right to Reject Subcontractor Employees.** The Commission in coordination with Grantee shall retain the right to reject any of the Grantee's or subcontractor's employees whose qualifications or performance, in the Commission's judgment, are insufficient.

D. **Subcontractor as Independent Contractor.** If subcontracting is permitted pursuant to Paragraph A above, the Grantee agrees to take such actions as may be necessary to ensure that each subcontractor will be deemed to be an independent contractor and will not be considered or permitted to be an agent, servant, joint venturer, or partner of the State of Florida.

15. MANDATORY DISCLOSURE.

These disclosures are required by State law, as indicated, and apply when this Agreement includes State funding; and by Federal law, as indicated, and apply when the Agreement includes a Federal award.

A. **Disclosure of Interested State Employees and Conflict of Interest.** This Agreement is subject to Chapter 112, F.S. Grantee shall provide the name of any officer, director, employee, or other agent who is affiliated with this project and an employee of the State of Florida. If the Agreement includes a Federal award, then the Agreement is also subject to Section 200.112, OMB Uniform Guidance (2 CFR 200). Grantee must disclose, in writing, any potential conflict of interest to the Commission in accordance with applicable Federal awarding agency policy.

B. **Convicted Vendors.** Grantee hereby certifies that neither it, nor any person or affiliate of Grantee, has been convicted of a Public Entity Crime as defined in section 287.133, F.S., nor placed on the convicted vendor list. Grantee shall have a continuing obligation to disclose, to the Commission, in writing, if it, its principals, recipient, subrecipient, contractor, or subcontractor, are on the convicted vendors list maintained by the Florida Department of Management Services pursuant to Section 287.133(3)(d), F.S.

i. **Convicted Vendor List.** Pursuant to Subsection 287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not be awarded or perform work as a Grantee, supplier, subcontractor or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The State of Florida, Department of Management Services, Division of State Purchasing provides listings for convicted, suspended, discriminatory and federal excluded parties, as well as the vendor complaint list at:

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists

ii. **Notice of Conviction of Public Entity Crime.** Any person must notify the Department of Management Services and the Commission, in writing, within thirty (30) days after conviction of a public entity crime applicable to that person or an affiliate of that person as defined in Section 287.133, F.S.

C. **Vendors on Scrutinized Companies List.**

i. **Scrutinized Companies.** 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 Commission 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.

D. **Discriminatory Vendors.** Grantee shall disclose to the Commission, in writing, if they, their subrecipient, contractor, or subcontractor, are on the Discriminatory Vendor List maintained by the Florida Department of Management Services pursuant to Section 287.134(3)(d), F.S. "An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity." Section 287.134(2)(a), F.S.. Grantee has a continuing duty to disclose to the Commission whether they appear on the discriminatory vendor list.

E. **Prompt Disclosure of Litigation, Investigations, Arbitration, or Administrative Proceedings.** Throughout the term of the Agreement, the Grantee has a continuing duty to promptly disclose to

the Commission's Grant Manager, in writing, upon occurrence, all civil or criminal litigation, investigations, arbitration, or administrative proceedings (Proceedings) relating to or affecting the Grantee's ability to perform under this agreement. If the existence of such Proceeding causes the Commission concern that the Grantee's ability or willingness to perform the Agreement is jeopardized, the Grantee may be required to provide the Commission with reasonable assurances to demonstrate that: a.) the Grantee will be able to perform the Agreement in accordance with its terms and conditions; and, b.) Grantee and/or its employees or agents have not and will not engage in conduct in performing services for the Commission which is similar in nature to the conduct alleged in such Proceeding.

F. **Certain Violations of Federal Criminal Law.** If this agreement includes a Federal award, then in accordance with Section 200.113, OMB Uniform Guidance (2 CFR 200), Grantee must disclose, in a timely manner, in writing to the Commission all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

16. INSURANCE.

The Grantee warrants and represents that it is insured, or self-insured for liability insurance, in accordance with applicable state law and that such insurance or 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.

17. SPONSORSHIP.

As required by Section 286.25, F.S., if any recipient, subrecipient, contractor or subcontractor under this grant is a nongovernmental organization which sponsors a program financed wholly or in part by state funds, including any funds obtained through this Agreement, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by (Grantee's name) and the State of Florida, Fish and Wildlife Conservation Commission." If the sponsorship reference is in written material, the words "State of Florida, Fish and Wildlife Conservation Commission" shall appear in the same size letters or type as the name of the Grantee's organization. Additional sponsorship requirements may be specified in Attachment A, Scope of Work.

18. PUBLIC RECORDS.

A. This Agreement may be unilaterally canceled by the Commission for refusal by the Grantee to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, F.S., and made or received by the Grantee in conjunction with this Agreement, unless exemption for such records is allowable under Florida law.

B. If the Grantee meets the definition of "Contractor" in Section 119.0701(1)(a) F.S., the Grantee shall comply with the following:

i. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF THE CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 850-488-6553, RecordsCustodian@myfwc.com, and 620 South Meridian Street, Tallahassee FL 32399**

ii. Keep and maintain public records required by the Commission to perform the service.

iii. Upon request from the Commission's custodian of public records, provide the Commission 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, F.S. or as otherwise provided by law.

iv. Ensure that 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 contract term and following completion of the contract if the Contractor does not transfer the records to the Commission.

v. Upon completion of the contract transfer, at no cost, to the Commission all public records in possession of the Contractor or keep and maintain public records required by the Commission to perform the service. If the Contractor transfers all public records to the Commission upon completion of the contract, 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 contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Commission, upon request from the Commission's custodian of public records, in a format that is compatible with the information technology systems of the Commission.

19. COOPERATION WITH INSPECTOR GENERAL.

Pursuant to subsection 20.055(5), F.S., Grantee, and any subcontractor to the Grantee, understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing. Upon request of the Inspector General or any other authorized State official, the Grantee shall provide any type of information the Inspector General deems relevant to the Grantee's integrity or responsibility. Such information may include, but shall not be limited to, the Grantee's business or financial records, documents, or files of any type or form that refer to or relate to the Agreement. The Grantee agrees to reimburse the State for the reasonable costs of investigation incurred by the Inspector General or other authorized State official for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the State which results in the suspension or debarment of the Grantee. Such costs shall include, but shall not be limited to: salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees.

20. SECURITY AND CONFIDENTIALITY.

The Grantee shall not divulge to third parties any clearly marked confidential information obtained by the Grantee or its agents, distributors, resellers, subcontractors, officers or employees in the course of performing Grant work. To ensure confidentiality, the Grantee shall take appropriate steps regarding its personnel, agents, and subcontractors. The warranties of this paragraph shall survive the Grant.

21. RECORD KEEPING REQUIREMENTS.

A. **Grantee Responsibilities.** The Grantee shall maintain accurate books, records, documents and other evidence that sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement, in accordance with generally accepted accounting principles.

B. **State Access to Grantee Books, Documents, Papers, and Records.** The Grantee shall allow the Commission, the Chief Financial Officer of the State of Florida, the Auditor General of the State of Florida, the Florida Office of Program Policy Analysis and Government Accountability or authorized representatives of the state or federal government to have access to any of the Grantee's books, documents, papers, and records, including electronic storage media, as they may relate to this

Agreement, for the purposes of conducting audits or examinations or making excerpts or transcriptions.

C. **Grantee Records Retention.** Unless otherwise specified in the Scope of Work, these records shall be maintained for five (5) fiscal years following the close of this Agreement, or the period required for this particular type of project by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/), whichever is longer. Grantee shall cooperate with the Commission to facilitate the duplication and transfer of such records upon the Commission's request.

D. **Grantee Responsibility to Include Records Requirements – Subcontractors.** In the event any work is subcontracted under this Agreement, the Grantee shall include the aforementioned audit and record keeping requirements in all subsequent contracts.

E. **Compliance with Federal Funding Accountability and Transparency.** Any federal funds awarded under this Agreement must comply with the Federal Funding Accountability and Transparency Act (FFATA) of 2006. The intent of the FFATA is to empower every American with the ability to hold the government accountable for each spending decision. The result is to reduce wasteful spending in the government. The FFATA legislation requires that information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website: http://www.USASpending.gov. Grant recipients awarded a new Federal grant greater than or equal to **$25,000.00** awarded on or after October 1, 2010 are subject to the FFATA. The Grantee agrees to provide the information necessary, over the life of this Agreement, for the Commission to comply with this requirement.

22. FEDERAL AND FLORIDA SINGLE AUDIT ACT REQUIREMENTS.

Pursuant to the FSAA (or Federal) Vendor / Recipient Determination Checklist, the Grantee has been determined to be a recipient of state financial assistance and/or a subrecipient of a federal award. Therefore, pursuant to Section 215.97, F.S. and/or OMB Uniform Guidance (2 CFR 200), the Grantee may be subject to the audit requirements of the Florida and/or Federal Single Audit Acts. If applicable, the Grantee shall comply with the audit requirements outlined in Attachment B, "Requirements of the Federal and Florida Single Audit Acts," attached hereto and made a part of the Agreement, as applicable.

23. FEDERAL COMPLIANCE.

As applicable, Grantee shall comply with all federal laws, rules, and regulations, including but not limited to:

i. **Clean Air Act and Water Pollution Control Act.** All applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q), and the Water Pollution Control Act (33 U.S.C. 1251-1387, as amended).
ii. **Lacey Act, 16 U.S.C 3371-3378.** This Act prohibits trade in wildlife, fish and plants have been illegally taken, possessed, transported or sold.
iii. **Magnuson-Stevens Fishery Conservation and Management Act, 16 U.S.C. 1801-1884.** This Act governs marine fisheries in Federal waters.
iv. **Migratory Bird Treaty Act, 16 U.S.C. 703-712.** The Act prohibits anyone, unless permitted, to pursue, hunt, take, capture, kill, attempt to take, capture or kill, possess, offer for sale, sell, offer to purchase, deliver for shipment, ship, cause to be shipped, deliver for transportation, transport, cause to be transported, carry or cause to be carried by any means

whatsoever, receive for shipment, transport of carriage, or export, at any time, or in any manner, any migratory bird, or any part, nest, or egg of such bird.

v. **Endangered Species Act, 16 U.S.C. 1531, et seq.** The Act provides a program for the conservation of threatened and endangered plants and animals and the habitat in which they are found. The Act also prohibits any action that cause a "taking" of any listed species of endangered fish or wildlife. Also generally prohibited are the import, export, interstate, and foreign commerce of listed species.

24. **FEDERAL FUNDS. This Agreement relies on federal funds, therefore, the following terms and conditions apply:**

A. **Prior Approval to Expend Federal Funds to Federal Agency or Employee.** It is understood and agreed that the Grantee is not authorized to expend any federal funds under this Contract to a federal agency or employee without the prior written approval of the awarding federal agency.

B. **Equal Employment Opportunity.** Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60). Applicable, except as otherwise provide under 41 CFR Part 60, to any grant, contract, loan, insurance, or guarantee involving Federal assisted construction.

C. **Davis-Bacon Act.** The Davis-Bacon Act, 40 U.S.C. 3141-3148, as supplemented by Department of Labor regulations at 29 CFR Part 5. Applicable to contractors and subcontractors performing on federally funded or assisted contracts in excess of **$2,000.00** for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Under this Act, contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area.

D. **Copeland "Anti-Kickback Act.** The Copeland "Anti-Kickback" Act, 40 U.S.C. 3141-3148, and 3146-3148, as supplemented by Department of Labor regulations (29 CFR Part 5). Applicable to contracts awarded by a non-Federal entity in excess of **$100,000.00** that involve employment of mechanics or labors. Under this Act, contractors and subrecipients are prohibited from inducing, by any mean, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

E. **Contract Work Hours and Safety Standards Act.** Sections 103 and 107 of the Agreement Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). Applicable to construction contracts awarded by Contractors and subcontractors in excess of **$2,000.00**, and in excess of **$2,500.00** for other contracts which involve the employment of mechanics or laborers. Under this Act, contractors and subcontractors must compute wages of mechanics and laborers (workers) on the basis of a standard forty (40) hour work week; provide workers no less than time and a half for hours worked in excess of the forty (40) hour work week; and not require workers to work in surroundings or work conditions that are unsanitary, hazardous, or dangerous.

F. **Rights to Inventions Made Under a Contract or Agreement.** 37 CFR Part 401. If the Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under the "funding agreement," the recipient or subrecipient must comply with the requirements of 37

CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

G. **Energy Efficiency.** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94–163, 89 Stat. 871).

H. **Debarment and Suspension Contractor Federal Certification.** In accordance with Federal Executive Order 12549 and 2 CFR Part 1400 regarding Debarment and Suspension, the Grantee certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency; and, that the Grantee shall not knowingly enter into any lower tier contract, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction.

I. **Prohibition against Lobbying.**

i. **Grantee Certification – Payments to Influence.** The Grantee certifies that no Federal appropriated funds have been paid or will be paid, on or after December 22, 1989, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding, renewal, amending or modifying of any Federal contract, grant, or cooperative agreement. The Grantee also certifies that they have not engaged any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on behalf of the Grantee with respect to this Contract and its related federal contract, grant, loan, or cooperative agreement; or, if the Grantee has engaged any registrant with respect to this Contract and its related Federal contract, grant, loan, or cooperative agreement, the Grantee shall, prior to or upon execution of this Contract, provide the Commission Contract Manager a signed declaration listing the name of any said registrant. During the term of this Contract, and at the end of each Calendar quarter in which any event occurs that materially affects the accuracy of this certification or declaration, the Grantee shall file an updated declaration with the Commission's Contract Manager. If any non-federal funds are used for lobbying activities as described above in connection with this Contract, the Grantee shall submit Standard Form-LLL, "Disclosure Form to Report Lobbying", and shall file quarterly updates of any material changes. The Grantee shall require the language of this certification to be included in all subcontracts, and all subcontractors shall certify and disclose accordingly.

ii. **Grantee – Refrain from Subcontracting with Certain Organizations.** Pursuant to the Lobbying Disclosure Act of 1995, the Grantee agrees to refrain from entering into any subcontracts under this Contract with any organization described in Section 501(c)(4) of the Internal Revenue Code of 1986, unless such organization warrants that it does not, and will not, engage in lobbying activities prohibited by the Act as a special condition of the subcontract.

J. **Compliance with Office of Management and Budget Circulars.** As applicable, Grantee shall comply with the following Office of Management and Budget (OMB) Uniform Guidance (2 CFR 200).

K. **Drug Free Workplace.** Pursuant to the Drug-Free Workplace Act of 1988, the Grantee attests and certifies that the Grantee will provide a drug-free workplace compliant with 41 U.S.C. 81.

25. CONTRACT-RELATED PROCUREMENT.

A. **PRIDE.** In accordance with Section 946.515(6), F.S., if a product or service required for the performance of this Contract is certified by or is available from Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE) and has been approved in accordance with Subsection 946.515(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this contract shall be purchased from [PRIDE] in the same manner and under the same procedures set forth in Subsections 946.515(2) and (4), F.S.; and for purposes of this contract the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned.

The above clause is not applicable to subcontractors unless otherwise required by law. Additional information about PRIDE and the products it offers is available at http://www.pride-enterprises.org.

B. **Respect of Florida.** In accordance with Subsection 413.036(3), F.S., if a product or service required for the performance of this Contract is on the procurement list established pursuant to Subsection 413.035(2), F.S., the following statement applies:

> It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Subsections 413.036(1) and (2), F.S.; and for purposes of this contract, the person, firm or other business entity carrying out the provisions of this contract shall be deemed to be substituted for the state agency insofar as dealings with such qualified nonprofit agency are concerned.

Additional information about the designated nonprofit agency and the products it offers is available at http://www.respectofflorida.org.

C. **Procurement of Recycled Products or Materials.** Grantee agrees to procure any recycled products or materials which are the subject of or are required to carry out this Contract in accordance with Section 403.7065, F.S.

26. PROFESSIONAL SERVICES.

A. **Architectural, Engineering, Landscape Architectural, or Survey and Mapping.** If this Agreement is for the acquisition of professional architectural, engineering, landscape architectural, or registered surveying and mapping services, and is therefore subject to Section 287.055, F.S., the following provision applies:

> The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or

registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this contract.

B. **Termination for Breach.** For the breach or violation of this provision, the Commission shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

27. INDEMNIFICATION.

If Grantee is a state agency or subdivision, as defined in Subsection 768.28(2), F.S., pursuant to Subsection 768.28(19), F.S., neither Party indemnifies nor insures the other Party for the other Party's negligence. If Grantee is not a state agency or subdivision as defined above, Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and the Commission, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors, provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or the Commission. If this is a Professional Services Agreement as defined in Subsection 725.08 F.S., then notwithstanding the provisions of Subsection 725.06 F.S., the design professional shall only be liable for, and fully indemnify, defend, and hold harmless the State, the Commission, and their officers, agents, and employees, for actions caused in whole or in part, by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the Agreement.

28. NON-DISCRIMINATION.

No person, on the grounds of race, creed, color, national origin, age, sex, 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.

29. SEVERABILITY, CHOICE OF LAW, AND CHOICE OF VENUE.

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 in connection herewith, in law or equity, shall be brought in Leon County, Florida, to the exclusion of all other lawful venues.

30. NO THIRD PARTY RIGHTS.

The Parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any person not a party to this Agreement.

31. JURY TRIAL WAIVER.

As part of the consideration for this Agreement, the Parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Agreement, or with the products or services provided under this Agreement, including but not limited to any claim by the Grantee of *quantum meruit*.

32. PROHIBITION OF UNAUTHORIZED ALIENS.

In accordance with Federal Executive Order 96-236, the Commission shall consider the employment by the Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationalization Act. Such violation shall be cause for unilateral cancellation of this Agreement if the Grantee knowingly employs unauthorized aliens.

33. EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY).

A. **Requirement to Use E-Verify.** Executive Order 11-116, signed May 27, 2011, by the Governor of Florida, requires Commission contracts in excess of nominal value to expressly require the Grantee to: 1.) utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by Grantee during the Agreement term; and, 2.) include in all subcontracts under this Agreement, the requirement that subcontractors performing work or providing services pursuant to this Agreement utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the subcontract.

B. **E-Verify Online.** E-Verify is an Internet-based system that allows an employer, using information reported on an employee's Form I-9, Employment Eligibility Verification, to determine the eligibility of all new employees hired to work in the United States after the effective date of the required Memorandum of Understanding (MOU); the responsibilities and elections of federal contractors, however, may vary, as stated in Article II.D.1.c. of the MOU. There is no charge to employers to use E-Verify. The Department of Homeland Security's E-Verify system can be found online at http://www.dhs.gov/files/programs/gc_1185221678150.shtm

C. **Enrollment in E-Verify.** If Grantee does not have an E-Verify MOU in effect, the Grantee must enroll in the E-Verify system prior to hiring any new employee after the effective date of this Agreement.

D. **E-Verify Recordkeeping.** The Grantee further agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records available to the Commission or other authorized state entity consistent with the terms of the Grantee's enrollment in the program. This includes maintaining a copy of proof of the Grantee's and subcontractors' enrollment in the E-Verify Program (which can be accessed from the "Edit Company Profile" link on the left navigation menu of the E-Verify employer's homepage).

E. **Employment Eligibility Verification.** Compliance with the terms of the Employment Eligibility Verification provision is made an express condition of this Agreement and the Commission may treat a failure to comply as a material breach of the Agreement.

34. FORCE MAJEURE AND NOTICE OF DELAY FROM FORCE MAJEURE.

Neither Party shall be liable to the other for any delay or failure to perform under this Agreement if such delay or failure is neither the fault nor the negligence of the Party or its employees or agents 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 Party's control, or for any of the foregoing that affects subcontractors or suppliers if no alternate source of supply is available. However, in the event of delay from the foregoing causes, the Party shall take all reasonable measures to mitigate any and all resulting delay or disruption in the Party's performance obligation under this Agreement. If the delay is excusable under this paragraph, the delay will not result in any additional charge or cost under the Agreement to either Party. In the case of any delay Agreement believes is excusable under this paragraph, Grantee shall notify the Commission's Grant Manager in writing of the delay or potential delay and describe the cause of the delay either: (1) within ten (10) calendar days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) within five (5) calendar days after the date Grantee first had reason to believe that a delay could result, if the delay is not reasonably foreseeable. **THE FOREGOING SHALL CONSTITUTE 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. The Commission, in its sole discretion, will determine if the delay is excusable under this paragraph and will notify Grantee of its decision in writing. No claim for damages, other than for an extension of time, shall be asserted against the Commission. Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from the Commission 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, Grantee shall perform at no increased cost, unless the Commission determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to the Commission or the State, in which case, the Commission may do any or all of the following: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to the Commission with respect to products or services subjected to allocation; (2) purchase from other sources (without recourse to and by 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.

35. TIME IS OF THE ESSENCE.

Time is of the essence regarding the performance obligations set forth in this Agreement. Any additional deadlines for performance for Grantee's obligation to timely provide deliverables under this Agreement including but not limited to timely submittal of reports, are contained in the Scope of Work, Attachment A.

36. ENTIRE AGREEMENT.

This Agreement with all incorporated attachments and exhibits 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, and duly signed by each of the Parties hereto, unless otherwise provided herein. In the event of conflict, the following order of precedence shall prevail;

this Agreement and its attachments, the terms of the solicitation and the Grantee's response to the solicitation.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed through their duly authorized signatories on the day and year last written below.

ESCAMBIA COUNTY
BOARD OF COUNTY COMMISSIONERS

SIGNATURE

Name: Lumon J. May, Chairman

Title:

Date: 10/17/2019

THE BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO. FLORIDA

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

Deputy Clerk

FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION

SIGNATURE

Name: DAN ELINOR

Title: Section Leader

Date: 11/13/19

Approved as to form and legality by FWC Attorney:

SIGNATURE

Approved as to form and legal sufficiency.

By/Title:

Date: 9/29/19

Attachments in this Agreement include the following:

Attachment	A	Scope of Work
Attachment	B	Requirements of the Federal and Florida Single Audit Acts
Attachment	C	Federal Aid Compliance Requirements
Attachment	D	Cost Reimbursement Contract Payment Requirements
Attachment	E	Certification Regarding Debarment/Suspension for Subcontracts
Attachment	F	Certification of Completion

Attachment A – SCOPE OF WORK

Project Name:	Escambia County Artificial Reef Construction 2019-20	**FWC Agreement No.**	19041

1. DESCRIPTION OF GOODS / SERVICES PROCURED, OR PROJECT WORKPLAN

A. DESCRIPTION OF GOODS / SERVICES

The objective of this activity is to construct a marine artificial reef complex by deploying at least 17 pre-fabricated concrete modules: Each module will be at least 3 feet tall creating one patch reef within the Casino Beach Snorkel Reef permitted area. Each module will be placed at designated locations within the boundaries of the permitted area (SAJ-2016-03221), which is located 8.7 nm east of Pensacola Pass at a depth of 6-12 ft.

The artificial reef construction activity to be funded consists of the following elements:

MATERIALS

1. Artificial reef materials must consist of a total of at least 17 pre-fabricated concrete artificial reef modules, or other concrete structures acceptable to the **COMMISSION**. All of the pre-fabricated modules must be at least 3 feet tall with a diameter of at least 4 feet, and mounted on a piling embedded at least 12 ft into the seafloor to prevent movement due to oceanographic forces associated with the shallow water depth.

2. Pre-fabricated modules must be composed of marine grade concrete with a minimum strength of 4,000 pounds per square inch (psi). Pre-fabricated modules shall consist of concrete with no exposed metal framework. Pre-fabricated modules having internal or hollow spaces will be designed with multiple openings of various sizes all the way through the outer surface to allow for water circulation and access by fish. Pre-fabricated modules that are a concrete disc/layer design should be at least 6 inches tall and have a minimum gap depth of at least 4 inches between discs/layers.

3. No open-bottom modules are allowed that include additional modules, discs, or other materials stacked, placed on or immediately adjacent to the top opening, as they may prevent turtles from easily escaping.

4. All artificial reef materials shall be clean and free from dirt, asphalt, creosote, petroleum, or other hydrocarbons and toxic residues, loose free floating material or other deleterious substances.

5. The **GRANTEE** shall evaluate the structural integrity of each pre-fabricated module proposed for use, and shall eliminate from artificial reef material consideration all badly damaged modules that would be prone to break apart during the transport and/or deployment process.

6. For each barge load of artificial reef materials, the **GRANTEE** shall inventory all of the artificial reef materials, calculate the tonnage (either using before and after barge draft calculations, trucking receipts, or the known weights of individual pieces or reef modules), and take a representative photograph of the artificial reef material on the barge or other deployment vessel immediately prior to deployment.

Attachment A – SCOPE OF WORK

Project Name:	Escambia County Artificial Reef Construction 2019-20	**FWC Agreement No.**	19041

7. Units must be capable of being deployed in an upright position on the seafloor. Any lifting lines or straps used during deployment must be temporary and removed by the **GRANTEE** prior to reimbursement.

8. Reimbursement for loading, transporting and deploying the materials will be based on cost per unit basis. Materials that are placed within the boundaries of the permitted area, completely intact and in an upright position will be reimbursed at the full unit cost. Materials that are damaged during loading, transport or deployment operations will be reimbursed based on the liquidated damage schedule (if applicable) listed in the bid specifications provided by the **GRANTEE** and approved by the **COMMISSION**.

9. The **GRANTEE** agrees to allow the **COMMISSION** to conduct on-site inspections of the artificial reef materials before, during, and after the deployment.

LOADING AND TRANSPORTATION

10. Artificial reef materials will be loaded using a suitable means of conveyance for transportation to a staging area site and loading onto a barge or other suitable vessel for offshore transportation to the designated artificial reef site. Offshore transportation shall be provided by a sufficiently powered transport or towing vessel, and shall include the necessary personnel and equipment to safely transport and deploy the reef material. Reef material loaded on to the transporting vessel must be properly secured in compliance with Coast Guard standards to allow for its safe transport to the reef construction site.

11. The **GRANTEE's** Project Manager shall complete the FWC Artificial Reef Cargo Manifest form to be maintained onboard the vessel at all times during transport of materials, pursuant to Chapter 379.249, F.S. The form is available on the **COMMISSION's** website: http://www.myfwc.com/artificialreefs.

DEPLOYMENT AND MATERIALS PLACEMENT

12. During the deployment of the artificial reef material, the transport vessel must be securely in place with minimal movement (<50 feet) to ensure accurate placement of each concrete module on the bottom. Material must be arranged to provide habitat complexity as well as provide sand bottom forage area opportunities.

13. Any machinery used to move and deploy the reef materials should be sufficiently powered/maneuverable and capably operated to ensure timely, effective and safe off-loading of materials. The tug or transport vessel shall meet all U.S. Coast Guard certification and safety requirements, be equipped with a working, accurate Global Positioning System (GPS) unit and other marine electronics including a working VHF radio. Effective and reliable communications shall exist at all times between the transport vessel, and the designated **GRANTEE** observer on site.

14. Deployment operations will only be initiated when sea height in the operations area is no greater than two to four feet as forecast by the nearest NOAA weather office. Either the **COMMISSION'S** observer, the **GRANTEE's** observer or the subcontractor's

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vessel captain reserves the right to suspend off-loading operations if positioning and other deployment objectives, including safety of personnel and equipment, are not being met.

15. All 17 pre-fabricated reef modules under this Agreement will be strategically deployed in a line perpendicular to the shoreline create a single patch reef within the north quadrant of the Casino Beach Snorkel Reef permitted area around the patch reef center coordinate: **30° 19.749' N 87° 08.327' W**. Pre-fabricated reef modules will be placed no more 30 feet apart from each other.

16. The minimum vertical clearance of 6 feet shall be maintained above the highest point of the reef material in the Casino Beach Snorkel Reef permitted site (in accordance with the special conditions of the US Army Corps of Engineers permit number SAJ-2016-03221 (SP-SWA). The design of the pre-fabricated modules should be adjusted to ensure that the minimum vertical clearance is maintained throughout this nearshore permitted area.

17. The **GRANTEE's** Contract Manager or **GRANTEE's** designated official observer shall oversee the temporary marking of the reef deployment location in advance of reef materials deployment in order to assist the subcontractor in the proper placement of the artificial reef materials. The markers shall be buoys of sufficient size and color to be clearly visible to the tug captain, and sufficiently anchored and with sufficient scope so that they will not drift off the designated deployment site prior to deployment. The **COMMISSION** will not pay for materials placed outside the permit area as described above. Precise GPS placement of marker buoys that do not shift position with time are important to ensure the reef is constructed within the permitted area.

18. The **GRANTEE's** Project Manager or **GRANTEE's** designated official observer shall remain on site during the entire deployment phase of the operation and confirm the GPS coordinates of the individual placements as well as the maximum vertical relief of the constructed reefs using a fathometer after the reef construction has been completed.

19. Both the **GRANTEE** and its subcontractor shall have on site current nautical charts of the deployment area, with the permitted site indicated on the chart. The proposed patch reef coordinates and the corner coordinates of the reef site will also be in possession of the **GRANTEE's** observer and the subcontractor when on site. The **GRANTEE's** observer shall also be in possession of a copy of the Army Corps permit for the area where the deployments are taking place. The **GRANTEE** shall be responsible for ensuring that all permit condition terms are complied with.

20. Both the **GRANTEE** and its subcontractor shall be prepared to remove any floating debris that might occur during deployment. Having boat hooks, dip nets, and other equipment on board to enable efficient collection of unanticipated floating debris is strongly encouraged. The **GRANTEE** shall be responsible for ensuring that any floating debris discovered during deployment operations (e.g., wood, floating line, aluminum cans, plastic bottles, or other floating materials) shall be collected and transported back to land for proper disposal.

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ALLOWABLE EXPENDITURES ASSOCIATED WITH THE REEF PROJECT

21. Funds from this Agreement may be expended on the activities listed pursuant to Chapter 68E-9.004(1)(a), F.A.C. No more than $5,000 or 10% (whichever is less) of project funds granted under the program may be expended for 'engineering services'. Any funds required in excess of this amount must be provided by the applicant. See Chapter 68E-9.004(1)(a), F.A.C. for the definition of 'engineering services' and complete list of eligible materials and activities.

22. If the **GRANTEE** chooses to conduct a pre-deployment and/or post-deployment SCUBA assessment at the deployment location(s) (post deployment assessment is not required, but is an eligible activity for reimbursement under Chapter 68E-9.004(1)(a), F.A.C.), in order to be eligible for reimbursement, work must be completed within the current grant period and the following items, at a minimum, must be included:
    a. *Methods*: name and type of vessel, anchored or live boated, type of GPS unit(s), divers, survey methods;
    b. *Conditions*: cloud cover, wind speed and direction, sea conditions, visibility, water temperature, currents;
    c. *Chronology*: dive plan, start and end of each dive, dive profile, maximum depth, dive time, distance and bearing searched;
    d. *Coordinates*: Describe the GPS unit(s) used to navigate to the site (model number). Describe whether differential or WAAS coordinates were recorded. Compare the dive locations to deployment location numbers. How well do they match the published numbers?
    e. *Physical observations*: Describe the number and size of material observed. What is the proximity of concrete pieces or modules to each other? What percent material was damaged or partially damaged? What is the maximum and minimum relief of the site? How do these observations compare to the Material Placement Report Form information submittal?
    f. *Footprint area*: Measure the approximate total area covered by each patch reef through standard in situ survey practices.
    g. *Biological observations*: Describe any fish observed, or other general biological observations.
    h. *Video and photographs*: Provide representative still and/or video footage of each deployment location (digital format preferred when available).

LIABILITY AND RESPONSIBILITY FOR REEF MATERIALS

23. Upon initiation of the handling and movement of these artificial reef materials by the **GRANTEE's** subcontractor, all liability, risk of loss and responsibility for the safe handling, storage, transportation and deployment of the materials shall be borne by the subcontractor. This liability, assumption of risk and responsibility shall remain with the subcontractor until the materials are deployed at the permitted reef site in accordance with the specifications in this Agreement.

B. BACKGROUND

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Chapter 379.249 F.S. creates the Florida Artificial Reef Program to enhance saltwater opportunities and to promote proper management of fisheries resources associated with artificial reefs for the public interest. Under the program, the **COMMISSION** may provide grants and financial and technical assistance to coastal local governments, state universities, and nonprofit corporations qualified under s. 501(c)(3) of the Internal Revenue Code for the siting and development of artificial reefs as well as for monitoring and evaluating such reefs and their recreational, economic, and biological effectiveness. Chapter 68E-9 F.A.C defines the procedures for submitting an application for financial assistance and criteria for allocating available funds. The purpose of this rule is to govern the development of state and federally funded artificial reefs, the review and ranking of project applications eligible for funding, and the administration of funds from the Florida Artificial Reef Program.

This artificial reef construction project was selected for funding by the **COMMISSION** based upon ranking of competitive applications submitted to the Artificial Reef Program pursuant to the criteria for allocating funds described in Chapter 68E-9, F.A.C.

C. **SUPPORT OF COMMISSION MISSION**

Construction of this artificial reef will augment marine hard bottom habitat with well-planned stable and durable artificial reefs for purposes of providing near shore reef fish habitat, offshore recreational fishing and diving opportunities, reduced pressure on natural reef and hard bottom sites, and reduced user conflicts by providing additional recreational fishing and diving site locations off of Florida's coastal waters. The proposed artificial reefs will make fisheries resources available for the long term benefit of local Florida residents and visitors.

D. **DEFINITIONS**

The terms and abbreviations used herein shall have the meanings as defined below.

i. "Artificial reef" means one or more manufactured or natural objects intentionally placed on the bottom in predominantly marine waters to provide conditions believed to be favorable in sustaining, or enhancing the spawning, breeding, feeding, or growth to maturity of Florida's managed reef associated fish species as well as to increase the productivity of other reef community resources which support fisheries. Included in this definition are artificial reefs developed with one or more of the following additional objectives: enhancement of fishing and diving opportunities, fisheries research, and fisheries conservation/preservation purposes.

ii. "Permitted area" means an area with discrete boundaries inside of which one or more artificial reefs may be located and for which all required permits and authorizations have been obtained. These permits and authorizations include: artificial reef permits issued by the Florida Department of Environmental Protection and/or the Army Corps of Engineers and other permits, licenses, or authorizations required by any governing body.

iii. "Staging area" means a land-based holding area for artificial reef material where such material is stored and prepared for transportation to an approved artificial reef site.

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iv. "Prefabricated modules" means structures specifically designed and built for use as artificial reefs and which meet the environmental safety, durability, and stability requirements of this rule, as well as providing complexity and texture which are suitable as habitat for fishes and for colonization by encrusting marine organisms.

2. DELIVERABLES

A. Deliverable #1 (Artificial Reef Construction)

Construction of a marine artificial reef by deploying at 17 pre-fabricated concrete reef modules within the Casino Beach Snorkel Reef permitted area. Pre-fabricated modules will be placed in close proximity to each other to create one patch reef within the boundaries of the permitted area.

i. Minimum Level of Performance

The artificial reef must be deployed within the boundaries of the permitted area and in compliance with all the applicable permits and authorizations associated with the permitted area. At a minimum, a total of at least 17 pre-fabricated concrete reef modules must be deployed in accordance with the specifications in this Agreement.

ii. Documentation / Criteria Used as Evidence of Performance

1. A Materials Placement Report shall be submitted to the **COMMISSION's** Project Manager within 30 days of field operations completion. The Materials Placement Report form is available on the **COMMISSION's** website at http://www.myfwc.com/artificialreefs. The Materials Placement Report must have a certification signature and reflect an accurate material tonnage for the reef deployed as well as a detailed description of the type, number, dimensions and individual weights of the various sizes of reef materials deployed. This information may be submitted on the materials placement report in lieu of taking loaded and unloaded barge measurements. If accurate individual weights of concrete units cannot be obtained or are not known, barge displacement measurements are required. The **GRANTEE's** Project Manager or **GRANTEE's** designee shall then record the waterline length, width and draft (to the nearest inch) of the loaded barge at all four (4) corners to calculate the average displacement of water due to the weight of the artificial reef materials. The same barge measurements must be taken by either the **GRANTEE's** Project Manager or **GRANTEE's** designee when the barge returns to shore after the deployment has been completed. These measurements may not be taken while the barge is offshore at the deployment site. The barge measurements are to be included in the Materials Placement Report.

2. A table providing coordinates for each deployed module is required and is to be attached to the Material Placement Report. Coordinates can be reported by the contracted vendor during deployment or by the **GRANTEE** during post-deployment monitoring.

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3. A final written field assessment providing the designated observer's narrative, for each day of the reef deployment operations, is required prior to reimbursement. The field report shall include a written chronology and narrative describing the deployment, and a performance evaluation of the marine subcontractors who performed the work. The final field assessment should include photos of the material and loaded barge prior to each deployment and, if available, underwater photographs and video footage (surface and/or underwater).

iii. Timeline for Completion

All artificial reef construction must be completed by August 1, 2020. A one-time short term time extension of up to thirty (30) days (through the Agreement end date of August 31, 2020) may be authorized in writing by the **COMMISSION's** Contract Manager under the following conditions: a) documented hazardous weather and sea conditions do not allow for the safe deployment of reef materials offshore or, b) unanticipated documented equipment malfunction on the transport vessel or accompanying tug or at the shore-side loading area results in an unexpected short term delay. The **COMMISSION** reserves the right to deny any time extension request if sufficient progress has not been accomplished. Advance planning that avoids dependence on a favorable weather window during the final days of the project is strongly encouraged. All request for bid packages from the **GRANTEE** to subcontractors must include language that specifies a completion date that ensures all materials will be in the water by August 1, 2020. Subcontracts with completion dates even earlier than August 1, 2020 to provide an additional buffer are strongly encouraged.

3. FINANCIAL CONSEQUENCES

A. If the **GRANTEE** fails to complete construction within the time frame specified by the Scope of Work, the budget amount allocated for that deliverable will be deducted from the Grantee's payment.

B. The **GRANTEE** will not be eligible for reimbursement until all reports have been provided to the satisfaction of the **COMMISSION** documenting that all work has been completed in accordance with the Scope of Work, and in compliance with all permit conditions.

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4. PERFORMANCE

A. Written or electronically transmitted progress reports must be sent to the **COMMISSION's** Contract Manager at no less than 60 day intervals beginning from the date of execution of this agreement.

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B. The **GRANTEE** agrees to provide the **COMMISSION** with a minimum of five (5) days notice and maintain continuous notification thereafter as each deployment date approaches for any artificial reef construction that occurs as a result of this Agreement.

C. The **GRANTEE** agrees to follow all provisions of Section 379.249, F.S. and Chapter 68E-9, F.A.C. during the term of this Agreement.

D. The **GRANTEE** agrees to comply with all applicable federal, state, and local statutes, rules and regulations in providing goods or services to the **COMMISSION** under the terms of this Agreement; including the general and special conditions specified in any permits issued by the Department of the Army, Corps of Engineers and/or the Florida Department of Environmental Protection. The **GRANTEE** further agrees to include this as a separate provision in all subcontracts issued as a result of this Agreement.

E. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, dugout canoes, metal implements, historic building material, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the immediate vicinity of the discovery. The applicant shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section at (850)245-6333. Project activities shall not resume without verbal and/or written authorization. In the event that unmarked human remains are encountered during the permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S.

F. Funds from this Agreement may not be expended on salaries, training, or parts replacement or repairs to rented or contractor owned equipment. Documentation of expenses and survey reports must be submitted with the closeout package in order for reimbursement to be made.

G. The **GRANTEE** agrees to acknowledge the role of the Federal Aid in Sport Fish Restoration Program funding in any publicity related to this Agreement.

5. COMPENSATION AND PAYMENT

A. COST REIMBURSEMENT

The **GRANTEE** shall be compensated on a cost reimbursement basis in accordance with the Cost Reimbursement Contract Payment Requirements as shown in the Department of Financial Services, "Reference Guide for State Expenditures" publication. The cost reimbursement requirements section of the Reference Guide is attached hereto and made a part hereof as Attachment D.

B. INVOICE SCHEDULE

A single final invoice may be submitted after completion of the deliverable and must be received by the **COMMISSION** no later than October 15, 2020 to assure availability of funds for payment. A timely reimbursement request following completion of actual field operations is strongly encouraged.

Attachment A – SCOPE OF WORK

Project Name:	Escambia County Artificial Reef Construction 2019-20	**FWC Agreement No.**	19041

C. **TRAVEL EXPENSES**

No travel expenses are authorized under the terms of this Agreement.

D. **FORMS AND DOCUMENTATION**

1. The **GRANTEE** shall submit a completed Materials Placement Report form along with the invoice and request for payment. The Materials Placement Report form is available on the **COMMISSION's** website at: http://www.myfwc.com/artificialreefs.

6. MONITORING SCHEDULE

A. The **GRANTEE** agrees to allow the **COMMISSION** to conduct on-site inspections of the artificial reef materials, staging area and construction site before, during, and after the deployment.

B. No additional monitoring activities have been identified at this time; however, additional tasks may be identified during the pendency of this agreement.

7. INTELLECTUAL PROPERTY RIGHTS

See Agreement for applicable terms and conditions related to the intellectual property rights.

8. SUBCONTRACTS

See Agreement for applicable terms and conditions related to subcontracts.

9. INSURANCE

See Agreement for applicable terms and conditions related to insurance.

10. SECURITY AND CONFIDENTIALITY

See Agreement for applicable terms and conditions related to security and confidentiality.

11. RECORD KEEPING REQUIREMENTS

See Agreement for applicable terms and conditions related to record keeping requirements.

12. NON-EXPENDABLE PROPERTY

The **GRANTEE** is not authorized to use funds provided herein for the purchase of any non-expendable equipment or personal property valued at $1,000 or more for performance under this Agreement.

13. PURCHASE OR IMPROVEMENT OF REAL PROPERTY

This Section is not applicable and intentionally left blank.

14. SPECIAL PROVISIONS FOR CONSTRUCTON CONTRACTS

Attachment A – SCOPE OF WORK

Project Name:	Escambia County Artificial Reef Construction 2019-20	FWC Agreement No.	19041

A. DRUG-FREE WORKPLACE

Pursuant to Section 440.102(15), F.S., any construction contractor regulated under Parts I and II of Chapter 489, F.S., who contracts to perform construction work under a state contract shall implement a drug-free workplace.

B. CONTRACTOR ELIGIBILITY

1. The use of a Marine Specialty licensed contractor (Section 489.105, F.S) is not a requirement for professional services pertaining to artificial reef deployment activities during this Agreement. A Marine Specialty Contractor license (Chapter 61G4-15.033 Florida Administrative Code) does not include artificial reefs, and therefore is not a licensing requirement for artificial reef deployment.

2. The Consultants Competitive Negotiation Act (Section 287.055, F.S.) is not applicable for professional services pertaining to artificial reef planning, procurement, deployment or survey activities during this Agreement. Signed and sealed drawings are not required.

3. In accordance with Executive Order 12549, Debarment and Suspension, the **GRANTEE** shall agree and certify that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and, that the **GRANTEE** shall not knowingly enter into any lower tier agreement, or other covered transaction, with a person who is similarly debarred or suspended from participating in this covered transaction, unless authorized in writing to the **COMMISSION** by the federal agency issuing the grant award. Upon execution of subcontracts funded by this Agreement, the **GRANTEE** shall require subcontractors to complete, sign and return a copy of the form entitled "Certification Regarding Debarments, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Federally Funded Transactions", attached hereto and made a part hereof as Attachment E. As required by sentences 1 and 2 above, the **GRANTEE** shall include the language of this section, and Attachment E in all subcontracts or lower tier agreements executed to support the **GRANTEE's** work under this Agreement.

C. FEDERAL FUNDS

1. This Agreement is funded in whole or in part by a grant from the U.S. Fish and Wildlife Service, Federal Aid in Sport Fish Restoration Program, CFDA No. 15.605. Therefore, the **GRANTEE** shall be responsible for complying with all federal grant requirements as provided in the grant, a copy of which is attached hereto and made a part hereof as Attachment C. It is understood and agreed that the **GRANTEE** is not authorized to expend any federal funds under this Agreement to a federal agency or employee without the prior written approval of the U.S. Fish and Wildlife Service.

2. The Davis-Bacon Act is not applicable to subcontracts executed under this Agreement. This project is funded by the Dingell-Johnson Sport Fish Restoration Act which does not require implementation of the provision of the Davis-Bacon Act as the initial federal award to the **COMMISSION** was exempt from the Davis-Bacon Act conditions.

Attachment A – SCOPE OF WORK

Project Name:	Escambia County Artificial Reef Construction 2019-20	**FWC Agreement No.**	19041

3. The **GRANTEE** agrees to follow all requirements of CFR 200, Code of Federal Regulations, for the procurement of commodities or contractual services under this Agreement.

4. The **COMMISSION** shall make payment to the **GRANTEE** for an amount of the total project eligible cost not to exceed $59,500.00 of approved invoiced costs.

D. **PAYMENT BOND**

Pursuant to Chapter 287, F.S., no payment or surety bond is required for this project.

E. **PERFORMANCE BOND**

Pursuant to Chapter 287, F.S., no performance bond is required for this project.

F. **CERTIFICATE OF CONTRACT COMPLETION**

The Grantee will be required to complete a Certificate of Completion form (Attachment F) when all work has been completed and accepted. This form must be submitted to the **COMMISSION's** Contract Manager with the **GRANTEE's** invoice for payment to be authorized. The **COMMISSION's** Contract Manager shall submit the executed form with the invoice to Accounting Services.

G. **CERTIFICATE OF PARTIAL PAYMENT**

This Section is not applicable and intentionally left blank.

H. **GRANTEE PAYMENTS TO SUBCONTRACTOR**

Grant Agreement No. 19041, Section 15, B, "Grantee Payments to Subcontractor" is hereby amended to read as follows:

If subcontracting is permitted pursuant to Section 15, Paragraph A, the **GRANTEE** agrees to make payments to the subcontractor upon completion of work and submitted invoice in accordance with the contract between the **GRANTEE** and subcontractor. Failure to make payment pursuant to any subcontract within thirty (30) working days will result in a penalty charged against **GRANTEE** and paid to the subcontractor in the amount of one-half of one percent (0.50%) of the amount due per day from the expiration of the thirty (30) working day period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

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FWC Agreement No. 19041

Attachment B
AUDIT REQUIREMENTS

The administration of resources awarded by the Florida Fish and Wildlife Conservation Commission (Commission) to the Grantee may be subject to audits and/or monitoring by the Commission as described in Part II of this attachment regarding State funded activities. If this Agreement includes a Federal award, then Grantee will also be subject to the Federal provisions cited in Part I. If this Agreement includes both State and Federal funds, then all provisions apply.

MONITORING

In addition to reviews of audits conducted in accordance with Sections 200.500-200.521, Uniform Guidance: Cost Principles, Audit, and Administrative Requirements for Federal Awards (2 CFR 200), as revised, hereinafter "OMB Uniform Guidance" and Section 215.97, F.S., as revised (see "AUDITS" below), the Commission may conduct or arrange for monitoring of activities of the Contractor. Such monitoring procedures may include, but not be limited to, on-site visits by the Commission staff or contracted consultants, limited scope audits as defined by Section 200.331, OMB Uniform Guidance and/or other procedures. By entering into this Agreement, the Grantee agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Commission. The Grantee further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Florida Department of Financial Services or the Florida Auditor General.

AUDITS

PART I: FEDERALLY FUNDED. If this Agreement includes a Federal award, then the following provisions apply:

A. This part is applicable if the Grantee is a State or local government or a non-profit organization as defined in Sections 200.90, 200.64, or 200.70, respectively, OMB Uniform Guidance.

B. In the event that the Grantee expends **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) or more in Federal awards in its fiscal year, the Grantee must have a single or program-specific audit conducted in accordance with the provisions of the Federal Single Audit Act of 1996 and Sections 200.500-200.521, OMB Uniform Guidance. EXHIBIT 1 to this Attachment indicates Federal resources awarded through the Commission by this Agreement. In determining the Federal awards expended in its fiscal year, the Grantee shall consider all sources of Federal awards, including Federal resources received from the Commission. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by Sections 200.500-200.521, OMB Uniform Guidance. An audit of the Grantee conducted by the Auditor General in the OMB Uniform Guidance, will meet the requirements of this part.

C. In connection with the audit requirements addressed in Part I, paragraph A. herein, the Grantee shall fulfill the requirements relative to auditee responsibilities as provided in Section 200.508, OMB Uniform Guidance. This includes, but is not limited to, preparation of financial statements, a schedule of expenditure of Federal awards, a summary schedule of prior audit findings, and a corrective action plan.

D. If the Grantee expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after December 26, 2014) in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **$500,000.00** (**$750,000.00** for fiscal years beginning on or after

December 26, 2014) in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Grantee resources obtained from other than Federal entities).

E. Such audits shall cover the entire Grantee's organization for the organization's fiscal year. Compliance findings related to agreements with the Commission shall be based on the agreement requirements, including any rules, regulations, or statutes referenced in the Agreement. The financial statements shall disclose whether or not the matching requirement was met for each applicable agreement. All questioned costs and liabilities due to the Commission shall be fully disclosed in the audit report with reference to the Commission agreement involved. Additionally, the results from the Commission's annual financial monitoring reports must be included in the audit procedures and the Sections 200.500-200.521, OMB Uniform Guidance audit reports.

F. If not otherwise disclosed as required by Section 200.510, OMB Uniform Guidance, the schedule of expenditures of Federal awards shall identify expenditures by contract number for each agreement with the Commission in effect during the audit period.

G. If the Grantee expends less than **$500,000.00** in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, is not required. In the event that the Grantee expends less than **$500,000.00** in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of Sections 200.500-200.521, OMB Uniform Guidance, the cost of the audit must be paid from non-Federal resources (*i.e.*, the cost of such an audit must be paid from the Grantee's resources obtained from other-than Federal entities).

H. A web site that provides links to several Federal Single Audit Act resources can be found at: http://harvester.census.gov/sac/sainfo.html

PART II: STATE FUNDED. If this Agreement includes State funding, then the following provisions apply:

This part is applicable if the Grantee is a non-state entity as defined by Section 215.97, F.S., (the Florida Single Audit Act).

A. In the event that the Grantee expends a total amount of state financial assistance equal to or in excess of **$750,000.00** (**$500,000.00** in fiscal years prior to July 1, 2016) in any fiscal year of such Grantee, the Grantee must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; applicable rules of the Executive Office of the Governor and 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 Commission by this Agreement. In determining the state financial assistance expended in its fiscal year, the Grantee shall consider all sources of state financial assistance, including state financial assistance received from the Commission, other state agencies, and other non-state entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a non-state entity for Federal program matching requirements.

B. In connection with the audit requirements addressed in Part II, paragraph A herein, the Grantee shall ensure that the audit complies with the requirements of Section 215.97(7), F.S. This includes submission of a financial reporting package as defined by Section 215.97(2)(d), F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

C. If the Grantee expends less than **$750,000.00** (**$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of section 215.97, F.S., is not required. In the event that the Grantee expends less than **$750,000.00** (**$500,000.00** in fiscal years prior to July 1, 2016) in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of section 215.97, F.S., 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 Grantee's resources obtained from other-than State entities).

D. Additional information regarding the Florida Single Audit Act can be found at: https://apps.fldfs.com/fsaa/.

E. Grantee shall provide a copy of any audit conducted pursuant to the above requirements directly to the following address:

Office of Inspector General
Florida Fish and Wildlife Conservation Commission
Bryant Building
620 S. Meridian St.
Tallahassee, FL 32399-1600

PART III: REPORT SUBMISSION

A. Copies of reporting packages, to include any management letter issued by the auditor, for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment shall be submitted by or on behalf of the Grantee directly to each of the following at the address indicated:

1. The Commission at the following address:

   Office of Inspector General
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2. The Federal Audit Clearinghouse designated in Section 200.512, OMB Uniform Guidance (the reporting package required by Section 200.512, OMB Uniform Guidance, should be submitted to the Federal Audit Clearinghouse):

   Federal Audit Clearinghouse
   Bureau of the Census
   1201 East 10th Street
   Jeffersonville, IN 47132

3. Other Federal agencies and pass-through entities in accordance with Section 200.512, OMB Uniform Guidance.

B. Copies of audit reports for audits conducted in accordance with Sections 200.500-200.521, OMB Uniform Guidance, and required by Part I of this Attachment (in correspondence accompanying the

audit report, indicate the date that the Grantee received the audit report); copies of the reporting package described in Section 200.512, OMB Uniform Guidance, and any management letters issued by the auditor; copies of reports required by Part II of this Attachment must be sent to the Commission at the addresses listed in paragraph C. below.

C. Copies of financial reporting packages required by Part II of this Attachment, including any management letters issued by the auditor, shall be submitted by or on behalf of the Grantee directly to each of the following:

1. The Commission at the following address:

   Office of Inspector General
   Florida Fish and Wildlife Conservation Commission
   Bryant Building
   620 S. Meridian St.
   Tallahassee, FL 32399-1600

2) The Auditor General's Office at the following address:

   Auditor General's Office
   G74 Claude Pepper Building
   111 West Madison Street
   Tallahassee, FL 32399-1450

D. Any reports, management letter, or other information required to be submitted to the Commission pursuant to this Agreement shall be submitted timely in accordance with OMB Sections 200.500-200.521, OMB Uniform Guidance, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Grantees and sub-Grantees, when submitting financial reporting packages to the Commission for audits done in accordance with Sections 200.500-200.521, OMB Uniform Guidance, or Chapters 10.550 (local governmental entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Grantee/sub-Grantee in correspondence accompanying the reporting package.

- End of Attachment –

FWC Agreement No. 19041

Exhibit 1
FEDERAL AND STATE FUNDING DETAIL

FEDERAL RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Federal Program(s) Funds		
CFDA #	**CFDA Title**	**Amount**
15.605	Federal Aid in Sport Fish Restoration Program	$35,000.00
	Total Federal Awards	$35,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO THE FEDERAL RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Federal Program(s) Compliance Requirements	
CFDA #	**Compliance Requirements**
15.605	1. Only the goods and/or services described within the attached Agreement and Attachment A Scope of Work are eligible expenditures for the funds awarded. 2. All provisions of Section 379.249, Florida Statutes and Rule 68E-9, Florida Administrative Code must be complied with in order to receive funding under this Agreement. 3. The Grantee must comply with the requirements of all applicable laws, rules or regulations relating to this artificial reef project.

STATE RESOURCES AWARDED TO THE GRANTEE PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

MATCHING RESOURCES FOR FEDERAL PROGRAMS:

Matching Funds Provided by CFDA		
CFDA #	**CFDA Title**	**Amount of Matching Funds**
15.605	Florida Artificial Reef Program	$24,500.00
	Total Matching Funds Associated with Federal Programs	$24,500.00

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

State Project(s)		
CSFA #	**CSFA Title**	**Amount**
n/a	n/a	n/a
	Total State Awards	

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

State Project(s) Compliance Requirements	
CSFA #	**Compliance Requirements**
n/a	n/a

NOTE: Section 200.513, OMB Uniform Guidance (2 CFR 200), as revised, and Section 215.97(5), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Grantee.

- End of EXHIBIT 1 -

FWC Agreement No. 19041

Attachment C

State Grant Programs Part 523 Federal Aid Compliance Requirements

Chapter 1 Summary 523 FW 1.1

1.1 Purpose. The purpose of this chapter is to summarize guidance on those requirements generally applicable to grant programs.

1.2 Applicability and Scope. In accepting Federal funds, States and other grantees must comply with all applicable Federal laws, regulations, and policies. This chapter is not all-inclusive. Exclusion of any specific requirement does not relieve grantees of their responsibility for compliance. Copies of reference materials can be obtained from the Regional Offices. Guidance on the following requirements is contained in this chapter.

A. Nondiscrimination Requirements.
- Title VI of the Civil Rights Act of 1964
- Section 504 of the Rehabilitation Act of 1973
- Age Discrimination Act of 1975
- Title IX of the Education Amendments of 1972

B. Environmental Requirements.
- Coastal Zone Management Act of 1972
- Executive Order 11987, Exotic Organisms
- Endangered Species Act of 1973
- National Environmental Policy Act of 1969
- Floodplains and Wetlands Protection
- Animal Welfare Act of 1985
- Coastal Barriers Resources Act of 1982

C. Historic and Cultural Preservation Requirements.
- National Historic Preservation Act of 1966

D. Administrative Requirements.
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
- Debarment and Suspension
- Drug-Free Workplace Act of 1988
- Restrictions on Lobbying (P.L. 101-121)

1.3 Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000(d)).

A. Summary. Prohibits discrimination based on race, color, or national origin in any "program or activity receiving Federal financial assistance."

B. References.
(1) Regulations of the Department of the Interior (43 CFR Part 17)
(2) U.S. Fish and Wildlife Service Guidelines for Compliance with Federal Nondiscrimination Requirements
(3) U.S. Fish and Wildlife Service Federally Assisted Program Implementation Plan

C. Requirements.
(1) Grantees may not, on the basis of race, color, or national origin, select, locate, or operate project facilities which will serve to exclude or limit opportunity for use or benefits.

(2) Grantees shall make reasonable efforts to inform the public of opportunities provided by Federal Aid projects and shall inform the public that the projects are subject to Title VI compliance.
(3) Though employment practices are not in themselves subject to Title VI, Title VI does apply to employment which may affect the delivery of services to beneficiaries of a federally assisted program. For the purpose of Title VI, volunteers or other unpaid persons who provide services to the public are included.

1.4 Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 795)

A. Summary. Ensures that no qualified handicapped person shall, on the basis of handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

B. References.
(1) Regulations of the Department of the Interior (43 CFR Part 17)
(2) U.S. Fish and Wildlife Service Guidelines for Compliance with Federal Nondiscrimination Requirements
(3) U.S. Fish and Wildlife Service Federally Assisted Program Implementation Plan

C. Requirements.
(1) Grantees may not deny a qualified handicapped person the opportunity to participate in or benefit from Federal Aid project facilities or services afforded to others.
(2) Grantees may not deny a qualified handicapped person the opportunity to participate as a member of a planning or advisory board.
(3) The location of facilities shall not have the effect of excluding handicapped persons from, deny them the benefits of, or otherwise subject them to discrimination under any Federal Aid project.

1.5 Age Discrimination Act of 1975 (42 U.S.C. 6101)

A. Summary. Prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

B. References.
(1) Regulations of the Department of the Interior (43 CFR Part 17)
(2) U.S. Fish and Wildlife Service Guidelines for Compliance with Federal Nondiscrimination Requirements
(3) U.S. Fish and Wildlife Service Federally Assisted Program Implementation Plan

C. Requirements. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. However, a grantee is permitted to take an action otherwise prohibited if the action reasonably takes into account age as a factor necessary to the normal operation or achievement of any statutory objective of a program or activity.

1.6 Title IX of the Education Amendments of 1972 (20 U.S.C. 1681, et.seq.)

A. Summary. Prohibits discrimination on the basis of sex in any education program receiving Federal financial assistance.

B. References.
(1) Regulations of the Department of the Interior (43 CFR Part 17)
(2) U.S. Fish and Wildlife Service Guidelines for Compliance with Federal Nondiscrimination Requirements

C. Requirements. No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program receiving Federal financial assistance. For the purpose of Title IX, hunter education and aquatic education project activities are considered education programs.

1.7 Coastal Zone Management Act of 1972 (16 U.S.C. 1451 et. seq.)

A. Summary. The Act is intended to, "preserve, protect, develop, and where possible, to restore or enhance, the resources of the Nation's coastal zone..."

B. References. Regulations of the Department of Commerce (15 CFR 930).

C. Requirements. Federal Aid projects, which would "significantly affect the coastal zone" must be consistent with the approved State management programs developed under the Act. Prior to submitting a Grant Proposal for a project in the coastal zone of a State with an approved Coastal Zone Management Program, the proposed project must be reviewed for consistency with the management plan. Grantees may be required to submit a statement attesting to conformance with the Coastal Zone Management Plan.

1.8 Exotic Organisms Executive Order 11987

A. Summary. Federal agencies shall discourage the States from introducing exotic species into natural ecosystems of the United States. In addition, Federal agencies will restrict the use of Federal funds for the purpose of introducing exotic species into ecosystems outside of the United States.

B. References. Executive Order 11987, Exotic Organisms, 42 FR 26949 (May 25, 1977)

C. Requirements.
(1) Any proposal for the introduction of an exotic species into a natural ecosystem by a State fish and wildlife agency must include a biological opinion from the U.S. Fish and Wildlife Service supporting the proposed introduction.
(2) To obtain a biological opinion, the State agency shall provide the Regional Director with a written request for the opinion together with any available information including, but not limited to, NEPA documents, biological data, and project plans.
(3) After receiving a biological opinion, it will be the responsibility of the State agency to adhere to the recommendations outlined in that opinion.

1.9 Endangered Species Act of 1973 (16 U.S.C. 1531-1534).

A. Summary. Actions funded under the Federal Aid programs must not jeopardize the continued existence of any endangered or threatened species, or result in the destruction or adverse modification of the habitat of the species.

B. Reference. Section 7 Consultation Requirements, 43 FR 870 (Jan. 4, 1978).

C. Requirements. The Regional Director must ensure that Federal Aid projects are not likely to jeopardize the continued existence of endangered or threatened species or result in the

destruction or adverse modification of critical habitat. For projects which may affect an endangered or threatened species, either beneficially or adversely, a formal Section 7 consultation is necessary. The State is required to name the listed species and/or critical habitat included; list the name, description, and location of the area; list objectives of the actions; and provide an explanation of the impacts of the actions on a listed species or its critical habitat.

1.10 National Environmental Policy Act of 1969 (42 U.S.C. 4321-4347).

A. Summary. Requires that every proposed Federal action be examined to determine the effects (beneficial or adverse) it will have on the human environment and that the findings be considered in decisions regarding its implementation.

B. References.
(1) Regulations of the Council on Environmental Quality implementing the procedural provisions of NEPA, (40 CFR 1500-1508).
(2) Departmental Manual, Environmental Quality, Part 516.
(3) Fish and Wildlife Service Manual, National Environmental Policy Act, Part 550.
(4) National Environmental Policy Act Handbook for Federal Aid Projects. The Assistant Director-Fish and Wildlife Enhancement is authorized to promulgate the National Environmental Policy Act Handbook for Federal Aid Projects.

C. Requirements. Each action proposed for Federal funding must include an Environmental Assessment (EA), Environmental Impact Statement (EIS), or show that the proposed activity is covered by one or more categorical exclusions. For specific requirements and procedures, see National Environmental Policy Act (NEPA) Handbook for Federal Aid Projects.

1.11 Floodplains and Wetlands Protection.

A. Summary. Federal Aid funds may not be used for projects affecting floodplains or wetlands unless there is no practical alternative outside the floodplain or wetland and only if actions are taken to minimize the adverse effects.

B. References.
(1) Executive Order 11988, Floodplain Management, 42 FR 26951 (May 25, 1977).
(2) Executive Order 11990, Protection of Wetlands, 42 FR 26961 (May 25, 1977).
(3) Department of Interior Procedures for Implementation, 520 DM 1.
(4) Natural Resources Protection, 613 FW.

C. Requirements. The Executive orders on floodplains and wetlands require Federal agencies to review proposed actions to ensure that there are no practical alternatives outside the floodplain or wetland, and to ensure that potential harm is minimized. If there are no practical alternatives to proposed projects in floodplains or wetlands, actions to minimize the adverse effects should be incorporated into the project plans.

1.12 Animal Welfare Act of 1985 7 U.S.C. 2131, et seq.

A. Summary. Requires the humane treatment of animals (exclusive of fish) used in research, experimentation, testing, and teaching.

B. References. Regulations of the Department of Agriculture, Animal and Plant Health Inspection Service (APHIS), 9 CFR Parts 1, 2 and 3 (54 FR 36112 (Aug. 31, 1989).

C. Requirements. Grantees who use Federal Aid funds to conduct covered management or research or who engage in interstate shipment of animals should contact the local Animal and Plant Health Inspection Service (APHIS) office for instructions. A list of the APHIS offices may be obtained from the Regional Offices.

1.13 Coastal Barriers Resources Act of 1982 (16 U.S.C. 3501), as amended by the Coastal Barrier Improvement Act of 1990 (P.L. 101-591)

A. Summary. The purpose of the Acts are "...to minimize the loss of human life, wasteful expenditure of Federal revenues and damage to fish and wildlife, and other natural resources associated with coastal barriers..."

B. References. U.S. Fish and Wildlife Service Advisory Guidelines, 48 FR 45664 (Oct. 6, 1983).

C. Requirements. Activities conducted within a unit of the Coastal Barrier Resources System must meet the requirements of section 6 of the Act. Section 6 requires consultation with the Service, via the appropriate Regional Office.

1.14 National Historic Preservation Act of 1966 16 U.S.C. 470.

A. Summary. Federal agencies may not approve any grant unless the project is in accordance with national policies relating to the preservation of historical and cultural properties and resources.

B. References.
(1) National Register of Historic Places (36 CFR 60).
(2) The Archeological and Historic Preservation Act of 1974, 16 U.S.C. 469a.
(3) Procedures for the Protection of Historic and Cultural Properties (36 CFR 800).
(4) Determinations of Eligibility for Inclusion in the National Register of Historic Places (36 CFR 63).
(5) Criteria for Comprehensive Statewide Historic Surveys and Plans (36 CFR 61).
(6) Cultural Resources Protection, 614 FW.

C. Requirements.
(1) States must consult with the State Historic Preservation Officer (SHPO) for those activities or projects that are defined as undertakings under the National Historic Preservation Act. An undertaking is defined as a project, activity, or program that can result in changes in the character or use of properties that are listed on or potentially eligible for listing on the National Register of Historic Places (National Register) and located within the project's area of potential effect. Undertakings include new and continuing projects, activities, or programs and any of their elements not previously considered under Section 106 of the National Historic Preservation Act.
(2) In cases where a Federal Aid project has been determined to be an undertaking, the State must notify the appropriate Service Regional Director for guidance on how to proceed with Section 106 compliance. Based on the results of the consultation between the State and SHPO, the Service will determine the need and level of inventory to identify historic properties that may be affected by the undertaking and to gather sufficient information to evaluate whether these properties are listed or are eligible for listing in the National Register.
(3) Where completed inventories indicate that identified historic properties may be affected by the undertaking, the State shall be responsible for submitting the necessary documentation to the appropriate Regional Director for review. As necessary, the Service shall seek

determinations of eligibility for those properties that are to be affected by the proposed activity.
(4) If a State is advised by the SHPO that an undertaking will adversely affect a property that is eligible for or listed on the National Register, the State shall ask the appropriate Regional Director to determine measures for mitigating or avoiding impacts. This may require the development of a memorandum of agreement among the Service, State, and State Historic Preservation Officer to address specific measures that will be employed to avoid or minimize adverse effects to historic properties located within the area of potential effect. Adverse effects that may diminish the character and integrity of historic properties include

(a) Physical destruction, damage, or alteration of all or part of the property;

(b) Isolation of the property from or alteration of the character of the property's setting when that character contributes to the property's qualification for the National Register of Historic Places;

(c) Introduction of visual, audible, or atmospheric elements that are out of character with the property or alter its setting;

(d) Neglect of a property resulting in its deterioration or destruction; and

(e) Transfer, lease, or sale of the historic property.

(5) If a previously unknown property that is eligible for listing on the National Register is discovered at any time during the implementation period of a Federal Aid project, the Regional Director must be notified and all actions which may adversely effect it must be suspended. The Service shall provide the State with instructions on how to proceed.

1.15 Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601)

A. Summary. Federal agencies may not approve any grant unless the grantee provides Assurances that it will comply with the Act. Prices to be paid for lands or interests in lands must be fair and reasonable (except when the price is fixed by law, or when the lands are to be acquired at public auction or by condemnation and the value determined by the court). Persons displaced from their homes, businesses, and farms must receive relocation services, compensation, and fair equitable treatment.

B. References.
(1) Department of Interior Uniform Relocation Assistance and Real Property Acquisition Regulations (41 CFR 114-50).
(2) Department of Transportation Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs (49 CFR Part 24).

C. Appraisal Requirements.
(1) A real property owner or his designated representative must be contacted prior to making an appraisal and given an opportunity to accompany the appraiser during inspection of the property. The fact that it occurred must be documented in project files and in the appraisal report.
(2) Real property must be appraised, the appraisal report reviewed, and the fair market value established prior to initiation of negotiations with the owner.
(3) If the acquisition of only part of a property will leave the owner with an uneconomic remnant, the State or other grantee must offer to buy the whole property. The term "uneconomic remnant" applies only to Title III of the Act and the necessity of the acquiring agency to offer to purchase such a remainder or the entire property. It is not to be construed with the term "uneconomic unit" as it applies to the in-lieu payment of farm operations under Title II of the Act.

Attachment C

D. Negotiation Requirements.
(1) An owner or his designated representative must be provided, in person or by certified mail, a written statement of just compensation as determined in the appraisal process. Offers of compensation cannot be less than the approved appraisal of fair market value of such property. If only a portion of the owner's property is being taken and the owner is left with an uneconomic remnant, the agency must offer to buy the whole property.
(2) Reimbursement to a real property owner for costs to convey a title must include
(a) Recording fees, transfer taxes, and similar costs;
(b) Penalty cost for prepayment of pre-existing recorded mortgage; and
(c) Pro-rata portion of real property taxes allocable to a period subsequent to the date of vesting title.
(3) All displaced persons (owners and tenants) must be provided information on their relocation benefits.

E. Relocation Assistance to Displaced People.
(1) A relocation plan must be prepared for displaced persons so that problems associated with displacement of individuals, families, businesses, farms and nonprofit organizations are known at an early stage in a project's development (see 49 CFR 24.205). Planning may involve the following
(a) Who and what will be displaced.
(b) The estimated number of dwellings, businesses, farms, and nonprofit organizations displaced, including rentals. This estimate should contain
(i) Currently available replacement housing, businesses, farm, and organization sites;
(ii) Approximate number of employees affected;
(iii) Types of buildings, number, and size of rooms;
(iv) The needs of those displaced (i.e. lifestyle); and
(v) Type of neighborhood, distance to community facilities, church, etc.
(c) List of comparable replacement dwellings, including rentals, available on the market within a 50-mile radius (specialized units may require expanding radius). When an adequate supply of comparable housing is not expected to be available, consideration of Housing of the Last Resort actions should be instituted.
(d) Estimate of cost of replacement housing by purchase and/or rental per displaced person, and consideration of special needs like the elderly or handicapped.
(e) Estimate of cost for moving.
(2) Advisory Services for Displaced People. Advisory services must be provided for all persons occupying property to be acquired and for all persons who use such real property for a business or farm operation. Eligibility requirements and corresponding benefits must be explained to all displaced persons. Assistance must be provided to persons completing claim forms, obtaining moving services, and obtaining proper housing.
(3) Payment for Relocation of Displaced Persons. Relocation expenses must be paid to a displaced person who purchases and occupies a replacement dwelling. Moving and related expenses will be provided to displaced persons residing on real property including those persons owning a business or a farm. All payments must comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.

Attachment C

1.16 Debarment and Suspension

A. Summary. Executive Order 12549, Debarment and Suspension, directs that persons debarred or suspended by one Federal agency from receiving grants may not receive grants from any Federal agency.

B. References.
(1) Executive Order 12549, Debarment and Suspension, Feb. 18, 1986.
(2) Department of Interior Rules, Governmentwide Debarment and Suspension (Nonprocurement), 43 CFR 12.100 - 12.510

C. Requirements.
(1) States and other grantees must submit the certification for Primary Covered Transactions (DI-1953). States certify as to their "principals", not the State agency. State principals are commissioners, directors, project leaders, or other persons with primary management or supervisory responsibilities, or a person who has a critical influence on or substantial control over Federal Aid projects. States may provide the certification annually. Other grantees must provide the certification with each Application for Federal Assistance.
(2) States and other grantees must obtain from their subgrantees and contractors a certification for Lower Tier Covered Transactions (DI-1954). A certification is not required for small purchase procurements, currently defined as less than $25,000. These certifications are normally provided with an application or proposal from a subgrantee or contractor.
(3) States and other grantees must not make any award, either by subgrant or contract, to any party which is debarred or suspended or is otherwise ineligible under provisions of Executive Order 12549. The U.S. General Services Administration maintains a list of parties debarred, suspended, ineligible or excluded from participation in Federal grants under the provision of the Executive order. A copy of this list is available, upon request, from the Regional Director.

1.17 Drug-Free Workplace Act of 1988.

A. Summary. The Drug-Free Workplace Act requires that all grantees certify that they will maintain a drug-free workplace.

B. References. Department of Interior Rules, Drug-Free Workplace Requirements, 43 CFR 12.600-635.

C. Requirements. Grantee organizations must
(1) Establish (and publish) a policy that informs employees that the manufacture, distribution, possession, or use of a controlled substance in the workplace is prohibited;
(2) Establish an awareness program to inform employees of the dangers of drug abuse in the workplace; and
Provide a drug-free workplace certification to the Department of Interior or U.S. Fish and Wildlife Service. The forms for providing the certification are available from the RegionalDirector. State agencies may certify annually. If the State agency is covered by a consolidated certification for all State agencies, a copy of the consolidated certification should be submitted to the Regional Director. (The original is retained by the State.) Grantees other than Stateagencies must submit the certification with each Grant Agreement.

Attachment C

1.18 Restrictions on Lobbying (P.L. 101-121)

A. Summary. Prohibits the use of Federal appropriated funds for lobbying either the executive or legislative branches of the Federal Government in connection with a specific contract, grant, loan, or cooperative agreement.

B. References. Department of the Interior Rules, 43 CFR Part 18, New Restrictions on Lobbying.

C. Requirements.

(1) Recipients of Federal grants are prohibited from using Federal appropriated funds, e.g. grants, to pay any person for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress, or an employee of a member of Congress in connection with a specific contract, grant, loan, or cooperative agreement.
(2) Proposals for grants in excess of $100,000 must contain a certification that no part of the funds requested will be used for lobbying. Copies of the certification form, Form DI-1963, can be obtained from the Regional Offices.
(3) Recipients of grants in excess of $100,000 must file a disclosure form on lobbying activities conducted with other than Federal appropriated funds. Form SF-LLL and SF-LLL-A, Continuation Sheet, shall be used for this purpose. Copies of the forms can be obtained from the Regional Office.

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Attachment D

COST REIMBURSEMENT CONTRACT PAYMENT REQUIREMENTS

Pursuant to the February, 2011 *Reference Guide for State Expenditures* published by the Department of Financial Services, invoices submitted for cost reimbursement must be itemized by expenditure category as outlined in the apporoved contract budget. Additionally, the invoice must evidence the completion of all tasks required to be performed for the deliverable and must show that the provider met the minimum performance standards established in the contract.

FWC is required to maintain the detailed supporting documentation in support of each request for cost reimbursement and to make it available for audit purposes. Documentation for each amount for which reimbursement is being claimed must indicate 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 the categories in the approved contract budget may be reimbursed. These expenditures must be allowable (pursuant to law) and directly related to the services being provided. FWC may require more detailed documentation as deemed appropriate to satisfy that the terms of the contract have been met.

Listed below are types and examples of supporting documentation:

(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.

(4) Other direct costs: Reimbursement will be made based on paid invoices/receipts.

(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.

For cost reimbursement contracts with another State agency (including State universities):

In lieu of the detailed documentation described above, alternative documentation may be submitted to substantiate the costs requested to be reimbursed. This alternative documentation may be in the form of FLAIR reports or other reports containing sufficient detail.

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Attachment E

CERTIFICATION REGARDING DEBARMENTS, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER FEDERALLY FUNDED TRANSACTIONS

Required for all contractors and subcontractors on procurement (vendor) contracts of $100,000 or more, and for all contracts and grants with sub-recipients regardless of amount, when funded by a federal grant.

1. The undersigned hereby certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. The undersigned also certifies that it and its principals:

   (a) Have not within a three-year period preceding this response been convicted of or had a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   (b) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2.(a) of this Certification; and

   (c) Have not within a three-year period preceding this certification had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this certification.

Dated this _____ day of _____, 20___.

By: _____
Authorized Signature/Contractor

Typed Name/Title

Grantee Name/Contractor Name

Street Address

Building, Suite Number

City/State/Zip Code

Area Code/Telephone Number

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INSTRUCTIONS FOR CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER FEDERALLY FUNDED TRANSACTIONS

1. By signing and submitting this form, the certifying party is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the certifying party knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Florida Fish and Wildlife Conservation Commission (FWC) or agencies with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The certifying party shall provide immediate written notice to the person to which this contract is submitted if at any time the certifying party learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this contract is submitted for assistance in obtaining a copy of those regulations.

5. The certifying party agrees by submitting this contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier contract, or other covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the FWC or agency with which this transaction originated.

6. The certifying party further agrees by executing this contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all contracts or lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (202) 501-4740 or (202) 501-4873.)

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the FWC or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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Attachment F

FL FISH AND WILDLIFE CONSERVATION COMMISSION
DIVISION OF MARINE FISHERIES MANAGEMENT
ARTIFICIAL REEF PROGRAM
CERTIFICATION OF COMPLETION

I, _____
(Printed Name and Title)

representing _____
(Name of Grantee)

do hereby certify that the artificial reef project funded by Grant Number FWC - _____ has been completed in compliance with all terms and conditions of said Grant Agreement.

_____ _____
(Signature) (Date)

Rev. 12/2013

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

March 12, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 19-20.020 Casino Beach Artificial Reef Construction Project

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 1 provides for a clarification regarding the insurance requirements listed on Page 20-24 of 24 of the solicitation.

If the installation of the reefs will occur entirely on water, using a vessel that will arrive in Florida waters from international waters seaward of Florida (Gulf of Mexico), and the vessel will depart the same way having never docked at any location within Florida waters, only then can the following changes be made to the insurance requirements:

- Workmen's Comp will not be required as it cannot be purchased for a vessel at sea. Jones Act coverage will be required as indicated on item "J" on Page 23 of 24 of the solicitation.
- United States Longshoremen and Harbors Act Coverage will not be required as it cannot be purchased for a vessel at sea. Jones Act coverage will be required as indicated on item "J" on Page 23 of 24 of the solicitation.
- The General Automobile and Business Auto Liability are not required if the acquisition of all materials and installation of the reefs will not require the operation of a motor vehicle for the duration of the project.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

JDL

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

213 South Palafox Place, 2nd Floor •Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 19-20.020 **Solicitation Name:** Casino Beach Artificial Reef Construction								
Bid Opening Time: 2:00 PM **Bid Opening Date:** 3/23/2020 **Bid Opening Location:** Office of Purchasing **Name of Bidder(s)**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Base Bid Total
David Walter d/b/a Walter Marine		Y	Y	Y	Y	Y	Y	Y	Please See Attached Bid Form
Bids Opened By:	Jeff Lovingood, Purchasing Coordinator			**Date:**	3/23/2020	**Status:**			
Bids Tabulated By:	Jeff Lovingood, Purchasing Coordinator			**Date:**	3/25/2020	UNDER REVIEW			
Bids Witnessed By:	Sherri Bonner			**Date:**	3/25/2020	**CAR Date:**		**BCC Date:**	

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:**

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: **3/26/20 9:30 AM** **Form Completed By:** **JDL/sdb**

JDL

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL*

SOLICITATION, OFFER AND PROPOSAL FORM

Submit Offers to:
Jeffrey Lovingood
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: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Request for Proposals

Casino Beach Artificial Reef Construction Project

Solicitation Number PD 19-20.020

Solicitation

MAILING DATE: November 6, 2017
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 10:00 AM CST, February 27, 2020.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CST, March 16, 2020, 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 Escambia County office of Purchasing, and will remain posted for a period of two (2) business days. Failure to file a protest in writing with 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 Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: 422-58-7980

Terms of Payment 30 days net

Delivery Date will be 90 **days after receipt of purchase order**

"Reason for No Proposal"

Vendor Name: David Walter D/B/A Walter Marine
Address: PO Box 998
City, ST. & Zip: Orange Beach, AL 36561
Phone: (251) 979-2200
Toll Free: (___)
Fax: (251) 967-2022

David Walter Owner
(Name and Title of Person Authorized to Sign Offer)

*
Signature of Person Authorized to Sign Offer
(Original Signature Required)

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 purchase 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.

**** Failure to execute this Form binding the proposer's offer shall result in the proposal being rejected as non-responsive.***

PROPOSAL FORM – PRICES ARE *PER INSTALLED* REF MODULE (MINIMUM OF 17)

REEF MODULE TYPE	PRICE *PER INSTALLED* REEF MODULE
Installed Reef Module with one attached Reef Habitat Component	$ 3100.00
Installed Reef Module with two attached Reef Habitat Components	$ 3300.00
Installed Reef Module with three attached Reef Habitat Components	$ 3500.00
Installed Reef Module with four attached Reef Habitat Components	$ 3700.00
Installed Reef Module with five attached Reef Habitat Components	$ 3900.00
Installed Reef Module with six attached Reef Habitat Components	$ 5500.00

Bid Distribution List
Sent to 56 Registrants Representing 43 Firms

PD 19-20.020
Casino Beach Artificial Reef Construction Project

DateAdded	CompanyName	EmailAddress	Subject	EventType
2/14/2020 14:38	Aftermath Disaster Recovery	rfps@aftermathdisaster.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Atkins North America	cheryl.staple@atkinsglobal.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Bolchoz Marine Advisors Inc.	mbolchoz@bmainc.co	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	CAYO LLC	bdd@cayo.us	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	COASTA;L REEF BUILDERS INC	crbi@earthlink.net	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Cobalt Intelligence	chip@cobaltintel.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Coleen Marine Inc.	comalley@coleenmarine.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Construction Journal	bids@thecj.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Divecom Services LLC	office@divecom.us	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Enterprise Pals Inc.	nazim@enterprisepals.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	envirobidnet	contact@envirobidnet.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	EXND Diving & Marine Services LLC	frank@exnddiving.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Gulf Marine Construction Inc.	pete@gulfmarine.biz	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	H. G. Harders & Son Inc	jharders@hgharders.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	H. G. Harders & Son Inc.	bcrittenden@hgharders.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Hanson Professional Services Inc.	blemieux@hanson-inc.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Hewes and Company LLC	brad@hewesandcompany.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Hondo Enterprises Inc	leeingram5190@gmail.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PD 19-20.020 Ca	deliver
3/12/2020 15:26	Kelluy Brothers Inc.	estimating@kellybros.net	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Kiewit Infrastructure South Co.	john.zelenka@kiewit.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Lil Mo Marine Services LLC	ap@lilmoservices.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	LIVE FLYER INC.	liveflyer@icloud.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Living Shoreline Solutions Inc	SBartkowski@Livingshorelinesolutions.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Loftis Marine Division Inc.	loftismarine@gmail.com	Escambia County - PD 19-20.020 Ca	deliver
3/12/2020 15:26	M. D. Thomas Construction LLC	laura@mdthomasconstruction.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	MRD Associates Inc.	jt@mrd-associates.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	National marine and diving services	justxstock@gmail.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Orion Marine Group	jvannoy@orionmarinegroup.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	PAC Comm Inc.	jmendez@paccomminc.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Pat's Pump & Blower	kfender@patspump.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Pensacola Bay Oyster Hatchery	don@mcmahonhadder.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	R H Mooore	michael@rhmooreassociates.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	RBM Contracting Services LLC	rbm.coordinator@gmail.com	Escambia County - PD 19-20.020 Ca	deliver

Bid Distribution List
Sent to 56 Registrants Representing 43 Firms

PD 19-20.020
Casino Beach Artificial Reef Construction Project

DateAdded	CompanyName	EmailAddress	Subject	EventType
2/14/2020 14:38	Reasor Building Group	matt.hall@rbg8a.com	Escambia County - PD 19-20.020 Ca	deliver
3/12/2020 15:26	Rittenhouse Consulting Service LLC	bill@wetwelder.net	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Sonar Survey Corp.	sonarsurvey@gmail.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Sonar Survey Corporation	scott@sonarsurvey.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	The Sumlin Group Llc	mikesumlin@yahoo.com	Escambia County - PD 19-20.020 Ca	deliver
3/12/2020 15:26	Underwater Engineering Services Inc.	tpeterson@uesi.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Walter Marine	reefmaker@gulftel.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Waterfront Properties Services LLC dba Gator Dredging	bret@gatordredging.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Waterfront Property Services LLC. dba Gator Dredging	c.clausen@gatordredging.com	Escambia County - PD 19-20.020 Ca	deliver
2/14/2020 14:38	Weeks Marine Inc.	bcrawford@weeksmarine.com	Escambia County - PD 19-20.020 Ca	deliver

Bid Analytics

PD 19-20.020

Viewed by 35 Firms and Downloaded by 27 Firms

Casino Beach Artificial Reef Construction Project

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
3/28/2020 14:12	Aftermath Disaster Recovery	Melanie	Corley	rfps@aftermathdisaster.com	Viewed	WOSB (Woman Owned Sr
3/28/2020 14:12	Aftermath Disaster Recovery	Melanie	Corley	rfps@aftermathdisaster.com	Downloaded	WOSB (Woman Owned Sr
2/26/2020 17:23	Andala Enterprises Inc.	John	Ralls	johnralls@rallslawfirm.com	Viewed	None
2/26/2020 17:24	Andala Enterprises Inc.	John	Ralls	johnralls@rallslawfirm.com	Downloaded	None
2/19/2020 16:14	Ballard Marine Construction	Nathan	Lake	nate.lake@ballardmc.com	Viewed	None
3/6/2020 9:52	Bluebook Network Building & Construction	Heather	Patane	hpatane@mail.thebluebook.com	Viewed	None
3/6/2020 9:52	Bluebook Network Building & Construction	Heather	Patane	hpatane@mail.thebluebook.com	Downloaded	None
2/14/2020 14:58	CAYO LLC	Blake	Dwoskin	bdd@cayo.us	Viewed	None
2/14/2020 14:54	CAYO LLC	Blake	Dwoskin	bdd@cayo.us	Downloaded	None
2/17/2020 20:23	CHIN	Chin	Marimat	eden.godinez1@gmail.com	Viewed	None
2/17/2020 20:23	CHIN	Chin	Marimat	eden.godinez1@gmail.com	Downloaded	None
3/5/2020 15:27	Construct Connect	Jared	Watkins	jared.watkins@constructconnect.com	Viewed	None
3/23/2020 8:17	ConstructConnect	Kristy	Osborn	kristy.osborn@constructconnect.com	Viewed	None
3/5/2020 15:29	ConstructConnect	Kristy	Osborn	kristy.osborn@constructconnect.com	Downloaded	None
3/26/2020 11:58	Construction Journal	Nancy	Rogers	bids@thecj.com	Viewed	None
3/26/2020 11:59	Construction Journal	Nancy	Rogers	bids@thecj.com	Downloaded	None
2/19/2020 11:17	Containers Inc	Dennis	Brown	dennis@containersinc.com	Viewed	None
2/19/2020 11:17	Containers Inc	Dennis	Brown	dennis@containersinc.com	Downloaded	None
2/28/2020 14:55	DKE Marine Services Inc	Donald	Phillips	dkemarine@cox.net	Viewed	Minority Owned
2/28/2020 14:55	DKE Marine Services Inc	Donald	Phillips	dkemarine@cox.net	Downloaded	Minority Owned
3/15/2020 22:41	Dodge Data & Analytics	Jayalakshmi	Loganathan	jayalakshmil@construction.com	Viewed	Minority Owned;VOSB (V
3/15/2020 22:41	Dodge Data & Analytics	Jayalakshmi	Loganathan	jayalakshmil@construction.com	Downloaded	Minority Owned;VOSB (V
3/12/2020 15:35	Envirobidnet.com an Entram Corp.	Cathleen	Cavanagh	catcav12@outlook.com	Viewed	None
3/12/2020 15:35	Envirobidnet.com an Entram Corp.	Cathleen	Cavanagh	catcav12@outlook.com	Downloaded	None
2/24/2020 13:10	fl research inc.	Rick	Cole	info@flresearch.com	Viewed	None
2/24/2020 13:10	fl research inc.	Rick	Cole	info@flresearch.com	Downloaded	None
2/29/2020 11:58	Florida Bid Reporting	Kila	Rus	kila@floridabid.com	Viewed	None
3/26/2020 10:59	H. G. Harders & Son Inc	Jacob	Harders	jharders@hgharders.com	Viewed	None
3/26/2020 11:04	H. G. Harders & Son Inc	Jacob	Harders	jharders@hgharders.com	Downloaded	None
2/24/2020 8:08	Hewes and Company LLC	Brad	Dale	brad@hewesandcompany.com	Viewed	None
2/20/2020 15:18	Hewes and Company LLC	Brad	Dale	brad@hewesandcompany.com	Downloaded	None
2/19/2020 9:46	HHH Construction of NWF Inc	Ricky	Herndon	hhhconstruction3@aol.com	Viewed	None
2/19/2020 9:45	HHH Construction of NWF Inc	Ricky	Herndon	hhhconstruction3@aol.com	Downloaded	None
3/9/2020 13:13	J. Miller Construction	Thomas	Dulaney	tomdulaney@jmillerconstruct.com	Viewed	None
3/9/2020 13:13	J. Miller Construction	Thomas	Dulaney	tomdulaney@jmillerconstruct.com	Downloaded	None
2/26/2020 11:45	Kelluy Brothers Inc.	Dane	Kelly	estimating@kellybros.net	Viewed	None
2/24/2020 8:47	Lil Mo Marine Services LLC	Aaron	Barrett	ap@lilmoservices.com	Viewed	None

Bid Analytics

PD 19-20.020

Viewed by 35 Firms and Downloaded by 27 Firms

Casino Beach Artificial Reef Construction Project

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
2/24/2020 8:47	Lil Mo Marine Services LLC	Aaron	Barrett	ap@lilmoservices.com	Downloaded	None
2/18/2020 16:21	LIVE FLYER INC.	JOHN	WARD	liveflyer@icloud.com	Viewed	None
2/18/2020 16:21	LIVE FLYER INC.	JOHN	WARD	liveflyer@icloud.com	Downloaded	None
2/24/2020 9:41	Loftis Marine Division Inc.	John	Loftis	loftismarine@gmail.com	Viewed	None
2/24/2020 9:42	Loftis Marine Division Inc.	John	Loftis	loftismarine@gmail.com	Downloaded	None
2/26/2020 11:34	MD Thomas Construction LLC	Laura	Thomas	laura@mdthomasconstruction.com	Viewed	WOSB (Woman Owned Sr
2/26/2020 11:34	MD Thomas Construction LLC	Laura	Thomas	laura@mdthomasconstruction.com	Downloaded	WOSB (Woman Owned Sr
3/13/2020 2:40	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	Minority Owned
2/14/2020 21:38	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Downloaded	Minority Owned
3/13/2020 19:00	onvia	source	management	sourcemanagement2@onvia.com	Viewed	None
3/13/2020 19:00	onvia	source	management	sourcemanagement2@onvia.com	Downloaded	None
2/14/2020 14:44	RBM Contracting Services LLC	Todd	Smith	rbm.coordinator@gmail.com	Viewed	WOSB (Woman Owned Sr
2/14/2020 14:44	RBM Contracting Services LLC	Todd	Smith	rbm.coordinator@gmail.com	Downloaded	WOSB (Woman Owned Sr
2/16/2020 8:56	Rittenhouse Consulting Service LLC	William	Rittenhouse	bill@wetwelder.net	Viewed	WOSB (Woman Owned Sr
2/16/2020 8:57	Rittenhouse Consulting Service LLC	William	Rittenhouse	bill@wetwelder.net	Downloaded	WOSB (Woman Owned Sr
3/12/2020 13:36	Stantec Consulting Services Inc	Carl	Ferraro	carl.ferraro@stantec.com	Viewed	None
3/12/2020 13:36	Stantec Consulting Services Inc	Carl	Ferraro	carl.ferraro@stantec.com	Downloaded	None
2/18/2020 6:46	Statewide Materials	Bill	Campbell	wcampbell@swmagg.com	Viewed	WOSB (Woman Owned Sr
3/15/2020 14:14	Touch by an Angel	Takeisha	Wind	touchbyangel20@gmail.com	Viewed	Minority Owned;WOSB (V
3/10/2020 13:34	TOWNES + architects P.A.	Ben	Townes	ben@townesplus.com	Viewed	None
3/26/2020 13:34	Underwater Engineering Services Inc.	Tina	Peterson	tpeterson@uesi.com	Viewed	None
3/27/2020 9:30	Walter Marine	David	Walter	reefmaker@gulftel.com	Viewed	VOSB (Veteran Owned Sm
3/27/2020 9:31	Walter Marine	David	Walter	reefmaker@gulftel.com	Downloaded	VOSB (Veteran Owned Sm
3/9/2020 15:14	World Ford Of Pensacola Fl	Jeff	Johnson	jjohnson@worldford.com	Viewed	None
3/9/2020 15:15	World Ford Of Pensacola Fl	Jeff	Johnson	jjohnson@worldford.com	Downloaded	None

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17611 **County Administrator's Report 12. 40.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Exercising the First of Two Possible Renewal Periods for PD 18-19.010 Collection and Disposal Services for Household Hazardous Waste
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the First of Two Possible Renewals for Collection and Disposal Services for Household Hazardous Waste - Pat Johnson, Waste Services Department Director, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the first of two possible one-year renewals, retroactive to February 7, 2020, between Escambia County, Florida and Perma-Fix of Florida, Inc., per the terms and conditions of PD 18-19.010, Collection and Disposal of Household Hazardous Waste, providing for the collection and disposal of hazardous waste materials from County households, on an as-needed basis, authorizing an annual amount of $200,000.

Vendor/Contractor	Funding	Amount	Contract Number
Perma-Fix of Florida, Inc.	Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services	$200,000	PD 18-19.010

BACKGROUND:

The Perdido Landfill operates a Household Hazardous Waste Program which receives hazardous materials from resident of Escambia County. Once received by the County, the materials are then separated by type, packaged, and manifests are created. The packaged materials are then transported by the awarded vendor to a permitted Treatment and Disposal Facility.

The legal advertisement for this Invitation to Bid was published in the Pensacola

News Journal on December 3, 2018. Bids were received from four firms on January 17, 2019. Perma-Fix of Florida, Inc., was determined to be the lowest, most responsible bidder.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Perma-Fix of Florida, Inc.	Fund 401, Solid Waste Fund; Cost Center 230306, Recycling; Object Code 53401, Other Contractual Services	$200,000	PD 18-19.010

LEGAL CONSIDERATIONS/SIGN-OFF:

The original Agreement was prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will notify the vendor of the renewal. The Waste Services Department shall continue to serve as the Contract Administrator for this project.

Attachments

Original Agreement
Vendor Approval of Renewal
Why Collect HHW

AGREEMENT FOR COLLECTION AND DISPOSAL SERVICES FOR HOUSEHOLD HAZARDOUS WASTE (PD 18-19.010)

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 Perma-Fix of Florida, Inc. (hereinafter referred to as "Contractor"), a Florida for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-3241888, and whose principal address is 8302 Dunwoody Place, Suite 250, Atlanta, GA 30350.

WITNESSETH:

WHEREAS, on or about December 18, 2018, the County issued an Invitation to Bidders (PD 18-19.010) seeking the services of a contractor to perform household hazardous waste collection and disposal services; 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. This Agreement shall commence as of the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of thirty-six (36) months. The total duration of this agreement shall not exceed the duration of three years.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's *Invitation to Bidders for Collection and Disposal Services for Household Hazardous Waste, Specification No. P.D. 18-19.010*, 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 Contractor's Bid Form, attached hereto as **Exhibit B.**

5. Purchase Orders. The County shall issue written purchase orders to the Contractor on an as-needed basis. The services 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 of work is guaranteed during the term of this agreement, and only that which is 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 quadruplicate to the following:

Clerk of the Circuit Court
Attn: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice. Payments under this agreement and interest on any late payments shall be governed by and construed in accordance with the Florida Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

7. Termination. This Agreement may be immediately terminated for cause by the County or 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.

8. 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.

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.

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 conduct 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 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 Office of Purchasing, Post Office Box 1591, Pensacola, Florida 32591 prior to commencement of any 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: Perma-Fix of Florida, Inc.
Attention: Louis Centofanti
8302 Dunwoody Place, Suite 250
Atlanta, GA 30350

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. Permits, Licenses and Taxes.

a) All permits and licenses necessary for the performance of the agreement 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 at the time the project was let for bid. If Contractor performs any work without obtaining, or contrary to, any such permits or licenses necessary for the performance of the agreement, Contractor shall bear all costs arising therefrom. Contractor shall pay all governmental charges and inspection fees necessary for the performance of the agreement.

b) 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: _____
Amy Lovoy, Acting County Administrator

BCC Approved: 2/7/2019

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 1/28/19

ATTEST:

CONTRACTOR:
PERMA-FIX OF FLORIDA, INC.

By: _____
Raymond Whittle, Vice President

Date: 1/30/19

By: _____
Corporate Secretary

(SEAL)

Witness: _____ SSM

Witness: _____ CSSS

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

COLLECTION AND DISPOSAL SERVICES FOR HOUSEHOLD HAZARDOUS WASTE
SPECIFICATION NUMBER PD 18-19.010

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, JANUARY 14, 2019
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Post Office Box 1591
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, December 18, 2019**

Board of County Commissioners
Lumon J. May, Chairman
Robert R. Bender, Vice Chairman
Jeff Bergosh
Steven Barry
Douglas B. Underhill

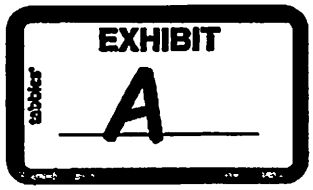
From:
Paul R. Nobles
Purchasing Manager

Assistance:
Jeffrey Lovingood
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4953
E-Mail: JDLovingood@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.



NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) **Notice:**

All bid solicitation documents shall include notice to vendors of the local preference policy.

f) **Waiver of the Application of Local Preference:**

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) **Limitations:**

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) **Penalties:**

1. **Misrepresentation:**

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. **Failure to Maintain Local Business Preference Qualifications:**

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. **Lack of Good Faith:**

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local

businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference..." See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
COLLECTION AND DISPOSAL SERVICES FOR HOUSEHOLD HAZARDOUS WASTE
SPECIFICATION PD 18-19.010

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

COLLECTION AND DISPOSAL SERVICES FOR HOUSEHOLD HAZARDOUS WASTE
PD 18-19.010

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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IMPORTANT NOTICE

THE BID FORM FOR THIS SOLICITATION IS NOW LOCATED ON THE ATTACHED EXCEL SPREADSHEET: "*PD 18-19.010 Bid Form*".

BIDDERS ARE REQUIRED TO COMPLETE THE BID FORM ON THE SPREADSHEET AND PRINT IT FOR SIGNATURE.

THE PRINTED BID FORM MUST BE SUBMITTED WITH AN ORIGINAL SIGNATURE OR THE BID WILL NOT BE ACCEPTED.

THE EXCEL SPREADSHEET MUST BE COMPLETED AND SUBMITTED VIA ELECTRONIC FORMAT (CD OR FLASH DRIVE)

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding***).
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:

- Escambia County Operational License (Hazardous Waste Removal)
- Florida Department of Environment Protection (FDEP) Hazardous Waste Removal Permit

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____, 20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

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 Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "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. Non-Conformation 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

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
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
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 judgement is from the lowest, 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 or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.010, "Collection and Disposal Services for Household Hazardous Waste", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the 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:

A. **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.

B. **Definitions**

Blackout Period means the period between the time the bids 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 cancelled.

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.

C. **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:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) 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. **Scope of Work**

Escambia County, Florida, is seeking the service of a properly licensed and insured hazardous waste transportation, storage, and disposal firm to assist the County in conducting certain activities pertaining to the collection, identification, packaging, manifesting, and transportation of materials to a permitted Transfer Storage and Disposal (TSD) facility for recycling, treatment, and disposal of household chemicals collected through regular operation of the County's Household Hazardous Waste (HHW) Facility or through Amnesty Day-type events.

The County requests that Contractors meeting the qualifications outlined in the Solicitation provide bids for costs for services indicated. The Contractor understands that the County has the exclusive right to reject any and all bidders at its sole discretion and shall be held harmless from any claims by the bidders, resulting in losses due to the County failing to award a contract. In submitting a bid to the County, the bidder agrees to the terms and conditions outlined in this Invitation to Bid.

The County does not guarantee quantities of participants, events, or waste.

A. **Services**

1) **Amnesty Day** – Implement services at a designated site within the County for the collection, identification, packaging, manifesting, shipping, and proper treatment or disposal of household chemicals. The County currectly offers five events per year, with attendance around 300-400 participants for each event.

2) **Shed Clean-Out** – Provide services to pack, manifest, ship, and properly dispose of household chemicals collected at the Perdido Landfill collection facility. The County currently requests approximately three (3) Shed Clean-Out events per year. Amounts will vary from 40-50 drums and 4-6 Gaylord Boxes/Lab Packs.

3) **Transportation and Disposal Services** – Collect bulked or lab-packed chemicals from the Perdido Landfill Household Chemical Collection Facility, manifest, and ship to the proper treatment or disposal facility to recycle, treat, or dispose of household chemicals.

B. Experience

The Contractor shall have successfully conducted a minimum of ten (10) Household Chemical Collections within the past four (4) years, and have a permitted transfer, storage, and disposal facility in the State of Florida. The events must be documented and verifiable. Also, the Contractor shall have experience responding to Hazmat emergency events.

C. Professional Image

The Contractor will demonstrate the ability to maintain a professional image. Clean, well-maintained equipment operated by uniformed Contractor employees is expected. All employees working on County property or at a County-sponsored collection event are expected to wear proper Personal Protective Equipment (PPE) when handling any chemical.

D. Licenses and Permits

1) The Contractor shall be duly licensed as required by the State of Florida to transport and dispose of hazardous waste and be in possession of valid and current United States Environmental Protection Agency (USEPA) Identification Number indicated the same. The transporter shall meet current applicable standards for transporting hazardous waste as found in Chapter 62-730 F.A.C.

2) The Contractor shall be duly licensed as required by any regional jurisdiction, such as the possession of an occupational license, or any other license or permit which may be required. The Contractor shall be required to determine if any special or specific license or permit is required for participation in activites defined in the Invitation to Bid.

3) The Contractor shall deliver household chemicals for consolidation, treatment, storage, or disposal to facilities which have obtained and maintain a permit from the USEPA and/or state or local regulatory authority to perform such activities. The Contractor shall identify in its proposal the names, addresses, USEPA Identification Number, the contact person(s), and telephone numbers of the facilities which it will utilize in properly managing the waste materials identified in the Invitation to Bid.

4) As part of its bid, the Contractor shall:

   a. Provide a list containing any and all violations, enforcement actions, fines over the amount of Five Thousand Dollars ($5,000.00), or any other infractions in which the destination facility or facilities received in the last three (3) years of operation.

   b. Disclose any instance of being denied a permit or license for the conduction of a household chemical collection event in the last three (3) years.

   c. Supply written notice to the County of any regulatory notice or

citation issued to any transporter or TSD used by the County within ten (10) days of issue.

Damages, penalties, and/or fines imposed on or incurred by the County due to the Contractor's failure to obtain and keep current any required license or permit, or failure to comply with any law, ordinance, rule, regulation, or special condition applicable to the contract, or directly or indirectly relating to or resulting from the handling, identification, packaging, labeling, transportation, or disposal of all materials handled or managed by the Contractor, shall be borne by the Contractor.

3. **Performance and Bonds**

The County **shall** require the successful offeror(s) to furnish **separate performance and payment bonds for each Purchase Order**, under pledge of adequate surety and covering up to **100% of the dollar value of the Purchase Order** 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. **Procurement Questions**

Questions shall be directed to Jeffrey Lovingood, Purchasing Specialist, at JDLovingood@myescambia.com. Last day for questions will be January 03, 2019 at 5:00 p.m. CDT.

5. **Bid Forms (Select One)**

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

6. **Pre-Solicitation Conference**

A non-mandatory Pre-Solicitation Conference will be held at the Office of Purchasing, 213 Palafox Place, Pensacola, FL, 32502, in Conference Room # 11.407, December 18, 2018 at 2:00 PM CST.

It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

7. **Compliance with Occupational Safety and Health**

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS) The MSDS shall include the following information.

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1) The potential for fire, explosion, corrosiveness and reactivity;

2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3) The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

8. **Safety Regulations**

Equipment and handling of all submitted materials shall meet all state and federal safety regulations.

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. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

11. **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.

12. 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 form(s) to the best of our knowledge. All costs shall be the responsibility of the awarded firm.

13. 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 up to two (2) additional twelve (12) month 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.

14. Pricing

All items billed 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.

15. **Price Adjustment**

The contract resulting from this Solicitation may include provisions for twelve (12) month, price adjustments. Written request for price adjustment may be made every twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract and approved by the Board of County Commissioners.

16. **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.

17. **Termination**

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded vendor shall be paid for services performed through the date of termination.

18. **Licenses, Certifications, Registrations**

The offeror shall at any time of bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the bid submission; and, the offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

19. **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.

20. **Award**

Award shall be made on an "all-or-none total" basis.

21. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

22. **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.

23. **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.)

Non-Contract Insurance Requirements

24. **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.

A. **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 worker's 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.

B. **Workers Compensation Coverage**

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. **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 $1,000,000.00 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. **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.

E. **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.

F. **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.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability 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: Jeffrey Lovingood, Purchasing Specialist
   Office of Purchasing, Room 11.101
   P.O. Box 1591
   Pensacola, FL 32591-1591
   Fax (850) 595-4806

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.

H. **Endorsements/Additional Insurance**

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's 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, nonrenewal or adverse change.

Commercial General Liability Coverage Project Aggregate

Because the commercial general liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of $1,000,000.00 is required by the County for this agreement or contract.

Pollution/Environmental Impairment Liability Coverage

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment which may arise from this agreement or contract.

25. **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.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

December 04, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.010 Collection and Disposal Services for Household Hazardous Waste

All:

Your firm recently received a Request for Letters of Interest for the above-mentioned specification.

This Addendum Number 1 provides additional bid information regarding personnel which should be filled out below and submitted with your bid along with the information requested in the solicitation and Excel spreadsheet.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Amnesty Day Event

Mobilization Cost per One-Day Event: $_____

Minimum Number of Personnel Needed:

Chemist	1
Technician	1
Worker	1
Driver	1

Shed Clean-Out Services

Mobilization Cost per One-Day Event: $_____

Minimum Number of Personnel Needed: (Include Level of Training or Education)

Chemist	1
Technician	
Worker	
Driver	1

Transportation and Disposal Services

Mobilization Cost per One-Day Event: $_____

Minimum Number of Personnel Needed: (Include Level of Training or Education)

Chemist	
Technician	
Worker	
Driver	1

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

December 11, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.010 Collection and Disposal Services for Household Hazardous Waste

All:

Your firm recently received a Request for Letters of Interest for the above-mentioned specification.

This Addendum Number 2 provides for the following revision of Special Terms and Conditions Section 2, Scope of Work, Item "B", Experience:

> The Contractor shall have successfully conducted a minimum of ten (10) Household Chemical Collections with the past four (4) years, and have a permitted transfer, storage, and disposal facility in the ~~State of Florida~~ **United States**. The events must be documented and verifiable. Also, the Contractor shall have experience responding to Hazmat emergency events.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 10, 2019

To: All Known Prospective Bidders

ADDENDUM NUMBER 3:

Re: PD 18-19.010 Collection and Disposal Services for Household Hazardous Waste

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 3 provides for the following updates:

- The Bid Opening Date is being moved from ~~January 14, 2018 at 2:00 PM CST~~, to **January 17, 2019 at 3:00 PM CST**.
- Several questions have been submitted and the responses are listed on the following pages.
- Invoices were requested for services provided by the previous vendor. Those invoices are included in the pages that follow.
- The Excel spreadsheet Bid Form – Unit Prices Tab had certain cells locked which require data from the vendor. Those cells have been unlocked and have been uploaded to Vendor Registry for download by those submitting bids. All bids must be submitted using the new Excel Spreadsheet Bid Form.

This Addendum Number 3 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

JDL

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

Answers to Questions Submitted:

Q1. Please confirm that the Amnesty Day events, Shed Clean-Outs, and Transportation and Disposal Services all utilize the same price schedule given in the Excel spreadsheet. Please indicate if there are cases where the awarded vendor is required to provide packing supplies such as drums and vermiculite (Amnesty Day/Shed Clean-Out?), and other cases where the awarded vendor is not required to provide packing supplies (transportation and disposal?).

A1. Please use the same pricing schedule for all services and bid Amnesty Day events and Shed Clean-Outs to include staff and operating supplies as needed to complete event support.

Q2. In the Invitation to Bid, frequency of service for the Amnesty Day and Shed Clean-Outs were provided. Please provide the frequency of service for the Transportation and Disposal Services.

A2. The County had six (6) Transportation and Disposal visits this last fiscal year. We do not guarantee a minimum amount of service required.

Q3. What are the operating hours for the Amnesty Day events? If they vary, please add a per-hour on-site labor line to the bid for this service.

A3. Events are from 8:00 AM through 12:00 PM (noon). The hours do not vary.

Q4. How did the most recent vendor staff the Amnesty Day events?

A4. One (1) Chemist and six (6) Techs.

Q5. Does the County provide roll-off containers or other means of management for garbage and cardboard at the Amnesty Day events?

A5. Yes.

Q6. Does the County provide any volunteers at the Amnesty Day events? If yes, how many are anticipated and what services do the provide?

A6. Yes, usually fifteen (15) minimum. These are County Officers and inmate crews providing traffic control, unloading of participants, etc.

Q7. What is the expected time on-site to complete the Shed Clean-Out?

A7. Shed Clean-Out is for Oxidizers only and typically takes two (2) hours maximum. This does not typically vary. This visit can also be coordinated with an Amnesty Day event, usually held the day before.

Q8. How did the most recent contractor staff the Shed Clean-Out events?

A8. One (1) Chemist.

Q9. How will the cost of service be evaluated? Will the unit costs be summed? Will the price schedules be compared to a standard inventory?

A9. The Base Bid amount shown on the Bid Form tab of the Excel spreadsheet is the sum of all unit prices. While the formula cannot be changed by firms, the formula can be viewed by clicking cell E103 on the Unit Pricing tab.

Q10. Please provide waste profiles for any of the line items indicated as shipping in bulk.

A10. The County will not be providing waste profiles for this solicitation.

Q11. Please confirm that all waste received by the awarded firm will be household-generated waste.

A11. The County only accepts household hazardous waste. The County does not even accept Conditionally exempted Small Quantity Generators.

Q12. Performance bonds incur a cost on an annual basis. Please confirm that item 30 will be billable annually.

A12. The County considers Performance Bonds a part of the standard cost of business for firms. The firm's bond rating is their own and the County cannot be held liable for a firm's high bond cost. Unit Pricing posted shall include all of the firm's associated costs for doing the work.

Q13. Please provide the volume of dioxins that were shipped in fiscal year 2017-2018.

A13. Zero

Q14. Please clarify the reactive pricing format on item 25. Is the County looking for per-pound pricing with container minimums?

A14. Please disregard the per-pound heading on item 25 and bid on the cost per container.

Q15. Please confirm that item 29 does not include any DEA controlled substances.

A15. The County does not accept DEA controlled substances or medications.

AGREEMENT FOR COLLECTION AND DISPOSAL SERVICES FOR HOUSEHOLD HAZARDOUS WASTE PD 15-16.031

THIS AGREEMENT is made this 19th day of May, 2016, 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 Perma-Fix of Florida, Inc. (hereinafter referred to as "Contractor"), a Florida for profit corporation authorized to conduct business in the State of Florida, whose federal identification number is 59-3241888, and whose principal address is 1940 NW 67th Place, Gainesville, FL 32653.

WITNESSETH:

WHEREAS, on March 14, 2016, the County issued an Invitation to Bidders (PD 15-16.031) seeking the services of a contractor to perform household hazardous waste collection and disposal services; 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. This Agreement shall commence as of the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of thirty-six (36) months. The total duration of this agreement shall not exceed the duration of three years.

3. Scope. Contractor agrees to perform in accordance with the terms and conditions as outlined in Escambia County's Invitation to Bidders for Collection and Disposal Services for Household Hazardous Waste, Specification No. P.D. 15-16.031, attached hereto as Exhibit "A". In the event of a conflict between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form dated March 30, 2016, attached hereto as Exhibit "B".

SOLICITATION, OFFER, AND BID FORM

Submit offers to:
Jeff Lovingood, 850-595-4953
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
or P.O. Box 1591, Pensacola, FL 32591-1591

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Collection and Disposal Services for Household Hazardous Waste

Solicitation Number PD 18-19.010

SOLICITATION

Mailing Date: December 03, 2018

Pre-Solicitation Conference: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502 at 10:00 AM CST, December 18, 2018

Offers Will Be Received Until: 2:00 PM CST, January 14, 2018, 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 Escambia 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 Escambia County Office of Purchasing. Protests will be handled according to Escambia County Purchasing Ordinance.

OFFER (shall be completed by Offeror)

Federal Employer ID Number or S.S. Number:	59-3241888
Delivery Date will be	14 days after receipt of Purchase Order
Vendor Name:	Perma-Fix of Florida, Inc.
Address:	1940 NW 67th Place
City, State, Zip:	Gainesville, FL 32653
Phone:	(352) 373-6066
Toll Free:	(800) 373-6066
Fax:	(352) 372-8963
Contact:	Glenn S. Byer

Terms of Payment
See Special Terms & Conditions Item # 9

Glenn S. Byer, SE Regional Ind Sales Exec.
Name & Title of Person Authorized to Sign Offer

* Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the bidder/proposer's offer shall result in the bid/proposal being rejected as non-responsive.***

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 purchase 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.

BID FORM

BASE BID: $11,337.50

EXHIBIT
tabbies
B

PD 18-19.010 Collection and Disposal Services for Household Hazardous Waste				
		Bidding Company Name:		
Full Amnesty Day Event:	Mobilization cost per one day event (one day = 12 hours)			
Shed Clean-Out Services:	Mobilization cost per one day event (one day = 12 hours)			
Transportation and Disposal Services:	Mobilization cost per one day event (one day = 12 hours)			

Disposal of Wastes Targeted for Collection: The Contractor proposes to charge the County the following costs for the below listed wastes targeted for collection. Also, the Contractor shall identify the disposal method for each waste using the following codes:

Method of Disposal	Code
Hazardous waste treatment	(T)
Hazardous waste landfill	(L)
Hazardous waste incineration	(I)
Fuel blending	(F)
Recycling	(R)

Description		Size of Container	Method of Disposal	Unit Cost
Bulk Container Disposal	1.) Flammable Liquid, Low Chlorine, Bulk	55 Gallon	F	$95.00
		30 Gallon	F	$75.00
		5 Gallon	F	$25.00
	2.) Flammable Liquid, High Chlorine, Bulk	55 Gallon	F	$95.00
		30 Gallon	F	$75.00
		5 Gallon	F	$25.00
	3.) Flammable Liquid, Low Chlorine, Lab-Pack	55 Gallon	F	$50.00
		30 Gallon	F	$35.00
		5 Gallon	F	$25.00
	4.) Flammable Liquid, High Chlorine, Lab-Pack	55 Gallon	F	$50.00
		30 Gallon	F	$35.00
		5 Gallon	F	$25.00
	5.) Flammable Liquid, Poison	55 Gallon	F	$50.00
		30 Gallon	F	$35.00
		5 Gallon	F	$25.00
	6.) Flammable Solids, Lab-Pack	55 Gallon	F/I	$285.00
		30 Gallon	F/I	$210.00
		5 Gallon	F/I	$75.00

Description		Size of Container	Method of Disposal	Unit Cost
	7.) Aerosol Cans	55 Gallon	F/I	$295.00
		30 Gallon	F/I	$185.00
		5 Gallon	F/I	$25.00
	8.) Hazardous Waste, Liquid or Solid, Lab-Pack	55 Gallon	I/T	$75.00
		30 Gallon	I/T	$50.00
		5 Gallon	I/T	$20.00
	9.) Poisonous Material, Liquid or Solid, Lab-Pack	55 Gallon	I	$335.00
		30 Gallon	I	$185.00
		5 Gallon	I	$35.00
	10.) Corrosive Material, Lab-Pack	55 Gallon	I/T	$65.00
		30 Gallon	I/T	$40.00
		5 Gallon	I/T	$20.00
	11.) Oxidizers, Liquid, Bulk	55 Gallon	I	$195.00
		30 Gallon	I	$125.00
		5 Gallon	I	$35.00
	12.) Oxidizers, Liquid or Solid, Lab-Pack	55 Gallon	I	$595.00
		30 Gallon	I	$325.00
		5 Gallon	I	$125.00
	13.) Pesticides or Herbicides, Liquid or Solid, Lab-Pack	55 Gallon	I	$335.00
		30 Gallon	I	$185.00
		5 Gallon	I	$35.00
	14.) Cyanides or Sulfides, Lab-Pack	55 Gallon	I	$195.00
		30 Gallon	I	$195.00
		5 Gallon	I	$195.00
	15.) Batteries, Dry Cell	55 Gallon	R	$195.00
		30 Gallon	R	$125.00
		5 Gallon	R	$45.00
	16.) Batteries, Lead Acid	55 Gallon	R	$0.00
		30 Gallon	R	$0.00
		5 Gallon	R	$0.00
	17.) Used Oil	55 Gallon	R	$75.00
		30 Gallon	R	$50.00
		5 Gallon	R	$15.00
	18.) Antifreeze, Bulk Liquid	55 Gallon	R	$85.00
		30 Gallon	R	$85.00
		5 Gallon	R	$15.00
	19.) Latex Paint, Bulk Liquid	55 Gallon	T/L	$115.00
		30 Gallon	T/L	$80.00
		5 Gallon	T/L	$15.00

Description		Size of Container	Method of Disposal	Unit Cost
	20.) PCB Liquids, Bulk	55 Gallon	R	$295.00
		30 Gallon	R	$295.00
		5 Gallon	R	$75.00
	21.) PCB's Lab Pack	55 Gallon	R	$295.00
		30 Gallon	R	$225.00
		5 Gallon	R	$195.00
	22.) Dioxin, Liquid or Solid, Lab-Pack	55 Gallon	I	$65.00
		30 Gallon	I	$40.00
		5 Gallon	I	$20.00
	23.) Non Regulated Soaps, Polishes, and Others	55 Gallon	T/L	$115.00
		30 Gallon	T/L	$80.00
		5 Gallon	T/L	$15.00
	24.) Oil Based Paint, pints/quarts	Cuyd Gaylord type box	F	$590.00
		55 Gallon	F	$185.00
		30 Gallon	F	$115.00
		5 Gallon	F	$25.00
	25.) Reactives, Solid, lbs	Cuyd Gaylord type box	I	$195.00
		55 Gallon	I	$195.00
		30 Gallon	I	$195.00
		5 Gallon	I	$195.00
	26.) Mercury, Elemental	30 Gallon	R	$0.00
		5 Gallon	R	$0.00
	27.) Mercury Containing Devices	30 Gallon	R	$495.00
		5 Gallon	R	$215.00
	28.) Other Waste not specified	Cuyd Gaylord type box	T/L/I/F/R	$402.50
		55 Gallon	T/L/I/F/R	$345.00
		30 Gallon	T/L/I/F/R	$185.00
		5 Gallon	T/L/I/F/R	$35.00
	29.) Universal Waste, Prescription Medication, liquid or solid	10 Gallon	I	$125.00
		5 Gallon	I	$95.00
	30.) Performance and Payment Bond per $1000.00		$60.00	

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

December 04, 2018

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.010 Collection and Disposal Services for Household Hazardous Waste

All:

Your firm recently received a Request for Letters of Interest for the above-mentioned specification.

This Addendum Number 1 provides additional bid information regarding personnel which should be filled out below and submitted with your bid along with the information requested in the solicitation and Excel spreadsheet.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Jeffrey Lovingood
Purchasing Specialist

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: Perma-Fix of Florida, Inc.

JDL

213 South Palafox Place, 2nd Floor •Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

Amnesty Day Event

Mobilization Cost per One-Day Event: $ 4,900.00

Minimum Number of Personnel Needed:

Chemist	1
Technician	1
Worker	1
Driver	1

Shed Clean-Out Services

Mobilization Cost per One-Day Event: $ 0.00 (No charge)

Minimum Number of Personnel Needed: (Include Level of Training or Education)

Chemist	1
Technician	
Worker	
Driver	1

Transportation and Disposal Services

Mobilization Cost per One-Day Event: $ 0.00 (No charge)

Minimum Number of Personnel Needed: (Include Level of Training or Education)

Chemist	
Technician	
Worker	
Driver	1

Jeffrey D. Lovingood

From: Mervin Dale <mdale@perma-fix.com>
Sent: Wednesday, April 15, 2020 12:53 PM
To: Jeffrey D. Lovingood
Cc: Jim E. Howes; Dwayne Singleton; sally mcquaid
Subject: [EXTERNAL]RE: [EXTERNAL]RE: [EXTERNAL]RE: PD 18-19.010 Renewal

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Mr. Lovingood,

I apologize for the delay. Ms. McQuaid asked me to reply that we will agree to keep the current pricing for this renewal. Next year we will be prepared to ask for an increase with backup. So, for this renewal, is this email sufficient to request it or will you need something more formal?

Respectfully,

Mervin Dale, P.G.
Manager Support Services
Perma-Fix of Florida, Inc.
1940 NW 67th Place
Gainesville, Florida 32653
Phone: (352) 395-1342
Fax: (352) 372-8963
Email: mdale@perma-fix.com
website: www.perma-fix.com

New Operating Hours for Customer Service:
Monday – Thursday
8 a.m. to 5 p.m.

From: Jeffrey D. Lovingood <JDLOVINGOOD@myescambia.com>
Sent: Wednesday, April 15, 2020 1:10 PM
To: mdale@perma-fix.com
Cc: Jim E. Howes <jehowes@myescambia.com>
Subject: RE: [EXTERNAL]RE: [EXTERNAL]RE: PD 18-19.010 Renewal

Mr. Dale,

I still have not yet heard from Ms. McQuaid. Our Waste Services department is looking to move forward with either a renewal with Perma-Fix or a new formal solicitation.

Since this agreement has officially expired without the renewal, the County is supposed to do a formal solicitation.

We will begin the process of writing a formal solicitation if we do not receive a response advising us of Perma-Fix's decision by close of business Friday, April 17, 2020.

Please advise.

Best regards,

Jeffrey Lovingood
Purchasing Coordinator

All vendors wishing to do business with Escambia County should sign up with our new vendor and contract management software at:
https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration

Escambia County, Florida
Board of County Commissioners
850-595-4953
http://www.myescambia.com/purchasing

From: Mervin Dale <mdale@perma-fix.com>
Sent: Friday, March 13, 2020 9:51 AM
To: Jeffrey D. Lovingood <JDLOVINGOOD@myescambia.com>
Subject: [EXTERNAL]RE: [EXTERNAL]RE: PD 18-19.010 Renewal

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Jeffrey,

Actually, my boss, Sally McQuaid, did the research. I've forwarded your info to her. She is aware of the 3/24 deadline and such, so I hope to have an answer for you next week sometime. Thanks.

Mervin

From: Jeffrey D. Lovingood <JDLOVINGOOD@myescambia.com>
Sent: Friday, March 13, 2020 10:05 AM
To: mdale@perma-fix.com
Subject: RE: [EXTERNAL]RE: PD 18-19.010 Renewal

Mr. Dale,

I just wanted to follow up with you regarding the email below. If you have any information you can provide, I would greatly appreciate it.

As of February 7, 2020, our agreement has ended. The County is hopeful to continue our agreement so to this end I need to get a renewal recommendation before our Board of County Commissioners as quickly as possible. My deadlines for getting this before the Board at their 4/2/2020 meeting is the close of business today, which means I would need your information and the department's approval before 5:00 PM. The next Board meeting is 4/14/2020 and my deadline for that meeting is 3/24/2020.

If we can get the process rolling today on the increase, it should not much matter which meeting I issue the recommendation. If, however, we cannot begin moving forward with the pricing, the County will need to re-solicit this project and start from scratch. We want to continue our relationship with Perma-Fix and see this action as a last resort.

Best regards,

Jeffrey Lovingood
Purchasing Coordinator

All vendors wishing to do business with Escambia County should sign up with our new vendor and contract management software at:
https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration

Escambia County, Florida
Board of County Commissioners
850-595-4953
http://www.myescambia.com/purchasing

From: Jeffrey D. Lovingood
Sent: Monday, March 9, 2020 4:39 PM
To: mdale@perma-fix.com
Subject: FW: [EXTERNAL]RE: PD 18-19.010 Renewal

Mr. Dale,

As noted in your email, the price increase does need to be justified. Stating "inflation" as the cause will not satisfy the Board so I would like to ask that you provide receipts or notices/statements of price increases in your operating costs that support the requested increase of 2.3%.

2.3% is a very specific number and I am betting you have done your research already. If you could please share that with me, I will get it to the department for immediate review.

Best regards,

Jeffrey Lovingood
Purchasing Coordinator

All vendors wishing to do business with Escambia County should sign up with our new vendor and contract management software at:
https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration

Escambia County, Florida
Board of County Commissioners
850-595-4953
http://www.myescambia.com/purchasing

From: Mervin Dale <mdale@perma-fix.com>
Sent: Wednesday, February 26, 2020 8:51 PM
To: Jeffrey D. Lovingood <JDLOVINGOOD@myescambia.com>
Cc: sally mcquaid <smcquaid@perma-fix.com>; Dwayne Singleton <dsingleton@perma-fix.net>
Subject: [EXTERNAL]RE: PD 18-19.010 Renewal

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Jeffrey,

Since our last contact, Glenn Byer no longer works for Perma-Fix. Dwayne Singleton has since taken over managing the account. I have copied him on this email. Please feel free to reach out to him if you require more contact information. As for the contract, yes we do wish to continue serving for another year. Also, Item 15 in the bidding portion of the contract refers to 'price adjustments' that may occur every 12 months and they must be requested in writing with justification. If this medium is appropriate, Perma-Fix would like to request a CPI increase of 2.3% to adjust for annual inflation. Please let me know if this request is acceptable; and, if any other steps must be taken before you can process it with the BOCC. Thank you.

Regards,

Mervin Dale, P.G.
Manager Support Services
Perma-Fix of Florida, Inc.
1940 NW 67th Place
Gainesville, Florida 32653
Phone: (352) 395-1342
Fax: (352) 372-8963
Email: mdale@perma-fix.com
website: www.perma-fix.com

From: Jeffrey D. Lovingood <JDLOVINGOOD@myescambia.com>
Sent: Tuesday, February 25, 2020 1:20 PM
To: gbyer@perma-fix.com
Subject: PD 18-19.010 Renewal

Glenn,

The initial one-year term for PD 18-19.010, Collection and Disposal Services for Household Hazardous Waste is expiring and I want to reach out to see if your firm wishes to continue with the first of two possible one-year renewal periods.

Please advise.

Best regards,

Jeffrey Lovingood
Purchasing Coordinator

All vendors wishing to do business with Escambia County should sign up with our new vendor and contract management software at:
https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration

Escambia County, Florida
Board of County Commissioners
850-595-4953
http://www.myescambia.com/purchasing

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.

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Why Collect Household Hazardous Waste (HHW)?

Many household products are dangerous because they exhibit one or more characteristics of ignitability, corrosivity, reactivity or toxicity. Mismanagement of these products – mixing, improper storage, disregarding label instructions or improper disposal – can be a threat to health and to the environment.

Over 90% of Florida's drinking water comes from the groundwater. In the early '80s, concern over groundwater pollution lead to our Water Quality Assurance Act, giving Florida better groundwater protection programs than any other state. HHW management was a component of that Act. Today, we have the largest infrastructure of permanent HHW collection centers and mobile collections in the country. All of our 67 counties have access to some type of HHW collection program. Florida HHW programs have been leaders in recycling batteries, fluorescent bulbs, thermostats and thermometers – a special category called Universal Wastes because they are so common and contain toxic heavy metals - and electronics.

Some people question the value of HHW collections since the programs are expensive and collect only around 1% of the HHW generated. They think that it is okay for HHW to be disposed of in our landfills where it will be contained within secure liner systems. However, most think that the following advantages of HHW collections more than compensate for these shortcomings cited by critics.

The public awareness and educational components of HHW collection programs are invaluable as they promote pollution prevention and safety with the following messages.

- Buy only what you need and use what you buy or give it to someone who can use it.
- Follow the manufacturer's directions – more is not always better.
- Tips to properly store hazardous products in order to increase their shelf life (place paper bags of ant poison or moth balls on the garage shelf in air tight plastic bags).
- Switch to less hazardous alternative products or use homemade substitutes.
- Not sure if your old bottle of Chlordane has been banned from use? Phone numbers to find out are provided.
- Consider common sense and natural pest control solutions without chemicals.
- Common sense suggestions to store chemicals properly in order to keep children and pets safe.
- Be aware that household chemicals, when commingled, can produce poisonous vapors (bleach and toilet bowl cleaner, when mixed will produce deadly chlorine gas), generate enough heat to cause burns (a cola beverage spilled on pool chlorine), or spontaneously ignite (motor oil coming in contact with pool chlorine).
- Don't reuse an empty household cleaning product container, clearly label cleaning mixtures and don't store such mixtures in old food containers.
- Don't pour HHW on the ground, down the storm drains and ask (HHW programs provide phone numbers) before you pour HHW down your drain.
- Don't burn your HHW, as carcinogens can be released and heavy metals can be vaporized and carried in the air before settling out.
- Note the locations of over 1,000 used motor oil collection centers in Florida, free to households.

- Many household products are dangerous – read the labels. For example, in order of increased toxicity, pesticides are labeled *caution, warning, or danger/poison.*

There are numerous HHWs that contain highly toxic heavy metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium or silver), dioxins and other carcinogens. Mismanagement can result in entry into the food chain and birth defects, cancer and fish and wildlife kills.

Household products that should be managed as hazardous wastes at HHW collections

1. **Pesticides, insecticides, fungicides and animal care products** – There are lots of banned and restricted pesticides residing in sheds, garages and under kitchen sinks. They can be highly toxic.
2. **Herbicides and wood preservatives** – They can contain dioxins and are toxic.
3. **Fluorescent lamps (bulbs) and other mercury containing devices** –Including switches, thermometers, thermostats and ballasts, which may also contain PCBs.
4. **Rechargeable and button batteries** – May contain nickel, cadmium, mercury or lithium.
5. **Chemistry set and photographic hobby chemicals** – Chemicals may be unstable and photo developers & fixers are corrosive.
6. **Pool chemicals and ammonium nitrate fertilizers** – Contain oxidizers that can cause an unstable reaction or explosion if mixed with other combustible substances.
7. **Paints containing lead, mercury-based fungicides, and paint products such as strippers, rust paints, stains & finishes** – These may be flammable and toxic and may contain methylene chloride, toluene, petroleum distillates, methyl ethyl ketone, xylene, chlorinated phenols and halogenated hydrocarbons.
8. **Corrosives and caustics** – Such substances as battery acid, muriatic acid, rust remover, drain cleaner and quick lime can cause severe skin damage and blindness.
9. **Flammables** – Oil based paints, mineral spirits, solvents, aerosols, fuel and automotive fluids.
10. **Any very old products** – Some of these wastes have been stored for up to 50 years and contain banned or restricted chemicals. Examples are lead arsenate, cyanide, strychnine and DDT.

Increasing the convenience of recycling and disposal of hazardous waste, or any waste for that matter, is not the target goal. Not making the waste in the first place by waste reduction, minimizing toxic constituents in products and pollution prevention is the target goal. The public awareness component associated with a HHW collection program raises the level of consciousness of citizens who care about their environment and want to do the right thing. And, environmentally aware citizens that handle their hazardous waste in an appropriate manner will insist that industry do as well.

Revised March 19, 2013

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17799 **County Administrator's Report 12. 41.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Approving the Second of Two Possible One-Year Renewal Periods Related to PD 16-17.087, Gasoline and Diesel Fuel
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Exercising the Second of Two Possible One-Year Renewal Periods Related to PD 16-17.087, Gasoline and Diesel Fuel - James Higdon, Division Manager, Public Works, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the utilization of the second of two possible one-year renewal periods provided for under Section 2 of the Agreement for PD 16-17.087, Gasoline and Diesel Fuel, with Cougar Oil, Inc., retroactive to October 1, 2019.

Vendor/Contractor	Funding	Amount	Contract Number
Cougar Oil, Inc.	Fund 175, Transportation Fund; Cost Center 210407, Fuel Distribution; Object Code 55201, Operating Supplies	$6,500,000	PD 16-17.087

NON-ADA-COMPLIANT DOCUMENTS ISSUED UNDER SEPARATE COVER:

- Fully Executed Agreement

BACKGROUND:

Invitation to Bid, PD 16-17.087, Gasoline and Diesel Fuel Delivery, was publicly noticed on September 11, 2017. The County entered into an Agreement with Cougar Oil, Inc., on April 5, 2018. Section 2 of the Agreement outlines the Term of the Agreement, which states that the first period of the Agreement will end September 30, 2018, and provides for up to two optional one-year renewal periods. The first renewal period covered from October 1, 2018 to September 30,

2019. This final renewal period will cover from October 1, 2019 to September 30, 2020.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Cougar Oil, Inc.	Fund 175, Transportation Fund; Cost Center 210407, Fuel Distribution; Object Code 55201, Operating Supplies	$6,500,000	PD 16-17.087

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, prepared the initial Agreement. The utilization of the renewal period as provided for in Section 2 of the Agreement does not require an Amendment to the Agreement.

PERSONNEL:

All work associated with this Recommendation was performed 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.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, the Office of Purchasing will communicate with the impacted department(s) as well as the firm, Cougar Oil, Inc., regarding the renewal.

Attachments

Board Award of First Renewal

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

10. Recommendation: That the Board approve the utilization of the first of two possible one-year renewal periods provided for under Section 2 of the Agreement for Gasoline and Diesel Fuel Delivery [PD16-17.057], with Cougar Oil, Inc., retroactive to October 1, 2018.

[Funding: Fund 175, Transportation Fund; Cost Center 210407, Fuel Distribution; Object Code 55201, Operating Supplies]

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Item 11, which was dropped. Items 14 and 15 were also dropped.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

11. Recommendation: That the Board take the following action regarding price increases relating to PD 16-17.074, Re-Bid Refuse and Recycling Services for Escambia County Facilities:

A. Approve and authorize the first request for an operational price increase of 2.5% [effective January, 1, 2019], to cover increases in cost to Republic Services. This is the first request for a price increase. The price increase request and operational cost increases have been reviewed and approved by Robert Dye, Interim Facilities Manager; and

B. Authorize the increase in the Recycling Tipping Fee charged by ECUA [Emerald Coast Utilities Authority], from $15/ton to $25/ton, effective May 1, 2019.

Motion: To move the balance in the affirmative **For Information:** The "balance" refers to Consent Agenda Items 1 through 13, with the exception of Item 11, which was dropped. Items 14 and 15 were also dropped.
Made by: Commissioner Underhill **Seconded by:** Commissioner Bergosh
Disposition: Carried unanimously

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-16043 **County Administrator's Report 11. 0.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/02/2019
Issue: Exercising the First of Two Possible One-Year Renewal Periods Related to PD 16-17.087
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator - Lovoy
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Exercising of the First of Two Possible One-Year Renewal Periods Related to PD 16-17.087, Gasoline and Diesel Fuel Delivery - Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the utilization of the first of two possible one-year renewal periods provided for under Section 2 of the Agreement for Gasoline and Diesel Fuel Delivery, retroactive to October 1, 2018.

[Funding: Fund 175, Transportation Fund; Cost Center 210407, Fuel Distribution; Object Code 55201, Operating Supplies]

BACKGROUND:

Invitation to Bid, PD 16-17.087, Gasoline and Diesel Fuel Delivery, was publicly noticed on September 11, 2017. The County entered into an agreement with Cougar Oil, Inc. on April 5, 2018. Section 2 of the Agreement outlines the Term of the agreement, which states that the first period of the agreement will end September 30, 2018, and provides for up to two optional one-year renewal periods. This first renewal period will cover from October 1, 2018 to September 30, 2019.

BUDGETARY IMPACT:

Fund 175, Transportation Fund; Cost Center 210407, Fuel Distribution; Object Code 55201, Operating Supplies

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Assistant County Attorney, reviewed the initial agreement. The utilization of the renewal period 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 Escambia County Board of County Commissioners has indicated that they wish to review those agreements in which the County indicates the desire to exercise a renewal period beyond the initial term of the agreement.

IMPLEMENTATION/COORDINATION:

Upon approval by the Board, the Office of Purchasing will communicate with the impacted department(s) as well as the firm, Cougar Oil, Inc. regarding the renewal.

Attachments

Agreement with Exhibits

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17695 **County Administrator's Report 12. 42.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Contract Award for Inmate Food Service & Associated Community Outreach Programs for Jail & Work Release
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Inmate Food Service and Associated Community Outreach Programs for Jail & Work Release - William R. Powell, Director of Corrections, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve and authorize the County Administrator to sign an Agreement, in excess of $50,000, between Escambia County, Florida, and Aramark Correctional Services, LLC, per the terms and conditions of PD 18-19.111, Inmate Food Service and Associated Community Outreach Programs for Jail & Work Release, for a price per meal of $0.919, effective June 1, 2020.

Solicitation PD 18-19.111, Inmate Food Service and Associated Community Outreach Programs for Jail & Work Release, was published via Vendor Registry on December 11, 2019, to 33 registrants representing 28 firms. The solicitation was viewed by 28 firms and downloaded by 17. Responses were received from three firms on January 21, 2020, and on February 27, 2020, the Selection Committee negotiated a best and final offer of $0.919 per meal.

Vendor/Contractor	Funding	Amount	Contract Number
	Fund 001, General Fund; Cost Center 290401, Detention; Object Code 53401, Other Contractual Services	$1,469,205	

Aramark Correctional Services, LLC	Fund 114, Misdemeanor Probation; Cost Center 290305, Residential Probation; Object Code 53401, Other Contractual Services	$76,479	PD 18-19.111
	Total	**$1,545,684**	

NON-ADA-COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Proposals from Aramark

BACKGROUND:

Solicitation PD 18-19.111, Inmate Food Service and Associated Community Outreach Programs for Jail & Work Release, was published via Vendor Registry on December 11, 2019, to 33 registrants representing 28 firms. The solicitation was viewed by 28 firms and downloaded by 17. Responses were received from three firms on January 21, 2020.

The Selection Committee Ranked the three submitting firms in the following order:

1. Aramark Correctional Services, LLC;
2. Summit Food Service, LLC; and
3. Trinity Services Group, Inc.

On February 27, 2020, the Selection Committee negotiated a best and final offer of $0.919 per meal.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Aramark Correctional Services, LLC	Fund 001, General Fund; Cost Center 290401, Detention; Object Code 53401, Other Contractual Services	$1,469,205	PD 18-19.111
	Fund 114, Misdemeanor Probation; Cost Center 290305, Residential Probation; Object Code 53401, Other Contractual Services	$76,479	
	Total	**$1,545,684**	

LEGAL CONSIDERATIONS/SIGN-OFF:

Agreement prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999. Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Agreement and Purchase Order. The Corrections Department will be the Contract Administrator for this Agreement.

Attachments

Solicitation with Addenda
Bid Distribution List
Register of Proposers
Final Ranking by Selection Committee
Agreement with Exhibits

ESCAMBIA COUNTY, FLORIDA

REQUEST FOR PROPOSALS

INMATE FOOD SERVICE AND ASSOCIATED COMMUNITY OUTREACH PROGRAM FOR ESCAMBIA COUNTY JAIL AND WORK RELEASE FACILITIES

SOLICITATION NUMBER PD 18-19.111

Responses will be received until 4:00 PM, CST, January 21, 2020

A non-mandatory pre-solicitation conference will be held at 1:00 PM, CST, on January 6, 2020

ESCAMBIA COUNTY OFFICE OF PURCHASING
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

Board of County Commissioners
Steven Barry, Chairman
Robert Bender, Vice-Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All request for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal Responses will be provided.

Assistance:

Jeffrey Lovingood
Purchasing Coordinator
Phone: 850-595-4953
Email: JDLovingood@myescambia.com

Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at 850-595-4684 (TTY).

Escambia County, Florida
Request for Proposals
Proposer's Checklist

INMATE FOOD SERVICE AND ASSOCIATED COMMUNITY OUTREACH PROGRAM FOR ESCAMBIA COUNTY JAIL AND WORK RELEASE FACILITIES
Solicitation Number PD 18-19.111

HOW TO SUBMIT YOUR PROPOSAL

- Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and time specified for receipt. Late proposals will be returned unopened.
- Documents submitted with Proposals are to be on the forms provided in the Request for Proposal.
- Electronic Copies – The County requests that, whenever possible, electronic documents and/or copies submitted to the County be ADA compliant.

THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:

- Proposal response – One (1) original and one (1) electronic copy.
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the "Insurance Requirements" portion of the attached Special Terms and Conditions.
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida. (Information can be obtained at http://www.sunbiz.org/search.html)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

Placed your proposal with all required submittal items in a sealed envelope, clearly marked with the solicitation number, project name, name of firm submitting the proposal, and the response due date and time for which the proposal shall be received?

THE FOLLOWING SUBMITTAL SHALL BE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Signed Agreements

HOW TO SUBMIT A "NO PROPOSAL":

If your firm does not wish to submit a proposal at this time, please remove the Proposer Solicitation, Offer, and Proposal form from the solicitation package and enter "No Proposal" in the "Reason for no Proposal" block, the firm's name, firm's address, and signature of a person authorized to sign on behalf of the firm.

INMATE FOOD SERVICE AND ASSOCIATED COMMUNITY OUTREACH PROGRAM FOR ESCAMBIA COUNTY JAIL AND WORK RELEASE FACILITIES
PD 18-19.111

REQUEST FOR PROPOSALS

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Request for Proposals

Inmate Food Service and Community Outreach

Solicitation Number PD 18-19.111

Solicitation

MAILING DATE: December 11, 2019
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held at the Escambia County Main Jail Lobby, 2935 North L Street, Pensacola, FL 32501, on January 6, 2020 at 1:00 PM CST
OFFERS WILL BE RECEIVED UNTIL: 4:00 PM, CST, January 21, 2020, 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 Escambia 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 Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:
_____

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer
_____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

_____
(Name and Title of Person Authorized to Sign Offer)

*** _____**
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the Proposer's offer shall result in the Proposal being rejected as non-responsive.***

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.

Bid Form

Proposed Cost Per Meal $_____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And, if applicable, its Federal Employer Identification Number (FEIN) is: _____

If the entity has no FEIN, include the Social Security Number of the Individual signing this

sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn and subscribed before me this _____ day of _____
20_____. Personally known _____ OR produced identification _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs One (1) through Five (5).

Check One:

_____ As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** fully comply with the above requirements.

_____
Offeror's Signature

_____
Date

Information sheet for Transactions and Conveyances Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of Corporation is it: **"**For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As Used in Florida):

_____

(Spelled Exactly as it is Registered with the State or Federal Government)

Corporate Address:
Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

Please complete this form on the following page.

Information sheet for Transactions and Conveyances Corporate Identification
(Page 2 of 2)

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ **Contact Phone:**

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

Verified By: _____ **Date:** _____

ESCAMBIA COUNTY, FLORIDA, GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid information below), by telephoning the Office of Purchasing at 850-595-4980, by Fax at 850-595-4806, or by email at purchasing@myescambia.com.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

Bid Information: See Escambia County Office of Purchasing web site at MyEscambia Web Site then click "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. Manufacturer's 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. Non-Conformation 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

The following General Terms and Conditions are incorporated by reference (continued)

22. Facilities
23. Distribution of Certification of Contract
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: Florida Sunbiz Search
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. 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 judgement is from the lowest, 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 or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.111, INMATE FOOD SERVICE AND ASSOCIATED COMMUNITY OUTREACH PROGRAM FOR ESCAMBIA COUNTY JAIL AND WORK RELEASE FACILITIES, Name of Submitting Firm, January 9, 2020 at 4:00 PM CST and Time Due.

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the 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:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, 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.

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or

Request 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 cancelled.

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.

C. 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:

1) Rejection/disqualification of submittal;

2) Termination of contract; or

3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

2. Project Narrative

The intent of this Request for Proposal (RFP) is to seek competitive proposals from qualified experienced bidders for the provision and operation of Inmate Food Service and associated Community Outreach Programs for the Escambia County Jail and Work Release Facilities. The goal of this RFP is that the selected firm will be responsible for but not limited to the management and operation of food services to include procurement, food preparation and delivery; preparation and delivery of special diets meals to include faith-based (religious, medical (therapeutic), juvenile and other diets; compliance with established food service standards and procedures and replacement and maintenance of equipment provided to the firm by the County. In addition to inmate food, Escambia County is looking for Contractors to provide a culinary arts and community outreach program to assist in the reentry and jobs placement of inmates.

3. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. The last day for questions will be January 15, 2020 at 5:00 PM CST.

4. Pre-Solicitation Conference and Walkthrough

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Main Jail Lobby, 2935 North L Street, Pensacola, FL 32501, on January 6, 2020 at 1:00 PM CST

It is strongly encouraged that all potential bidders attend this non-mandatory conference, so they can ask questions and be automatically notified of any updates prior to the Bid Opening. At this time, the Board's representative(s) will be available to answer questions

relative to this Solicitation. Any suggested modifications may be presented, in writing to, or discussed with, the Board's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Solicitation.

11. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.'

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

13. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local safety regulations and codes.

14. Drawings

New Public Records Exemptions of Building Plans Florida Statutes Chapter 119.07 www.leg.state.fl.us/statutes **(To View Full Text of this Chapter)**

Florida Statutes Chapter 119.07 has been amended as it relates to the inspection examination and duplication of certain documents pertaining to County building construction.

Section 119.07(3)(b) provides the following:

1. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency as defined in s. 119.011 are exempt from the provisions of subsection (1) and s 24 (a), Art. 1 of the State Constitution.

2. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act.

3. Information made exempt by this paragraph may be disclosed:

    a. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;

    b. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or

    c. Upon a showing of good cause before a court of competent jurisdiction.

4. The entities or persons receiving such information shall maintain the exempt status of the information.

    Therefore, all CD's and copies of CD's together with any reproductions of any of these documents shall be returned with your bid, together with a signed copy of the acknowledgement and certification letter contained in the bid form section of the solicitation.

15. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

16. 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 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 evening and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

17. Emergency Services

The contractor resulting from this solicitation includes services that are required during EMERGENCY situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night:

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

18. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

   Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an “as needed” basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon (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.

19. Price Adjustment

The contract resulting from this Solicitation may include provisions for Twelve (12) month price adjustments. Written request for price adjustment may be made every Twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

20. 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.

21. Qualification of Offerors

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

1. Experience record showing the offeror's training and experience in similar work.

2. List and brief description of similar work satisfactorily completed with location, dates of contact, names and addresses of owners.

3. List of equipment and facilities available to do the work.

4. List of personnel, by name and title, contemplated to perform this work.

Failure to submit the above requested information may be cause for rejection of your offer.

22. Licenses, Certifications, Registrations

The offeror shall at any time of proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certification, registrations and any other requirements should be provided with the proposal submission; and, the offeror shall provide follow up evidence that as the contractor they maintain such credentials throughout the period of agreement.

23. 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.

24. Award

Award shall be made on an "all-or-none total" basis.

25. 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 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.

26. 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).

Non-Contract Insurance Requirements

27. 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 level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. 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 worker's 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.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. 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 $1,000,000.00 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. 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.

E. 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.

F. 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.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability 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: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   213 Palafox Place 2nd Floor
   Pensacola, FL 32591
   Fax (850) 595-4806

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 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.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's 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, nonrenewal or adverse change.

28. 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, judgements, 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 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.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part A Summary

Part I General Information
1-1 Purpose
1-2 Objective
1-3 Issuing Officer
1-4 Contract Consideration
1-5 Rejection
1-6 Inquiries
1-7 Addenda
1-8 Schedule
1-9 Proposal Content and Signature
1-10 Negotiations
1-11 Recommended Proposal Preparation Guidelines
1-12 Prime Contract Responsibilities
1-13 Disclosures
1-14 Delays
1-15 Work Plan Control
1-16 Method of Payment

Part II Information Required from Contractors
2-1 Proposal Format and Content
2-2 Introduction
2-3 Understanding the Project
2-4 Methodology Used for the Project
2-5 Management Plan for the Project
2-6 Experience and Qualifications
2-7 Cost Proposal

Part III Criteria for Selection

Part IV Scope of Work

PART A SUMMARY

(Provide a paragraph summarizing the procurement. This may include providing as much information about the service as known when RFP is prepared, the County's goals, areas that must be delivered in a certain way, described as non-negotiable and other special rules and regulations.)

PART I GENERAL INFORMATION

1-1 INTENT

The intent of this Request for Proposal (RFP) is to seek competitive proposals from qualified experienced bidders for the provision and operation of Inmate Food Service and associated Community Outreach Programs for the Escambia County Jail and Work Release Facilities. The goal of this RFP is that the selected firm will be responsible for but not limited to the management and operation of food services to include procurement, food preparation and delivery; preparation and delivery of special diets meals to include faith-based (religious, medical (therapeutic), juvenile and other diets; compliance with established food service standards and procedures and replacement and maintenance of equipment provided to the firm by the County. In addition to inmate food, Escambia County is looking for Contractors to provide a culinary arts and community outreach program to assist in the reentry and jobs placement of inmates.

Important Notice to Contracts:

There is one kitchen that will be utilized under this contract. The kitchen is located at the Main Jail (2935 North L Street) and will be utilized to provide services to the other facilities. Construction of a new approximately 9,000 square-foot kitchen to replace the existing kitchen is underway and scheduled to be completed in July 2020. After completion of the new kitchen, the current kitchen will be vacated and will no longer be in use.

1-2 BACKGROUND

The Escambia County Corrections Department is responsible for the care, custody and control of the population housed within three residential facilities located throughout the County. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the locations, average daily populations, and housing designations related to this RFP will be as listed in the table below.

Facility Name	Facility Address	Average Daily Population (FY 2019 Oct-June)	Housing Designation
Main Jail	2935 North L Street, Pensacola, Fl 32501	950	Minimum, Medium and Maximum
Work Release (Jail Inmates)	1211 West Fairfield Drive, Pensacola, Fl 32501	310	Minimum to Medium
Work Release (Program Participants)	1211 West Fairfield Drive, Pensacola, Fl 32501	76	Minimum

Upon completion of the new facility (expected completion is April 2020), there are some anticipated adjustments to the ADP of the facilities listed above. Below are the projected headcounts once the new facility is completed.

Facility Name	Facility Address	Projected Average Daily Population (July 2020)	Housing Designation
Main Jail+ New Facility	2935 North L Street, Pensacola, Fl 32501	1,360	Minimum, Medium and Maximum
Work Release (Jail Inmates)	1211 West Fairfield Drive, Pensacola, Fl 32501	100	Minimum to Medium
Work Release (Program Participants)	1211 West Fairfield Drive, Pensacola, Fl 32501	76	Minimum

1-3 ISSUING OFFICER

The project Director shall be Janice P. Gilley, County Administrator. The liaison officer shall be Captain Shawn Hankins, Escambia County Corrections Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, Florida, 32502.

1-4 CONTRACT CONSIDERATION

After negotiation, it is expected that the contract shall be a term agreement for three years with up to two one-year renewals.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

All questions regarding this Request for Proposal shall be directed to Jeffrey Lovingood, Purchasing Coordinator, in writing via email at JDLovingood@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. Mailing (Advertisement) Date…….....December 11, 2019

B. Non-Mandatory Pre-Proposal Conference.....January 6, 2020 at 1:00 PM CST

C. Receipt of Proposals.....January 21, 2020 at 3:00 PM CST

D. Short-List Meeting.....January 28, 2020

E. Discussion/Ranking Meeting.....February 3, 2020 at 1:00 PM CST

F. First Negotiation with Top-Ranked Firm……..February 17, 2020 at 1:00 PM CST

G. 2nd Negotiation Meeting (If Necessary)…….....February 19, 2020 at 3:15 PM CST

H. Target Board Date……...…..March 19, 2020

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) copy physical copy of the proposal shall be required, with original signature, having been signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration.

One (1) electronic copy of the complete submittal shall be included (CD or flash drive is acceptable). The County requests that, whenever possible, electronic documents and/or copies submitted to the County be ADA compliant.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straightforward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in spiral binding or “GBC” type binder with all pages 8.5" x 11" format.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

The County is seeking two (2) separate proposals from each responding firm. The two proposal formats shall be described as "Proposal A" and "Proposal B," the requirements for each being outlined herein.

The County reserves the right to award a contract pursuant to this Request for Proposals utilizing the format chosen by the County at its sole discretions, without further discussion with Contractors. Therefore, it is important that each submitted proposal is complete, adheres to the dual-format requirements and instructions contained herein, and is submitted in the most favorable manner possible.

Proposing firms shall submit a separate proposal for each of the two required formats or the proposal(s) shall be deemed non-responsive. The two proposals can be delivered in the same package, the proposals just need to be bound separately. To fulfill the requirement of an electronic copy of each proposal being delivered, a single flash-drive or CD can be delivered as long as both proposals are complete when issued via a single electronic method.

Upon request, proposing firms may view the following applicable Escambia County Corrections Department General Orders by contacting Lt. Walter Jefferis (wrjefferis@myescambia.com or 850-436-9423):

A. GO 815.0 – Food Services

B. GO 806.2 – Tool Control System

C. GO 806.9 – Hazardous Material Control

The proposing firms shall comply with the Florida Model Jail Systems (FMJS) and Florida

Corrections Accreditation Commission (FCAC) standards at the time of submitting their proposal. It is the responsibility of the proposing firm to access, review, and comply with each set of standards.

2-3 "PROPOSAL A" FOOD SERVICE – LETTER OF TRANSMITTAL

Each proposal shall be accompanied by a Letter of Transmittal which, in two (2) pages or less, summarizes key points of the response to this Request for Proposals and shall be signed by an officer of the firm who is responsible for committing the firm's resources as outlined in the proposal.

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

The Letter of Transmittal shall include:

A. Full legal name of the submitting firm, including any d/b/a information.

B. Name and title of the individual with responsibility for this response and to whom matters regarding this RFP should be directed (not necessarily the same individual).

C. Mailing address, telephone number(s), and email address(es) of the firm's contacts related to this RFP.

D. A brief narrative of the firm's qualifications to provide Inmate Food Services for the County.

2-4 "PROPOSAL A" FOOD SERVICE – QUALIFICATIONS OF THE FIRM

Escambia County requires that each firm responding to this proposal identify its qualifications as related to the services required. The information provided shall specifically include:

A. Provide a brief description and history of the firm's experience in the field of Correctional Food Service. List all contracts over the past ten (10) years, services provided, year(s) in which the services were provided, average number of inmates served annually, and the name, phone number, and email address of the agency's Contract Monitor for each contract.

B. Identify all "terminated with cause" corrections food services contracts or awarded but never entered, the reason(s) for the termination or failure to enter, and the name, phone number, and email address of the contact person for each contracting agency.

C. A list of all criminal charges for violations of federal and/or state laws brought against the Contractor or any predecessor of the Contractor or any subcontractor, or any present or former director or officer of the Contractor or any subcontractor, within the last ten (10) years and the disposition of each. Proposals shall include a copy of indictments, bills of information opinions and/or judgements.

D. A list of all employee honesty bond claims and civil lawsuits settled or lost in the past two (2) years by the Contractor, any of its officers, employees, subcontractors, or governmental entities with who the Contractor has a contract, in connection with the management of any food service operation which the Contractor has operated or managed, the issues involved, and the settlement reached or judgement rendered. Proposals shall include copies of final judgement(s), settlement(s) reached, or judgement(s) rendered. Copies of final judgements and any written opinions rendered in connection with these suits shall be included.

E. Résumés of key management personnel detailing their qualifications and experience in the delivery of food services including, but not limited to, their correctional experience in the following areas:

1. Security
2. Inmate problem resolution relating to menu issues
3. Employee training
4. Institutional food service

Responses to the requirement shall not exceed three (3) pages per individual, single-spaced, with attachments as necessary, to demonstrate either award or certifications pertinent to the individual's qualifications.

F. A list of job descriptions, minimum qualifications, and salary range of all employee positions to be employed by the Contractor.

G. Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

1. Title,
2. Résumé,
3. Location(s) where work will be performed,
4. Itemize the total cost and the number of estimated hours for each individual named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question-and-answer sessions, presentations or technical clarifications, and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

2-5 "PROPOSAL A" FOOD SERVICE – TECHNICAL APPROACH

Proposals shall demonstrate an understanding of every task or service required, and each shall be clearly identified. The information presented shall be in sufficient detail to enable the County to ascertain the Contractor's understanding of the results to be accomplished and the way in which the Contractor proposes to achieve them.

A. **Contractor shall propose a tray feeding system only. No other feeding systems will be considered.**

B. Provide a minimum staffing schedule for each shift and positions being proposed. Proposals shall include a varied sample twenty-eight (28) day menu for inmate meals.

C. The menu shall be for an average diet of 2,800 calories per day and the Contractor shall state the number of meals/days that entrees and side items will not be repeated.

D. Contractor shall provide religious (faith-based), medical (therapeutic), and other special diets to the inmate population as needed. Proposals shall include sample menus.

E. Contractor shall provide a list identifying all capital and non-capital equipment anticipated to be needed in order to perform the contract that will be amortized over the initial contract period and turned over to Escambia County at the conclusion of the contract. The list shall include but not be limited to an amortization schedule, estimated cost, and projected maintenance cost of each piece of equipment.

F. Proposal shall include an emergency plan for most foreseeable emergency issues including but not limited to hurricanes or other weather-related events, loss of kitchen due to fire or flood, loss of building due to operational emergency, and the possibility of need and use of mobile kitchen facilities.

G. Proposal shall include a transition plan for transferring control of the food service facilities to the County or to another contractor upon termination of the contract. The transition plan shall be comprehensive and include timetables, responsibility of specific personnel, detailed operations concerns, etc.

2-6 "PROPOSAL A" – FOOD SERVICES FEE PROPOSAL

Contractor shall complete and submit the Fee Proposal Form herein.

The County shall pay for all food services received under the contract through the single per-meal price structure. The cost per meal shall cover all the Contractor's expenses and cost for the following:

A. All meals, including, routine tray meals, bag meals, therapeutic meals, and faith-based diet meals. The number of meals delivered will be as ordered from the Contractor by the Corrections Department Contract Monitor, or their designee, prior to each meal service period.

B. The cost for all disposable, expendable, or consumable items related to meal service. This includes items related to regular meal service preparation and/or cleanup along with the utilization of Styrofoam or other disposable goods in times of equipment malfunction.

C. The cost of extermination services to ensure no infestation within all areas of the kitchen operations and transport vehicles.

D. The cost for all other operational management needs.

2-6 "PROPOSAL B" FOOD SERVICE AND CULINARY ARTS, RE-ENTRY & COMMUNITY OUTREACH INITIATIVE – LETTER OF TRANSMITTAL

NOTE: The components of "Proposal B" are substantially similar to that of "Proposal A," with modifications being found in Paragraphs 1 & 5.

Each proposal shall be accompanied by a Letter of Transmittal which, in two (2) pages or less, summarizes key points of the response to this Request for Proposals and shall be signed by an officer of the firm who is responsible for committing the firm's resources as outlined in the proposal.

Proposers shall provide a comprehensive narrative statement that sets out the methodology

they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

The Letter of Transmittal shall include:

A. Full legal name of the submitting firm, including any d/b/a information.

B. Name and title of the individual with responsibility for this response and to whom matters regarding this RFP should be directed (not necessarily the same individual).

C. Mailing address, telephone number(s), and email address(es) of the firm's contacts related to this RFP.

D. A brief narrative of the firm's qualifications to provide Inmate Food Services and Culinary Arts, Re-Entry & Community Outreach Initiative for the County.

E. A brief narrative on the firm's approach to providing or partnering with non-profit agencies in the community to provide Culinary Arts, Re-Entry, and Community Outreach Initiative for the County.

2-7 "PROPOSAL B" FOOD SERVICE AND CULINARY ARTS, RE-ENTRY & COMMUNITY OUTREACH INITIATIVE – QUALIFICATIONS OF THE FIRM

Escambia County requires that each firm responding to this proposal identify its qualifications as related to the services required. The information provided shall specifically include:

A. Provide a brief description and history of the firm's experience in the field of Correctional Food Service. List all contracts over the past ten (10) years, services provided, year(s) in which the services were provided, average number of inmates served annually, and the name, phone number, and email address of the agency's Contract Monitor for each contract.

B. Identify all "terminated with cause" corrections food services contracts or awarded but never entered, the reason(s) for the termination or failure to enter, and the name, phone number, and email address of the contact person for each contracting agency.

C. A list of all criminal charges for violations of federal and/or state laws brought against the Contractor or any predecessor of the Contractor or any subcontractor, or any present or former director or officer of the Contractor or any subcontractor, within the last ten (10) years and the disposition of each. Proposals shall include a copy of indictments, bills of information opinions and/or judgements.

D. A list of all employee honesty bond claims and civil lawsuits settled or lost in the past two (2) years by the Contractor, any of its officers, employees, subcontractors, or governmental entities with who the Contractor has a contract, in connection with the management of any food service operation which the Contractor has operated or managed, the issues involved, and the settlement reached or judgement rendered. Proposals shall include copies of final judgement(s), settlement(s) reached, or judgement(s) rendered. Copies of final judgements and any written opinions rendered in connection with these suits shall be included.

E. Résumés of key management personnel detailing their qualifications and experience in the delivery of food services including, but not limited to, their correctional experience in the following areas:

1. Security
2. Inmate problem resolution relating to menu issues
3. Employee training
4. Institutional food service

Responses to the requirement shall not exceed three (3) pages per individual, single-spaced, with attachments as necessary, to demonstrate either award or certifications pertinent to the individual's qualifications.

F. A list of job descriptions, minimum qualifications, and salary range of all employee positions to be employed by the Contractor.

G. Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

1. Title,
2. Résumé,
3. Location(s) where work will be performed,
4. Itemize the total cost and the number of estimated hours for each individual named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question-and-answer sessions, presentations or technical clarifications, and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

2-8 "PROPOSAL B" FOOD SERVICE AND CULINARY ARTS, RE-ENTRY & COMMUNITY OUTREACH INITIATIVE – TECHNICAL APPROACH

Proposals shall demonstrate an understanding of every task or service required, and each shall be clearly identified. The information presented shall be in sufficient detail to enable the County to ascertain the Contractor's understanding of the results to be accomplished and the way in which the Contractor proposes to achieve them.

A. **Contractor shall propose a tray feeding system only. No other feeding systems will be considered.**

B. Provide a minimum staffing schedule for each shift and positions being proposed. Proposals shall include a varied sample twenty-eight (28) day menu for inmate meals.

C. The menu shall be for an average diet of 2,800 calories per day and the Contractor shall state the number of meals/days that entrees and side items will not be repeated.

D. Contractor shall provide religious (faith-based), medical (therapeutic), and other

special diets to the inmate population as needed. Proposals shall include sample menus.

E. Contractor shall provide a list identifying all capital and non-capital equipment anticipated to be needed in order to perform the contract that will be amortized over the initial contract period and turned over to Escambia County at the conclusion of the contract. The list shall include but not be limited to an amortization schedule, estimated cost, and projected maintenance cost of each piece of equipment.

F. Proposal shall include an emergency plan for most foreseeable emergency issues including but not limited to hurricanes or other weather-related events, loss of kitchen due to fire or flood, loss of building due to operational emergency, and the possibility of need and use of mobile kitchen facilities.

G. Proposal shall include a transition plan for transferring control of the food service facilities to the County or to another contractor upon termination of the contract. The transition plan shall be comprehensive and include timetables, responsibility of specific personnel, detailed operations concerns, etc.

2-9 "PROPOSAL B" FOOD SERVICE AND CULINARY ARTS, RE-ENTRY & COMMUNITY OUTREACH INITIATIVE – FOOD SERVICE FEE PROPOSAL

Contractor shall complete and submit the Fee Proposal Form herein.

The County shall pay for all food services received under the contract through the single per-meal price structure. The cost per meal shall cover all the Contractor's expenses and cost for the following:

A. All meals, including, routine tray meals, bag meals, therapeutic meals, and faith-based diet meals. The number of meals delivered will be as ordered from the Contractor by the Corrections Department Contract Monitor, or their designee, prior to each meal service period.

B. The cost for all disposable, expendable, or consumable items related to meal service. This includes items related to regular meal service preparation and/or cleanup along with the utilization of Styrofoam or other disposable goods in times of equipment malfunction.

C. The cost of extermination services to ensure no infestation within all areas of the kitchen operations and transport vehicles.

D. The cost for all other operational management needs.

2-10 "PROPOSAL B" FOOD SERVICE AND CULINARY ARTS, RE-ENTRY & COMMUNITY OUTREACH INITIATIVE – CULINARY ARTS, RE-ENTRY, COMMUNITY OUTREACH INITIATIVES

Escambia County seeks to develop programs that benefit inmates, community corrections offenders and, by extension, the community. At any given time, 89% of inmates incarcerated in Escambia County Jails list a local address upon entry to the facility. Additionally, the majority of offenders on Community Supervision reside in the local community. There is a substantial need for re-entry programs that can assist these individuals in becoming positive and contributing members of society through job training, education, and ultimately job placement.

With this in mind, in addition to providing and outstanding food service operation, Escambia County is seeking a Contractor that can also develop partnerships with one or more community agencies as well as the private sector to implement a culinary arts and re-entry

training program that will include employability skills, and will assist participants in job placement within the community. The program should be geared toward helping the released inmates and community corrections offenders obtain gainful employment, stabilize the family, and increase community engagement. In addition it is anticipated that the Contractor will employ some of the successful program participants within their organization.

Contractors shall clearly identify and demonstrate an understanding of every service required. A re-statement of tasks or mere affirmation of willingness and ability to perform the tasks will not be considered responsive. The information presented shall be in sufficient detail to enable the County to ascertain the Contractor's understanding of the outcomes to be achieved and the manner in which the Contractor proposes to accomplish them.

Classroom facilities for all initiatives may be made available at the Main Jail and the new jail facility upon completion of construction. Kitchen facilities will only be available at the Main Jail. If it is deemed appropriate at some point in the future to conduct all or a portion of the Culinary Program at the Work Release Facility, the Contractor and Escambia County may agree to do so.

The cost of the Community Outreach Programs shall be included in the Contractor's Food Services Fee proposal.

PART III CRITERIA FOR SELECTION

3-1 "PROPOSAL A" SELECTION CRITERIA

Criteria	Weight
Qualifications of Staff	25
Technical Approach	25
Fee Proposal	50
Total:	100

3-2 "PROPOSAL B" SELECTION CRITERIA

Criteria	Weight
Qualifications of Company	20
Technical Approach	5
Community Outreach Program*	25
Fee Proposal	50
Total:	100

*Community Outreach Program weighted criteria will be based on the following breakdown of the total 25 points above:

Criteria	Weight
Technical Approach	10
Capacity of Partner Agencies	5
Outcomes and Output Measurement Plan	10
Total:	25

The top ranked firm will be voted upon by the Selection Committee from short-listed firms with the top ranked firm having the highest combined score of "Proposal A" and "Proposal B."

Community Outreach Program Criteria

A. Technical Approach to Programs

1. Provide a description of the Contractor's Culinary Arts program and provide the minimum skill level/qualifications necessary for program participants. Describe classroom training and hands-on training components and include the skills to be learned. Identify specific certifications that can be obtained through the program as well as apprenticeship ad/or employment opportunities. Include length of program and capacity.

2. Provide a description of any Re-Entry training or Job Skills initiative. Provide the minimum skill level/qualifications necessary for program participants. Outline the skills to be learned, the length of the program, and program capacity.

B. Capacity of Partner Agencies

1. Identification of any partner or subcontractor that will be providing some or all of the Culinary Arts Program and/or the Re-Entry training, or Job Skills initiative. Include information on the qualifications of partner agencies to provide these training programs and their ability/capacity to meet the need.

2. Identification of community partnerships that will facilitate participant re-entry into the community and provide gainful employment. Include information on their qualifications to provide such services, their prior experience in doing so, and their ability/capacity to meet the need.

3. Any applicable special certifications or licensing possessed by partnership agencies.

C. Outcomes and Output Measurement Plan

1. Identify measurable outcomes for the Culinary Arts Program, Re-Entry Training, and Job Skills initiatives. (e.g. number of individuals trained, employed, tenure on the job, etc.)

2. Identify any other participant or community benefits resulting from partnership(s).

All expenses/fees of the selected Contractor shall be paid through the single per-meal cost and shall include all costs of the proposed Culinary Arts/Re-Entry/Community Outreach Initiative. The cost per meal shall cover all of the Contractor's expenses and costs for the following:

A. All instructors conducting both Culinary Arts and Employability Skills training.

B. All training materials used in both the Culinary Arts and Employability Skills training.

C. Any and all costs incurred by any partners as part of the Culinary Arts/Re-Entry/Community Outreach Initiative.

Contractor shall demonstrate how management will use the outcomes in program planning and improvement efforts.

3-3 ORAL PRESENTATIONS

At the County's sole discretion, oral presentations may be requested of the proposers, however, the presentation shall be **strictly limited to the Outreach Program**. If this evaluation procedure is requested by the Selection Committee, the proposers will be given a minimum advance notice of one week prior to the date and time for the oral presentation. This presentation, if requested, will occur either during the initial procurement committee evaluations (Short-List) or could be included as part of the Discussion Meeting held with Short-Listed firms.

Please note the following related to the Outreach Program Presentations (if necessary):

A. Each presenting firm will be given a maximum of twenty (20) minutes to cover the details of their program.

B. Each presentation will be followed by a maximum of fifteen (15) minutes of questions from the Selection Committee.

PART IV SCOPE OF SERVICES

4-1 INTRODUCTION

It is the County's intent to explore and pursue every possible opportunity to realize efficiencies and cost savings in the operation and management of Inmate Food Services of the Escambia County Corrections Department. The County is seeking proposals to provide all services for the inmate population of the Escambia County Main Jail and Work Release Facility, to include religious, medical and other special diets. Inmate meals include at least two (2) hot meals per day and may include no more than one (1) cold meal and cold, bagged meals for inmates who are unable to receive one or more of the hot meals that day due to work assignments or other operational issues. Meals will be delivered to the Work Release Facility at times directed by the Department so as not to interfere with security procedures.

As of July 2020, inmates will be housed in three (3) facilities including the Jail and Work Release Facilities. Two (2) facilities are located at the Main Jail Complex located at 2935 North L Street, Pensacola, Florida. The third facility is the Work Release Center, located at 1211 West Fairfield Drive, Pensacola, Florida. The average daily population for these facilities is currently 1,336 with an estimated increase to 1,536 upon completion of the new facility.

In the event of a catastrophic situation or due to operational necessity requiring relocation of the kitchen, inmate and/or staff to an off-site location, the contractor will be required to prepare and deliver food at/to the new locations as specified by the Contract Monitor or designee. Emergency staffing will be provided by the contractor to ensure coverage in any situation.

The Main Jail Complex kitchen approximates 9,000 square feet and last renovated in 1998. It is anticipated that a new kitchen will be completed in July 2020. The kitchen will have the capacity to process meals for up to 2,000 inmates at three meals per day. Once operational, this will be the only available kitchen utilized to service all locations.

4-2 DEFINITIONS

The following terms used in this RFP shall, unless the context indicates otherwise, have the meanings set forth below:

A. **Contract Monitor:** The employee or employees of the Escambia County Corrections Department designated to monitor operation of the Contractor for compliance with contract provisions and to coordinate actions and communication between the Department and the Contractor.

B. **Contractor:** The Proposer awarded the Contract to manage the food services operation.

C. **Department or ECCD:** the Escambia County Corrections Department

D. **County:** Escambia County

E. **Food Services:** means all management of activities and personnel, procurement of food and supplies and the production and delivery of meals, pursuant to the conditions of this RFP.

F. **Therapeutic Diet:** The meals authorized by the appropriate Health Services Division staff.

G. **Faith Based Diet:** The dietary restrictions associated with sincerely held faith-based beliefs.

H. **Bag Meals:** A meal consisting of two (2) sandwiches containing luncheon meat, the appropriate condiments (mustard, mayonnaise, etc.) one piece of fruit, either one (1) bag of chips (potato, corn, etc.) or one (1) wrapped cake type desert and one (1) 8 o. individually packaged fruit juice or fruit flavored drink. Inmates requiring special diets will receive suitable bag meals.

I. **Juvenile Diet:** The meal guidelines are identical for both pregnant females and all juveniles and are designed to support the growth of the fetus, as well as provide adequate intake of the mother's or juvenile's physical needs. The diet should be discontinued when pregnancy is terminated. The physician may order supplemental snacks if the patient is lactating. For juveniles the diet will continue until adult status has been reached. Additional foods will be used to increase the calorie levels. The diet includes a standard bedtime (evening) snack of milk, fresh fruit and a small sandwich. All meals should be approved by Contractor's dietician as provided for in FMJS and FCAC standards.

4-3 GENERAL DUTIES, OBLIGATIONS AND STANDARDS

Beginning on the Service Commencement Date, the Contractor shall operate the Food Service section of the Escambia County Main Jail Complex and Work Release Center in accordance with the Contract, the Operating Standards and this RFP.

4-4 TYPE OF FOOD SERVICE DELIVERY SYSTEM TO BE USED

The Contractor shall utilize a tray feeding system. No other feeding system will be authorized.

4-5 MEALS

A. The Contractor shall service inmate meals on the schedule currently in use by the facilities as follows:

1. Breakfast: Start at 0430
2. Lunch: Start at 1100
3. Dinner: Start at 1600

Note: This schedule may be modified due to the operational needs of the facilities.

B. The Contractor shall maintain a 28-day menu approved by the Contract Monitor and as required by the Operating Standards for regular inmate meals.

C. The approved menu shall maintain an average 2,800-calorie per day pork-free diet and shall be accompanied by a carton-type drink or bulk beverage. Menus will also be provided for Therapeutic and Faith-Based Diets as well as the Staff Dining area, road crew meals and bagged meals for emergency crews. The Contractor agrees to serve appropriate holiday meals (i.e. Thanksgiving, Christmas, etc.) throughout the year as mutually determined by the Escambia County Corrections Department management. The pricing for holiday meals will be the same as the agreed upon daily meal price.

D. Bagged meals shall consist of two (2) sandwiches containing luncheon meat, the appropriate condiments (mustard, mayonnaise, etc.), one (1) piece of fruit, either one (1) bag of chips (potato, corn, etc.) or one (1) wrapped cake-type dessert and one (1) 8 oz. individually packaged fruit juice or fruit flavored drink. Inmates requiring special diets will receive suitable bag meals when applicable. The bags will be labeled with the date of production and will be stored and served in a manner that prevents crushing or are otherize protected.

E. The Contractor shall have the capacity to provide approximately 52,000 bagged meals per month, to include, but not limited to, events such as:

1. Inmates bagged meals for inmates who have not been able to partake of one or more hot meals.
2. Inmates working road crews.
3. Inmates at Work Release who will carry a bagged meal to work.
4. Inmates going to court.

F. The only exceptions to the regular menu and regular bag meal menu are:

1. Therapeutic/medical diets specified by the Health Services Division of Escambia County Corrections Department and the Therapeutic Diet Manual.
2. Faith Based/Religious diets requested by the Corrections Chaplains and as defined in the Faith Based Diet Manual.
3. Participants of the Work Release Program or inmates working on Road Crews will receive both chips and dessert in their bagged meals.
4. The Contractor shall ensure that meals for juvenile offenders and pregnant females are compliant with established diet/RDA requirements for the State of Florida and appropriate regulating authorities.

5. Meals for staff working under emergency conditions will also receive both chips and a dessert with their meal.

G. The Contractor must provide a detailed plan to manage the food service operation during an emergency or major weather event such as a hurricane.

H. The plan must include at a minimum:

1. Crisis management and communication
2. Emergency Food storage inventory
3. A minimum of three (3) days' supply of food and drinkable water for both staff and inmates shall be stored on site at all times. County reserves the right to increase the food and drinking supply days up to 10 days as necessary.
4. Transportation protocol
5. Staffing protocol
6. Food preparation protocol
7. Food containment protocol (in the event coolers are non-functional or electricity is out for a period of time).

I. The menus shall be evaluated and approved annually by the Contractor's registered dietician and the Contract Monitor. Changes to the menus shall be evaluated and approved on a quarterly basis by the Contractor's registered dietician and Contract Monitor. The evaluations shall be conducted at the Contractor's sole expense.

J. Contractor must ensure that substitutions to the approved menus must be of equal nutritional quality to the item for which they are substituted.

K. Per 815.0.1.5, Inmates are to be given three wholesome, nutritious meals per day with no more than fourteen (14) hours between the evening meal and morning meals. Hot meals shall be served at least once daily. [FMJS 6.5][FCAC 21.05]

4-6 INVENTORY AND STORAGE

A. Food inventories purchased by the Contractor are the property of the Contractor and the Contractor is responsible for any loss, damage, or spoilage.

B. The Contractor shall be responsible for receiving all goods at the loading dock. The Contractor shall be responsible for the supervision of inmates receiving, unloading and storing food and related items.

C. The Contractor shall, on a weekly basis, take a physical inventory of food and supply items and that inventory shall be made available to the Contract Monitor.

D. Food storage spaces available at the current kitchen facility are:

1. Freezer 329 sq. ft.
2. Cold storage 429 sq. ft.
3. Dry storage 589 sq. ft.
4. Janitorial 40 sq. ft.

E. Food storage, preparation and designated kitchen spaces available at the new facility will be as follows:

1. Bulk Dry food storage= 1800 square feet
2. Secure food storage= 300 square feet
3. Non-food storage=200 square feet
4. Bulk Freezer=450 square feet
5. Thaw cooler=280 square feet
6. Bulk Vegetable/Dairy cooler=280 square feet
7. Vegetable/cold food preparation area=700 square feet
8. Tray Assembly area=1000 square feet
9. Cart parking=450 square feet
10. Inmate break area=100 square feet
11. Main Kitchen office=70 square feet
12. CO office=70 square feet
13. Tool closet=40 square feet
14. Storage cooler=400 square feet
15. (F)Staff toilet/locker=60 square feet
16. (M)Staff toilet/locker=60 square feet
17. Inmate toilet= 50 square feet
18. Main cooking area=1800 square feet
19. Diet area=200 square feet
20. Cook's cooler= 170 square feet
21. Secure spice cage=40 Square feet
22. Janitor's closet=40 square feet
23. Pot washing are=400 square feet
24. Chemical storage=100 square feet
25. Dishwashing area=700 square feet
26. Cart washing=100 square feet
27. Trash room=300 square feet

NOTE: Upon completion of new facility kitchen, the current kitchen facility will no longer be utilized.

4-7 DISPOSABLES/EXPENDABLES

The Contractor shall furnish all disposables and expendable items related to regular meal service. This shall include, but not be limited to:

1. All paper goods
2. All plastic goods
3. All Styrofoam goods
4. All chemicals utilized during the course of service, delivery and cleanup

5. All chemicals and expendable items utilized to maintain the cleanliness of the kitchen and surrounding areas utilized by the Contractor

6. Gloves

7. Bags and any/all other expendable items used in the Contractor's operation to include all service and delivery.

4-8 FOOD DELIVERY AND SERVICE

The Contractor is solely responsible for the delivery of food to the various facilities to include any needed equipment to ensure proper preparation, delivery and management and compliance with established food service standards.

A. The Contractor shall deliver meals to each of the facilities. Escambia County Corrections personnel will accept delivery and supervise the service of the food at the individual cells by inmate workers.

B. Food delivery carts must be easily cleanable and shall have casters/tires that will not mar the facilities floors. Damaged casters/tires will be replaced immediately, and carts will not be used until proper repairs are completed.

C. The Contractor shall ensure the delivery of food at established temperatures consistent with code and other requirements. Food items delivered "off-temperature" will be rejected and must be replaced at no cost to the County.

D. The Contractor shall monitor, document and submit to the Contract Monitor, as requested, minimum and maximum food temperatures at point of service. Hot food shall be delivered at a minimum temperature of 140* Fahrenheit and cold food shall be stored at a maximum temperature of 41* Fahrenheit with a two-hour window for necessary preparation, distribution and service.

4-9 EQUIPMENT AND FACILITIES

A. Currently owned Escambia County Corrections food service equipment shall remain the property of Escambia County. A complete inventory of existing/current equipment is attached (**Attachment A)**.

B. The Contractor will be able to use the equipment that exists in the current kitchen until the opening of the new kitchen scheduled for July 2020. If Contractor determines that additional equipment items are needed in order to operate the existing kitchen prior to the new kitchen opening, the winning Contractor will be responsible for purchasing those items.

C. Once the current kitchen closes it will no longer be used and Escambia County will determine disposition of said equipment.

D. Escambia County Corrections will equip, at no cost to the Contractor, the new kitchen with all equipment items needed to operate the facility. **However, the exception being that the Contractor will provide new serving trays upon opening of the new kitchen. It is estimated that an additional 250 trays will be needed upon completion of the new facility.**

Once the Contractor moves into the new kitchen and begins using the new equipment furnished by Escambia County, the Contractor will ensure that all necessary maintenance and warranty work on the new equipment are completed at no cost to Escambia County. All maintenance and warranty work on all equipment is the responsibility of the Contractor.

The current projected date of moving from the existing kitchen facility into the new kitchen facility is July 2020. **The Proposer shall provide a detailed transition plan for this move to include:**

1. Plan to overcome operations and transition challenges
2. Proposed Gant Chart for transitioning to the new kitchen facility
3. Detailed communications plan
4. Quality Assurance plan
5. Security plan

Note: In the event the selected firm is asked to provide input on the set up or final design of the new kitchen, Escambia County will not compensate for any staff time.

E. Once the new kitchen is operational, the Contractor becomes fully responsible for purchasing and maintaining all kitchen equipment and food services equipment for the remainder of the contract. When new equipment is needed, the Contractor shall purchase and install only new commercial and/or institutional quality equipment.

F. The Contractor shall be responsible for the replacement of all equipment that becomes unserviceable. Replacement of non-serviceable items and equipment will be coordinated through the Contract Monitor. The Contractor shall take all reasonable and prudent measures necessary to ensure that equipment is properly used and maintained.

Note: All equipment purchases shall be approved by the Escambia County Corrections Contract Monitor in writing prior to purchase.

G. Not later than seven (7) days prior to the contract start/service commencement date, the County will provide the Contractor with an up to date inventory of all equipment and a joint inventory of all equipment items will be conducted.

H. All equipment will be inventoried throughout the contract period and immediately prior to the termination of the Contract.

I. The Contractor shall ensure that all equipment turned over to Escambia County at the end of the contract period is in excellent working order.

4-10 SAFETY AND SANITATION

A. The Contractor shall be responsible for supplying all disposable cleaning supplies, including, but not limited to, chemicals, hand soaps, dishwashing detergents, paper towels, trash bags, rags, gloves, goggles, mops, mop buckets, brooms, dustpans, floor squeegees and any other supplies necessary for cleaning and sanitation not specifically listed as supplied by the County.

B. All sanitation and cleaning supplies must comply with established security requirements of Escambia County Corrections General Order 806.9 Hazardous Material Control.

C. The Contractor shall cooperate with all inspections required by all appropriate authorities and Contract Monitor.

D. The Contractor shall participate with the Department's internal Fire Safety, Sanitation and Security Inspections and respond, in accordance with Escambia County Correction Timelines, to deficiencies identified during inspections as scheduled by the Corrections Department.

E. All sanitation, janitorial, safety, cleaning duties and vermin extermination requirements are the responsibility of the contractor. This responsibility includes all food service areas, including but not limited to:

1. Kitchen and food preparation areas
2. All storage areas utilized for food services
3. Kitchen loading dock, including all the area within the secure perimeter of the loading dock
4. All sidewalks, staging areas and concrete areas attached/leading to the kitchen
5. Delivery vehicles

F. The Contractor shall submit a safety plan to Escambia County Corrections Department prior to the Service Commencement Date. The Contractor shall ensure that its safety plan complies, at a minimum, with all Escambia County Corrections Department Operating Standards.

G. The Contractor shall ensure that all hazardous materials and substances are stored and used in compliance with all Operating Standards.

H. The Contractor's transportation and/or disposal of any waste shall be in compliance with all Escambia County Corrections Department Operating Standards.

4-11 STAFFING AND SCHEDULING

The Contractor shall recognize that the Escambia County Corrections Department will provide security personnel, however, the Contractor's staff shall, at all times, abide by and be mindful of the security regulations of the Escambia County Corrections Department. The Contractor's staff are required to report any security related issues to Escambia County Corrections staff immediately.

A. The Contractor shall submit their proposed standard staffing schedule for all shifts to the Contract Monitor for review and approval prior to beginning operations. Any change to the final accepted schedule must be approved by the Contract Monitor, in writing, prior to implementation.

B. The Contractor shall establish and adhere to a minimum staffing level for each shift.

C. The Escambia County Corrections Department shall provide approximately 20 inmates on shifts A and B, and approximately 12 inmates on shift C, to the Contractor for inmate meal production. Inmate workers assigned to the Contractor shall be supervised by the Contractor for purposes of determining their suitability for continued work within the food service areas.

D. The Escambia County Corrections Department shall provide a minimum of one full time Correctional Officer for each shift. The officer's assigned working post will be in the kitchen.

E. At the Department's request, the Contractor's employees shall complete a 16-hour (or more at the discretion of Escambia County Corrections) course on security and

inmate manipulation, taught by the training unit of Escambia County Corrections Department. The Contractor's employees may be required to attend additional training as determined by Escambia County Corrections Department.

F. All Contractor's employees shall be attired in a standard uniform, supplied by the Contractor, and always maintained in a clean and neat condition. Hats with brims will be worn forward, shirts will be kept tucked into the pants. Hairnets or other approved hair restraints are required whenever in the kitchen area. Employees must always maintain proper identification and be in uniform when on jail property.

G. Food service training for inmates shall be consistent with applicable Operating Standards.

CULINARY ARTS/RE-ENTRY/COMMUNITY OUTREACH INITIATIVES SCOPE OF SERVICE

4-12 INTRODUCTION

Escambia County Corrections Department desires to develop programs that benefit inmates, community corrections offenders and the community. There is a substantial need for programs that emphasize vocational/education training opportunities, employability skills and job placement. While the Contractor has flexibility to develop programs that achieve these goals, one component of it must include culinary arts and employability skills. Partnerships with existing community agencies that have a history of success are highly encouraged. A second program component shall include a plan for job placement of successful participants. Again, partnerships with the community are highly encouraged.

4-13 SCOPE

Within thirty (30) days of contract award, the Contractor must provide a plan for design and implementation of an initiative, to Corrections Department Staff, that includes:

A. Inmate/Offender industry standard culinary training to include food handling certifications

B. Employability training to include Job Readiness/Job Placement training and job placement in the community

4-14 EXAMPLES

As part of the plan for design and implementation of program initiatives, the Contractor shall provide a description of Culinary Arts. Include skills to be learned, as well as any certifications obtained. Length of program and capacity should be included.

4-15 EMPLOYABILITY TRAINING

As part of the plan for design and implementation of program initiatives, the Contractor shall provide a description of an Employability Skills program. Include skills to be learned, as well as any certifications obtained. Length of program and capacity should be included. Include information regarding the experience, certifications or licensing and capacity of any partner agencies.

4-16 JOB PLACEMENT / RE-ENTRY / COMMUNITY OUTREACH

As part of the plan for design and implementation of program initiatives, the Contractor shall address how they intend to connect inmates with jobs and to reduce barriers for offenders and inmates seeking employment. The Contractor shall identify community partnerships, including with the private sector that will facilitate participant re-entry and provide gainful employment. The Contractor must also demonstrate an understanding of the emphasis

placed on developing collaborative partnerships with the local education, businesses, not-for-profit and/or vocational training community.

4-17 STAFFING

As part of the plan for design and implementation of program initiatives, the Contractor shall provide a description of planned staffing for Culinary Arts Training, Employability Skills Training and Job Placement, including Provider staff and staff of any Partner Agency. Resumes for each proposed staff shall be submitted with the proposal.

4-18 FACILITIES

The Escambia County Main Jail includes an approximately 900 square foot kitchen space, which includes a serving area, dry storage and walk-in cooler and freezer. Upon completion of the new facility this area will be replaced with an approximately 10,160 square foot kitchen, which will include a serving area, dry storage and walk-in cooler and freezer. In addition, there are classrooms for use in both Culinary Arts and Employability Skills training.

4-19 OUTCOMES

As part of the plan for design and implementation of program initiatives, the Contractor shall identify measurable outcomes that will be reported, such as number of individuals trained, number of successful job placements, etc. Identify any other participant or community benefits resulting from this/these partnerships.

Below are examples of possible Community Outreach initiatives that might be included as proposed outcomes. These are suggested programs and potential contacts and the County is open to proposals that are not on the list. Escambia County has not contacted any of the businesses, organizations or agencies listed and have no knowledge as to whether they are interest in participating with this program. These lists are provided for example only.

A. Partner with local vocational or technical institutes for culinary training for inmates and offenders on community supervision

B. Provide culinary arts scholarships for community offenders and inmates

C. Develop an ex-offender employment initiative with the local culinary industry

4-20 PERSONAL SECURITY AND RIGHT TO INSPECT

The following are specific conditions and rules that must be followed while providing services at any Corrections Facilities.

A. Personnel

1. All Contractor employees shall carry a valid ID at all times.

2. The Contractor shall provide a list of all employees that will be working inside any Corrections facility. A full criminal history shall be run on each employee by the Corrections Department at no cost to the Contractor. No Contractor employee will be allowed to work inside any Corrections facility if they are on active probation, home confinement, and parole or have been arrested within the last five (5) years or have been arrested for any crime involving violence, drugs, or theft. The Contractor employee list shall include:

a) Employee's full name

b) Employee's date of birth

c) Employee's race/sex

d) Employee's Social Security number

e) Employee's Driver's License number

3. Only authorized employees of the Contractor shall be allowed to work at any Corrections facility. WORK RELEASE INMATES ARE NOT AUTHORIZED TO WORK ON ANY CORRECTIONS FACILITY CONTRACT.

4. Contractor's employee shall wear their Contractor issued ID on the collar of their shirt at all times while in any Corrections facility. This ID will be issued to each Contractor employee at the Escambia County Human Resources Department and will only be given upon surrendering of a valid personal ID.

5. If an ID is lost, the Contractor's employee shall report it immediately to their escort officer.

6. In the event of an emergency, the Contractor's employee shall report it to the nearest Corrections staff member. They will contact 911.

7. The Contractor's employees shall always follow the direction of the escort officer.

8. The Contractor's employees shall not bring tobacco or tobacco products inside any Corrections facility or on top of any roof or within any Corrections facility fence line.

9. The Contractor's employees shall not bring or wear hats or sunglasses inside any Corrections facility.

10. The Contractor's employees shall not bring any cell phones inside the facility unless authorized by Corrections.

11. Contractor vehicles shall have the windows rolled up and be locked at all times and parked in only pre-authorized areas.

12. The Contractor shall ensure that during breaks, if a Contractor's employee leaves an area, all tools must be removed.

13. All Contractor tools will be inventoried going into and out of a Corrections facility. Contractor shall ensure that employees take in only what is needed to perform the services.

14. At the end of each workday, the Contractor shall ensure that all tools and debris are collected. The Contractor shall conduct an inspection of all areas to ensure all tools are accounted for and properly stored.

15. No illegal drugs or drug paraphernalia are allowed in the compound.

16. No weapons, guns or ammunition are allowed in any Corrections facility.

17. The Contractor shall ensure that no inmate interaction occurs. The Contractor's employees shall not talk to or give or receive anything from an inmate, including cigarettes.

18. The Contractor shall only use storage areas approved at the beginning of the contract, unless otherwise permitted by an authorized County representative.

19. The Contractor shall not leave clothing unattended, including hats and sunglasses.

20. The Contractor and their employees shall be subject to search upon entering or exiting the facility. The Contractor shall also make employees aware that random searches may be conducted while they are within the facility at any time.

21. Immediate verbal and written notification to the Chief of Corrections or designee and the Contract Monitor is required upon the arrest of any employee of the Contractor employed at the Facilities.

22. The Chief of Corrections or designee retains sole discretion over the decision of whether to allow any prospective employee or volunteer permission to enter the Escambia County Corrections Department's grounds or Facilities.

B. Security

1. The Contractor will comply with all security regulations, guidelines and requirements, including applicable Escambia County Corrections Department's Administrative Orders and Food Service Unit's Standard Operating Procedures regarding security issues. The senior Escambia County Corrections Officer on shift will determine whether any action taken by an employee of the Contractor constitutes a violation of security regulations serious enough to warrant immediate review.

2. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its services or performance of its operation. The contractor shall take all reasonable precautions for the safety of and will provide all reasonable protection to prevent damage, injury or loss to: employees on the job and all other persons who may be affected thereby; all property, materials and equipment under the care, custody or control of the contractor. The contractor will comply with all applicable safety rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss In any emergency affecting the safety of persons or property, the contractor will act with reasonable care and discretion, to prevent any threatened damage, injury or loss.

3. All employees of the Contractor shall conduct themselves in a professional and appropriate manner while at the Escambia County Correctional Facilities. The Chief of Corrections or designee retains sole discretion over whether to permit any individual to enter the grounds or facilities.

C. Right of Inspection

The Contractor shall permit ECCD personnel to inspect all parts of the food service areas without notice at any time, if in the sole opinion of the senior ECCD Corrections Officer on duty, security, safety or sanitation are in question. Th Contractor Monitor shall be provided access to all areas under the control of the Contractor at any time, as well as unrestricted access to all Contractors' documents pertaining to the operation of the ECCD food services sections, with or without advance notice form the Contract Monitor.

4-21 VALUE ADDED/OPTIONAL SERVICES

In addition to the required food services listed above, the Escambia County Corrections Department has an interest in the provision of staff dining upon completion of the new facility (estimated completion is July 2020). Upon completion of the new facility, the staff dining area will be located adjacent to the kitchen. As this is not currently an option for Escambia County Corrections staff members, there is no data regarding anticipated utilization. It is anticipated that staff meals be provided seven days per week to accommodate day and night shift employees.

A. The Contractor should provide a plan for the provision of staff dining meals to include the meal cost and the method proposed for collection.

B. The Contractor is to provide a proposal (with this proposal) which identifies their plan for providing staff dining during a 24-hour day. The proposal shall be for a meal of at least the quality of the inmate meals and with comparable cost.

C. Inmate workers will not be authorized for use with the preparation or service of staff meals, however, may be utilized for cleanup and scullery duties.

D. Suggested menu options can include, but are not limited to, bulk produced/served meals, A La Carte menu and/or “ready to go” menu options. Sample menus for all proposed/suggested menus should be included.

E. The employee break/dining area will consist of the following:

1. 8’ millwork with a sink
2. 580 square feet of space
3. 24 staff persons users at once
4. 120V outlets non-secure
5. 120V outlet GFI
6. Hot water
7. Cold water
8. Waste drain
9. Floor drain
10. Sprinkler heads
11. 24 stacking chairs
12. Six (6) 72”x 30” folding tables
13. Large waste receptacle
14. Recycle waste receptacle
15. Microwave

NOTE: There is space for a serving line to be installed, however it is not on the current FF&E list for the new facility. A serving line can be installed at Contractor’s expense.

Bid Distribution List

PD 18-19.111

Escambia County Inmate Food Service and Associated Community Outreach Programs for Jail and Work Release Facilities

DateAdded	CompanyName	EmailAddress	Subject	EventType
12/11/2019 13:44	Acorn Food	info@acornfood.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Aramark Correctional Services LLC	molinets-kathy@aramark.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Beltline Dwellings LLC	aedinquinn@gmail.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Buffalo Rock	rick.aldridge@buffalorock.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	CPS HR Consulting	rfpcentral@cpshr.us	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Eagle Food Services Inc.	ctinney.eaglefoodservices@gmail.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Eagle Food Services Inc.	Eaglefoodservices@comcast.net	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Enterprise Pals Inc.	nazim@enterprisepals.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	envirobidnet	contact@envirobidnet.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	FanFood	carson@fanfoodapp.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	FanFood	drake@fanfoodapp.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Five Star Correctional	info@fivestarcorrectional.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	FL Bureau of Business Enterprise	gregory.coon@dbs.fldoe.org	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Global Personnel Solutions	rkelly@gapersonnel.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Global Personnel Solutions	syoung@gapersonnel.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Kellwell Food Management	cdavis@kellwell.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	L. Pugh & Associates Inc	jlarson@lpugh.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Lone Star Kitchens	lonestarkitchenspcola@gmail.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Parallel Employment Education Division	mcochran@parallel-ed.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Quasius Investment Corp. d/b/a GCA	amy.kessler@gca.net	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Quasius Investment Corp. d/b/a GCA	durema.keefe@gca.net	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	RC Tech Inc.	adamonis2007@comcast.net	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	RC Tech Inc.	robert_childers@bellsouth.net	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Reinhart Foodservice	Dcmurray@rfsdelivers.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Reinhart Foodservice	jarodriguez@rfsdelivers.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Summit Food Service	sales@summitfoodservice.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:45	Taher Inc.	n.eder@taher.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Team Synergy LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	The Nutrition Group	lcallison@thenutritiongroup.biz	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Tiger Commisary	tigersupport@tigercommissary.com	Escambia County - PD 18-19.111	RF deliver
12/11/2019 13:44	Trinity Services Group	christina.muro@trinityservicesgroup.com	Escambia County - PD 18-19.111	RF deliver

33 Registrants Representing 28 Firms

REGISTER OF PROPOSERS

Solicitation # PD 18-19.111 Escambia County Inmate Food Service and Associated Community Outreach Programs for Jail and Work Release Facilities

RFP Due Date & Time: January 28, 2019 @ 4:00 p.m. CDT

COMPANY NAME	PHONE NUMBER	EMAIL ADDRESS	CONTACT PERSON
Summit Food Service	832-917-7499	Brad.chandler@summitfoodservice.com	Brad Chandler
Trinity Services Group	727-772-3556	Christina.muro-schenk@trinityservicesgroup.com	Christina Muro-Schenk
Aramark	904-703-2274	Harless-Derek@Aramark.com	Derek Harless
Submittals Received By:	Jeffrey Lovingood, Purchasing Coordinator		Date: January 28, 2020
Witnessed By:	Sherri Bonner, Purchasing Associate		Date: January 20, 2020

Posted 01/31/2020 @ 2:00p.m. CST

JDL

Solicitation: PD 18-19.111 Escambia County Inmate Food Service and Associated Community Outreach Programs for Jail and Work Release Facilities

Committee Evaluation	Aramark	Summit	Trinity
Individual Committee Member Scores			
Capt. Hankins	186	136	157
Lt. Jeffrey Clark	143	176	157
Lt. Walter Jefferis	112	200	154
Lt. Halie Reid	185	145	147
Lt. Dustin Parazine	162	145	143
Total	788	802	758
Individual Committee Member Ranking Based on Scores			
Capt. Hankins	1	3	2
Lt. Jeffrey Clark	3	1	2
Lt. Walter Jefferis	3	1	2
Lt. Halie Reid	1	3	2
Lt. Dustin Parazine	1	2	3
Total	9	10	11
Final Ranking	1	2	3

PD 18-19.111
Escambia County Inmate Food Service and Associated Community Outreach Programs for Jail and Work Release Facilities

Capt. Hankins

Category	1	2	3	4	5	Aramark 1-5 Score	Aramark Weighted Score	Maximum Score Possible	Summit 1-5 Score	Summit Weighted Score	Maximum Score Possible	Trinity 1-5 Score	Trinity Weighted Score	Maximum Score Possible
Proposal "A": Qualifications of Staff	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	25	25	4	20	25	4	20	25
Proposal "A": Technical Approach	Firm's understanding of the project objective and approach are wholly unacceptable for the organization's needs.	Most of the firm's understanding of the project objective and approach are unacceptable for the organization's needs.	Tthe firm's understanding of the project objective and approach mostly meets the organization's needs.	The firm's understanding of the project objective and approach nearly meets all of the organization's needs.	The firm's understanding of the project objective and approach unconditionally meets the organization's needs.	4	20	25	4	20	25	3	15	25
Proposal "A": Fee Proposal	Firm was unable to show that they are most suited to provide the best project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are somewhat suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are reasonably suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are best suited to provide the project outcomes at a price that is most advantageous to the County.	5	50	50	3	30	50	4	40	50
Proposal "B": Qualifications of Firm	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	16	20	4	16	20	4	16	20
Proposal "B": Technical Approach	Firm's understanding of the project objective and approach are wholly unacceptable for the organization's needs.	Most of the firm's understanding of the project objective and approach are unacceptable for the organization's needs.	The firm's understanding of the project objective and approach mostly meets the organization's needs.	The firm's understanding of the project objective and approach nearly meets all of the organization's needs.	The firm's understanding of the project objective and approach unconditionally meets the organization's needs.	4	4	5	3	3	5	4	4	5
Proposal "B": Fee Proposal	Firm was unable to show that they are most suited to provide the best project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are somewhat suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are reasonably suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are best suited to provide the project outcomes at a price that is most advantageous to the County.	5	50	50	3	30	50	4	40	50
Proposal "B" Community Outreach Program: Technical Approach	Firm's understanding of the project objective and approach are wholly unacceptable for the organization's needs.	Most of the firm's understanding of the project objective and approach are unacceptable for the organization's needs.	Tthe firm's understanding of the project objective and approach mostly meets the organization's needs.	The firm's understanding of the project objective and approach nearly meets all of the organization's needs.	The firm's understanding of the project objective and approach unconditionally meets the organization's needs.	5	10	10	4	8	10	5	10	10
Proposal "B" Community Outreach Program: Capacity of Partner Agency(s)	Firm's current workload as compared to capacity is unacceptable for the organizations needs.	Significant portion(s) of the firm's current workload as compared to capacity is unacceptable for the organizations needs.	Firm's current workload as compared to capacity mostly meets the organization's needs.	Firm's current workload as compared to capacity nearly meets all of the organization's needs.	Firm's current workload as compared to capacity is unconditionally acceptable for the organization's needs.	5	5	5	3	3	5	4	4	5
Proposal "B" Community Outreach Program: Outcomes and Output Measurement Plan	The Firm's Outcomes and Output Measurement Plan response represents an unacceptably low understanding of the work to be performed.	The Firm's Outcomes and Output Measurement Plan response represents a low understanding of the work to be performed.	The Firm's Outcomes and Output Measurement Plan response represents a fair understanding of the work to be performed.	The Firm's Outcomes and Output Measurement Plan response represents a good understanding of the work to be performed.	The Firm's Outcomes and Output Measurement Plan response represents an outstanding understanding of the work to be performed.	3	6	10	3	6	10	4	8	10
						Total	186		Total	136		Total	157	

PD 18-19.111
Escambia County Inmate Food Service and Associated Community Outreach Programs for Jail and Work Release Facilities

Lt. Jeffrey Clark

Category	1	2	3	4	5	Aramark 1-5 Score	Aramark Weighted Score	Maximum Score Possible	Summit 1-5 Score	Summit Weighted Score	Maximum Score Possible	Trinity 1-5 Score	Trinity Weighted Score	Maximum Score Possible
Proposal "A": Qualifications of Staff	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	20	25	5	25	25	4	20	25
Proposal "A": Technical Approach	Firm's understanding of the project objective and approach are wholly unacceptable for the organization's needs.	Most of the firm's understanding of the project objective and approach are unacceptable for the organization's needs.	Tthe firm's understanding of the project objective and approach mostly meets the organization's needs.	The firm's understanding of the project objective and approach nearly meets all of the organization's needs.	The firm's understanding of the project objective and approach unconditionally meets the organization's needs.	3	15	25	5	25	25	4	20	25
Proposal "A": Fee Proposal	Firm was unable to show that they are most suited to provide the best project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are somewhat suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are reasonably suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are best suited to provide the project outcomes at a price that is most advantageous to the County.	4	40	50	4	40	50	4	40	50
Proposal "B": Qualifications of Firm	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	16	20	5	20	20	5	20	20
Proposal "B": Technical Approach	Firm's understanding of the project objective and approach are wholly unacceptable for the organization's needs.	Most of the firm's understanding of the project objective and approach are unacceptable for the organization's needs.	The firm's understanding of the project objective and approach mostly meets the organization's needs.	The firm's understanding of the project objective and approach nearly meets all of the organization's needs.	The firm's understanding of the project objective and approach unconditionally meets the organization's needs.	3	3	5	4	4	5	5	5	5
Proposal "B": Fee Proposal	Firm was unable to show that they are most suited to provide the best project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are somewhat suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are reasonably suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are best suited to provide the project outcomes at a price that is most advantageous to the County.	3	30	50	4	40	50	3	30	50
Proposal "B" Community Outreach Program: Technical Approach	Firm's understanding of the project objective and approach are wholly unacceptable for the organization's needs.	Most of the firm's understanding of the project objective and approach are unacceptable for the organization's needs.	Tthe firm's understanding of the project objective and approach mostly meets the organization's needs.	The firm's understanding of the project objective and approach nearly meets all of the organization's needs.	The firm's understanding of the project objective and approach unconditionally meets the organization's needs.	4	8	10	5	10	10	5	10	10
Proposal "B" Community Outreach Program: Capacity of Partner Agency(s)	Firm's current workload as compared to capacity is unacceptable for the organizations needs.	Significant portion(s) of the firm's current workload as compared to capacity is unacceptable for the organizations needs.	Firm's current workload as compared to capacity mostly meets the organization's needs.	Firm's current workload as compared to capacity nearly meets all of the organization's needs.	Firm's current workload as compared to capacity is unconditionally acceptable for the organization's needs.	3	3	5	4	4	5	4	4	5
Proposal "B" Community Outreach Program: Outcomes and Output Measurement Plan	The Firm's Outcomes and Output Measurement Plan response represents an unacceptably low understanding of the work to be performed.	The Firm's Outcomes and Output Measurement Plan response represents a low understanding of the work to be performed.	The Firm's Outcomes and Output Measurement Plan response represents a fair understanding of the work to be performed.	The Firm's Outcomes and Output Measurement Plan response represents a good understanding of the work to be performed.	The Firm's Outcomes and Output Measurement Plan response represents an outstanding understanding of the work to be performed.	4	8	10	4	8	10	4	8	10
						Total	143		Total	176		Total	157	

PD 18-19.111
Escambia County Inmate Food Service and Associated Community Outreach Programs for Jail and Work Release Facilities

Lt. Walter Jefferis

Category	1	2	3	4	5	Aramark 1-5 Score	Aramark Weighted Score	Maximum Score Possible	Summit 1-5 Score	Summit Weighted Score	Maximum Score Possible	Trinity 1-5 Score	Trinity Weighted Score	Maximum Score Possible
Proposal "A": Qualifications of Staff	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	15	25	5	25	25	4	20	25
Proposal "A": Technical Approach	Firm's understanding of the project objective and approach are wholly unacceptable for the organization's needs.	Most of the firm's understanding of the project objective and approach are unacceptable for the organization's needs.	Tthe firm's understanding of the project objective and approach mostly meets the organization's needs.	The firm's understanding of the project objective and approach nearly meets all of the organization's needs.	The firm's understanding of the project objective and approach unconditionally meets the organization's needs.	3	15	25	5	25	25	3	15	25
Proposal "A": Fee Proposal	Firm was unable to show that they are most suited to provide the best project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are somewhat suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are reasonably suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are best suited to provide the project outcomes at a price that is most advantageous to the County.	3	30	50	5	50	50	4	40	50
Proposal "B": Qualifications of Firm	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	16	20	5	20	20	4	16	20
Proposal "B": Technical Approach	Firm's understanding of the project objective and approach are wholly unacceptable for the organization's needs.	Most of the firm's understanding of the project objective and approach are unacceptable for the organization's needs.	The firm's understanding of the project objective and approach mostly meets the organization's needs.	The firm's understanding of the project objective and approach nearly meets all of the organization's needs.	The firm's understanding of the project objective and approach unconditionally meets the organization's needs.	3	3	5	5	5	5	3	3	5
Proposal "B": Fee Proposal	Firm was unable to show that they are most suited to provide the best project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are somewhat suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are reasonably suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are best suited to provide the project outcomes at a price that is most advantageous to the County.	2	20	50	5	50	50	4	40	50
Proposal "B" Community Outreach Program: Technical Approach	Firm's understanding of the project objective and approach are wholly unacceptable for the organization's needs.	Most of the firm's understanding of the project objective and approach are unacceptable for the organization's needs.	Tthe firm's understanding of the project objective and approach mostly meets the organization's needs.	The firm's understanding of the project objective and approach nearly meets all of the organization's needs.	The firm's understanding of the project objective and approach unconditionally meets the organization's needs.	2	4	10	5	10	10	4	8	10
Proposal "B" Community Outreach Program: Capacity of Partner Agency(s)	Firm's current workload as compared to capacity is unacceptable for the organizations needs.	Significant portion(s) of the firm's current workload as compared to capacity is unacceptable for the organizations needs.	Firm's current workload as compared to capacity mostly meets the organization's needs.	Firm's current workload as compared to capacity nearly meets all of the organization's needs.	Firm's current workload as compared to capacity is unconditionally acceptable for the organization's needs.	3	3	5	5	5	5	4	4	5
Proposal "B" Community Outreach Program: Outcomes and Output Measurement Plan	The Firm's Outcomes and Output Measurement Plan response represents an unacceptably low understanding of the work to be performed.	The Firm's Outcomes and Output Measurement Plan response represents a low understanding of the work to be performed.	The Firm's Outcomes and Output Measurement Plan response represents a fair understanding of the work to be performed.	The Firm's Outcomes and Output Measurement Plan response represents a good understanding of the work to be performed.	The Firm's Outcomes and Output Measurement Plan response represents an outstanding understanding of the work to be performed.	3	6	10	5	10	10	4	8	10
						Total	112		Total	200		Total	154	

PD 18-19.111
Escambia County Inmate Food Service and Associated Community Outreach Programs for Jail and Work Release Facilities

Lt. Halie Reid

Category	1	2	3	4	5	Aramark 1-5 Score	Aramark Weighted Score	Maximum Score Possible	Summit 1-5 Score	Summit Weighted Score	Maximum Score Possible	Trinity 1-5 Score	Trinity Weighted Score	Maximum Score Possible
Proposal "A": Qualifications of Staff	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	4	20	25	5	25	25	3	15	25
Proposal "A": Technical Approach	Firm's understanding of the project objective and approach are wholly unacceptable for the organization's needs.	Most of the firm's understanding of the project objective and approach are unacceptable for the organization's needs.	The firm's understanding of the project objective and approach mostly meets the organization's needs.	The firm's understanding of the project objective and approach nearly meets all of the organization's needs.	The firm's understanding of the project objective and approach unconditionally meets the organization's needs.	4	20	25	4	20	25	4	20	25
Proposal "A": Fee Proposal	Firm was unable to show that they are most suited to provide the best project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are somewhat suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are reasonably suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are best suited to provide the project outcomes at a price that is most advantageous to the County.	5	50	50	3	30	50	4	40	50
Proposal "B": Qualifications of Firm	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	5	20	20	4	16	20	3	12	20
Proposal "B": Technical Approach	Firm's understanding of the project objective and approach are wholly unacceptable for the organization's needs.	Most of the firm's understanding of the project objective and approach are unacceptable for the organization's needs.	The firm's understanding of the project objective and approach mostly meets the organization's needs.	The firm's understanding of the project objective and approach nearly meets all of the organization's needs.	The firm's understanding of the project objective and approach unconditionally meets the organization's needs.	4	4	5	4	4	5	3	3	5
Proposal "B": Fee Proposal	Firm was unable to show that they are most suited to provide the best project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are somewhat suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are reasonably suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are best suited to provide the project outcomes at a price that is most advantageous to the County.	5	50	50	3	30	50	4	40	50
Proposal "B" Community Outreach Program: Technical Approach	Firm's understanding of the project objective and approach are wholly unacceptable for the organization's needs.	Most of the firm's understanding of the project objective and approach are unacceptable for the organization's needs.	The firm's understanding of the project objective and approach mostly meets the organization's needs.	The firm's understanding of the project objective and approach nearly meets all of the organization's needs.	The firm's understanding of the project objective and approach unconditionally meets the organization's needs.	4	8	10	4	8	10	4	8	10
Proposal "B" Community Outreach Program: Capacity of Partner Agency(s)	Firm's current workload as compared to capacity is unacceptable for the organizations needs.	Significant portion(s) of the firm's current workload as compared to capacity is unacceptable for the organizations needs.	Firm's current workload as compared to capacity mostly meets the organization's needs.	Firm's current workload as compared to capacity nearly meets all of the organization's needs.	Firm's current workload as compared to capacity is unconditionally acceptable for the organization's needs.	5	5	5	4	4	5	3	3	5
Proposal "B" Community Outreach Program: Outcomes and Output Measurement Plan	The Firm's Outcomes and Output Measurement Plan response represents an unacceptably low understanding of the work to be performed.	The Firm's Outcomes and Output Measurement Plan response represents a low understanding of the work to be performed.	The Firm's Outcomes and Output Measurement Plan response represents a fair understanding of the work to be performed.	The Firm's Outcomes and Output Measurement Plan response represents a good understanding of the work to be performed.	The Firm's Outcomes and Output Measurement Plan response represents an outstanding understanding of the work to be performed.	4	8	10	4	8	10	3	6	10
						Total	185		Total	145		Total	147	

PD 18-19.111
Escambia County Inmate Food Service and Associated Community Outreach Programs for Jail and Work Release Facilities

Lt. Dustin Parazine

Category	1	2	3	4	5	Aramark 1-5 Score	Aramark Weighted Score	Maximum Score Possible	Summit 1-5 Score	Summit Weighted Score	Maximum Score Possible	Trinity 1-5 Score	Trinity Weighted Score	Maximum Score Possible
Proposal "A": Qualifications of Staff	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	15	25	4	20	25	3	15	25
Proposal "A": Technical Approach	Firm's understanding of the project objective and approach are wholly unacceptable for the organization's needs.	Most of the firm's understanding of the project objective and approach are unacceptable for the organization's needs.	The firm's understanding of the project objective and approach mostly meets the organization's needs.	The firm's understanding of the project objective and approach nearly meets all of the organization's needs.	The firm's understanding of the project objective and approach unconditionally meets the organization's needs.	3	15	25	4	20	25	3	15	25
Proposal "A": Fee Proposal	Firm was unable to show that they are most suited to provide the best project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are somewhat suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are reasonably suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are best suited to provide the project outcomes at a price that is most advantageous to the County.	5	50	50	3	30	50	4	40	50
Proposal "B": Qualifications of Firm	Response is wholly unacceptable for the organization's needs.	Significant portion(s) of the response are unacceptable for the organization's needs.	The response mostly meets the organization's needs.	The response nearly meets all of the organization's needs.	Response is unconditionally acceptable for the organization's needs.	3	12	20	4	16	20	3	12	20
Proposal "B": Technical Approach	Firm's understanding of the project objective and approach are wholly unacceptable for the organization's needs.	Most of the firm's understanding of the project objective and approach are unacceptable for the organization's needs.	The firm's understanding of the project objective and approach mostly meets the organization's needs.	The firm's understanding of the project objective and approach nearly meets all of the organization's needs.	The firm's understanding of the project objective and approach unconditionally meets the organization's needs.	3	3	5	4	4	5	3	3	5
Proposal "B": Fee Proposal	Firm was unable to show that they are most suited to provide the best project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are somewhat suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are reasonably suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are suited to provide the project outcomes at a price that is most advantageous to the County.	Firm has demonstrated that they are best suited to provide the project outcomes at a price that is most advantageous to the County.	5	50	50	3	30	50	4	40	50
Proposal "B" Community Outreach Program: Technical Approach	Firm's understanding of the project objective and approach are wholly unacceptable for the organization's needs.	Most of the firm's understanding of the project objective and approach are unacceptable for the organization's needs.	The firm's understanding of the project objective and approach mostly meets the organization's needs.	The firm's understanding of the project objective and approach nearly meets all of the organization's needs.	The firm's understanding of the project objective and approach unconditionally meets the organization's needs.	3	6	10	5	10	10	4	8	10
Proposal "B" Community Outreach Program: Capacity of Partner Agency(s)	Firm's current workload as compared to capacity is unacceptable for the organizations needs.	Significant portion(s) of the firm's current workload as compared to capacity is unacceptable for the organizations needs.	Firm's current workload as compared to capacity mostly meets the organization's needs.	Firm's current workload as compared to capacity nearly meets all of the organization's needs.	Firm's current workload as compared to capacity is unconditionally acceptable for the organization's needs.	3	3	5	5	5	5	4	4	5
Proposal "B" Community Outreach Program: Outcomes and Output Measurement Plan	The Firm's Outcomes and Output Measurement Plan response represents an unacceptably low understanding of the work to be performed.	The Firm's Outcomes and Output Measurement Plan response represents a low understanding of the work to be performed.	The Firm's Outcomes and Output Measurement Plan response represents a fair understanding of the work to be performed.	The Firm's Outcomes and Output Measurement Plan response represents a good understanding of the work to be performed.	The Firm's Outcomes and Output Measurement Plan response represents an outstanding understanding of the work to be performed.	4	8	10	5	10	10	3	6	10
						Total	162		Total	145		Total	143	

AGREEMENT FOR INMATE FOOD SERVICES (PD 18-19.111)

THIS AGREEMENT is made and entered into by and between Escambia County, a political subdivision of the State of Florida (hereinafter referred to as "County**"**), whose mailing address is 221 Palafox Place, Suite 420, Pensacola, Florida 32502, and Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a foreign limited liability company authorized to conduct business in the State of Florida, FEI/EIN 23-2778485, whose principal address is 2400 Market Street, Philadelphia, PA 19103.

WITNESSETH:

WHEREAS, on December 11, 2019, the County issued a Request for Proposals (P.D. 18-19.111) seeking a qualified contractor to provide inmate food service and community outreach program for the Escambia County Jail and Work Release Facilities; and

WHEREAS, Contractor was the most responsive and responsible firm proposing to provide such service; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of inmate food service 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. The term of this Agreement shall commence on June 1, 2020, and continue for a period of thirty-six (36) months expiring on May 31, 2023. Upon mutual agreement, the contract may be renewed for two (2) additional twelve (12) month renewal terms. Either party may provide written notice of the desire to extend the agreement no later than thirty (30) days prior to the expiration of the current term. The total duration of this agreement, including the exercise of all options to renew/extend, shall not exceed the duration of sixty (60) months.

3. Scope of Work. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's *Request for Proposals for Inmate Food Service and Associated Community Outreach Program for Escambia County Jail and Work Release Facilities*, Specification No. P.D. 18-19.111, attached hereto as **Exhibit A,** and as further specified in the Contractor's Proposal, attached here to as **Exhibit B**. In the event of a conflict between the terms of the Exhibits referenced in this Agreement, the terms of this Agreement shall prevail and the terms of **Exhibit A** shall take precedence over **Exhibit B**.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor at a rate of **$0.919 per meal** to include the required provision of paper supplies for kitchen operation and kitchen maintenance and repair as further specified in the Contractor's Proposal, attached hereto as **Exhibit B**.

5. Price Adjustments. The price per meal will not be subject to increase during the first twelve (12) month period beginning on June 1, 2020. Thereafter, the Contractor may submit a written request for a price adjustment by an amount to be mutually agreed upon by the parties. A price increase may not be requested more than once during a twelve (12) month period. The

Contractor's request for a price increase shall be accompanied by written justification attesting that the requested adjustment is due to a bona fide cost increase to the Contractor. All requests for price adjustment(s) shall be reviewed by the County and, if approved, must be accomplished by written amendment to the agreement subject to the approval of the Board of County Commissioners. Price adjustments shall not take effect until an Amendment to the Agreement is fully executed by the parties and approved by the Board of County Commissioners.

6. Additional Services. Food, beverage and other services required or desired by the County outside the scope of this Agreement shall be provided by Contractor upon written authorization by the County at mutually agreed upon prices for such services.

7. Purchase Orders. The County shall issue written purchase orders to the Contractor. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

8. Method of Payment/Billing. Contractor may request payment from County on a monthly basis by the submission of a properly executed original invoice. Invoices shall reflect the amount due and owing for the value of goods/services received and accepted with appropriate supporting documentation. 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.

9. 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 or for convenience upon providing one hundred and eighty (180) days' written notice. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

10. 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.

11. 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 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 conduct 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 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.

12. 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.

13. 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: Aramark Correctional Services, LLC
Attention: President
2400 Market Street
Philadelphia, PA 19103

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.

14. 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.

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 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

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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: _____
Janice P. Gilley, County Administrator

Witness: _____

Date: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 04-14-2020

CONTRACTOR: ARAMARK CORRECTIONAL SERVICES, LLC

By: _____
Kelly Jones, President

Witness: _____

Date: _____

Witness: _____

ESCAMBIA COUNTY, FLORIDA

REQUEST FOR PROPOSALS

INMATE FOOD SERVICE AND ASSOCIATED COMMUNITY OUTREACH PROGRAM FOR ESCAMBIA COUNTY JAIL AND WORK RELEASE FACILITIES

SOLICITATION NUMBER PD 18-19.111

Responses will be received until 4:00 PM, CST, January 21, 2020

A non-mandatory pre-solicitation conference will be held at 1:00 PM, CST, on January 6, 2020

ESCAMBIA COUNTY OFFICE OF PURCHASING
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

Board of County Commissioners
Steven Barry, Chairman
Robert Bender, Vice-Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

All request for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal Responses will be provided.

Assistance:

Jeffrey Lovingood
Purchasing Coordinator
Phone: 850-595-4953
Email: JDLovingood@myescambia.com

Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMODATIONS

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing at 850-595-4953 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at 850-595-4684 (TTY).

Escambia County, Florida
Request for Proposals
Proposer's Checklist

INMATE FOOD SERVICE AND ASSOCIATED COMMUNITY OUTREACH PROGRAM FOR ESCAMBIA COUNTY JAIL AND WORK RELEASE FACILITIES
Solicitation Number PD 18-19.111

HOW TO SUBMIT YOUR PROPOSAL

- Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete proposals are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and time specified for receipt. Late proposals will be returned unopened.
- Documents submitted with Proposals are to be on the forms provided in the Request for Proposal.
- Electronic Copies – The County requests that, whenever possible, electronic documents and/or copies submitted to the County be ADA compliant.

THE FOLLOWING DOCUMENTS SHALL BE INCLUDED WITH THE PROPOSAL:

- Proposal response – One (1) original and one (1) electronic copy.
- Letter from insurance carrier as to capacity to provide a Certificate of Insurance as specified in the "Insurance Requirements" portion of the attached Special Terms and Conditions.
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida. (Information can be obtained at http://www.sunbiz.org/search.html)

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

Placed your proposal with all required submittal items in a sealed envelope, clearly marked with the solicitation number, project name, name of firm submitting the proposal, and the response due date and time for which the proposal shall be received?

THE FOLLOWING SUBMITTAL SHALL BE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Signed Agreements

HOW TO SUBMIT A "NO PROPOSAL":

If your firm does not wish to submit a proposal at this time, please remove the Proposer Solicitation, Offer, and Proposal form from the solicitation package and enter "No Proposal" in the "Reason for no Proposal" block, the firm's name, firm's address, and signature of a person authorized to sign on behalf of the firm.

INMATE FOOD SERVICE AND ASSOCIATED COMMUNITY OUTREACH PROGRAM FOR ESCAMBIA COUNTY JAIL AND WORK RELEASE FACILITIES
PD 18-19.111

REQUEST FOR PROPOSALS

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Jeffrey Lovingood
Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

Request for Proposals

Inmate Food Service and Community Outreach

Solicitation Number PD 18-19.111

Solicitation

MAILING DATE: December 11, 2019
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held at the Escambia County Main Jail Lobby, 2935 North L Street, Pensacola, FL 32501, on January 6, 2020 at 1:00 PM CST
OFFERS WILL BE RECEIVED UNTIL: 4:00 PM, CST, January 21, 2020, 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 Escambia 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 Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number:
_____

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer
_____

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

_____
(Name and Title of Person Authorized to Sign Offer)

*** _____**
Signature of Person Authorized to Sign Offer (Original Signature Required)

**** Failure to execute this Form binding the Proposer's offer shall result in the Proposal being rejected as non-responsive.***

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.

Bid Form

Proposed Cost Per Meal $_____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And, if applicable, its Federal Employer Identification Number (FEIN) is: _____

If the entity has no FEIN, include the Social Security Number of the Individual signing this

sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it is not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY, AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn and subscribed before me this _____ day of _____
20_____. Personally known _____ OR produced identification _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

DRUG-FREE WORKPLACE FORM

The undersigned vendor, in accordance with Florida Statute 287.087, hereby certifies that

_____ does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or pleas of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs One (1) through Five (5).

Check One:

_____ As the person authorized to sign this statement, I certify that this firm fully complies with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** fully comply with the above requirements.

_____
Offeror's Signature

_____
Date

Information sheet for Transactions and Conveyances Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of Corporation is it: **"**For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____ Secretary: _____

Vice President: _____ Treasurer: _____

Director: _____ Director: _____

Other: _____ Other: _____

Name of Corporation (As Used in Florida):

_____

(Spelled Exactly as it is Registered with the State or Federal Government)

Corporate Address:
Please provide both the Post Office Box and street address for mail and/or express delivery; also, for recorded instruments involving land.

Post Office Box: _____

City, State, Zip: _____

Street Address: _____

City, State, Zip: _____

Please complete this form on the following page.

Information sheet for Transactions and Conveyances Corporate Identification
(Page 2 of 2)

Federal Employer Identification Number: _____

Contact Person for the Company: _____

Contact Email: _____ **Contact Phone:**

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

Verified By: _____ **Date:** _____

ESCAMBIA COUNTY, FLORIDA, GENERAL TERMS AND CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid information below), by telephoning the Office of Purchasing at 850-595-4980, by Fax at 850-595-4806, or by email at purchasing@myescambia.com.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

Bid Information: See Escambia County Office of Purchasing web site at MyEscambia Web Site then click "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. Manufacturer's 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. Non-Conformation 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

The following General Terms and Conditions are incorporated by reference (continued)

22. Facilities
23. Distribution of Certification of Contract
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: Florida Sunbiz Search
47. Execution of Contract Purchase Order
48. No Contingent Fees Solicitation Expenses
49. 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 judgement is from the lowest, 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 or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Building, 213 Palafox Place, Pensacola, FL, 32502, in a sealed envelope clearly marked:

Specification Number PD 18-19.111, INMATE FOOD SERVICE AND ASSOCIATED COMMUNITY OUTREACH PROGRAM FOR ESCAMBIA COUNTY JAIL AND WORK RELEASE FACILITIES, Name of Submitting Firm, January 9, 2020 at 4:00 PM CST and Time Due.

Note: If using a courier service (e.g. FedEx, UPS, US Post Office, etc.) the air-bill and envelope or box must be marked with the 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:

A. Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals action on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, 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.

B. Definitions

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or

Request 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 cancelled.

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.

C. 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:

1) Rejection/disqualification of submittal;

2) Termination of contract; or

3) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

2. Project Narrative

The intent of this Request for Proposal (RFP) is to seek competitive proposals from qualified experienced bidders for the provision and operation of Inmate Food Service and associated Community Outreach Programs for the Escambia County Jail and Work Release Facilities. The goal of this RFP is that the selected firm will be responsible for but not limited to the management and operation of food services to include procurement, food preparation and delivery; preparation and delivery of special diets meals to include faith-based (religious, medical (therapeutic), juvenile and other diets; compliance with established food service standards and procedures and replacement and maintenance of equipment provided to the firm by the County. In addition to inmate food, Escambia County is looking for Contractors to provide a culinary arts and community outreach program to assist in the reentry and jobs placement of inmates.

3. Procurement Questions

Questions shall be directed to Jeffrey Lovingood, Purchasing Coordinator, at JDLovingood@myescambia.com. The last day for questions will be January 15, 2020 at 5:00 PM CST.

4. Pre-Solicitation Conference and Walkthrough

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Main Jail Lobby, 2935 North L Street, Pensacola, FL 32501, on January 6, 2020 at 1:00 PM CST

It is strongly encouraged that all potential bidders attend this non-mandatory conference, so they can ask questions and be automatically notified of any updates prior to the Bid Opening. At this time, the Board's representative(s) will be available to answer questions

relative to this Solicitation. Any suggested modifications may be presented, in writing to, or discussed with, the Board's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Solicitation.

11. Compliance with Occupational Safety and Health

Offeror certifies that all material, equipment, etc., contained in their offer meets all Occupational Safety and Health Administration (OSHA) requirements.

Offeror further certifies that, if he is the awarded vendor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirement in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the vendor.

Any item delivered under a contract resulting from this solicitation shall be accompanied by a Material Safety Data Sheet (MSDS). The MSDS shall include the following information:

A. The chemical name and the common name of the toxic substance.

B. The hazards or other risks in the use of the toxic substance, including:

1. The potential for fire, explosion, corrosiveness and reactivity;

2. The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by the exposure to the toxic substance; and

3. The primary route of entry and symptoms of over exposure.

C. The proper precautions, handling practices, necessary personal protective equipment and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of over exposure.'

D. The emergency procedure for spills, fire, disposal and first aid.

E. A description in lay terms of the known specified potential health risks posed by the toxic substance intended to alert any person reading this information.

F. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

13. Codes and Regulations

The awarded vendor shall strictly comply with all federal, state and local safety regulations and codes.

14. Drawings

New Public Records Exemptions of Building Plans Florida Statutes Chapter 119.07 www.leg.state.fl.us/statutes **(To View Full Text of this Chapter)**

Florida Statutes Chapter 119.07 has been amended as it relates to the inspection examination and duplication of certain documents pertaining to County building construction.

Section 119.07(3)(b) provides the following:

1. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency as defined in s. 119.011 are exempt from the provisions of subsection (1) and s 24 (a), Art. 1 of the State Constitution.

2. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act.

3. Information made exempt by this paragraph may be disclosed:

    a. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;

    b. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or

    c. Upon a showing of good cause before a court of competent jurisdiction.

4. The entities or persons receiving such information shall maintain the exempt status of the information.

    Therefore, all CD's and copies of CD's together with any reproductions of any of these documents shall be returned with your bid, together with a signed copy of the acknowledgement and certification letter contained in the bid form section of the solicitation.

15. Debris

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

16. 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 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 evening and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

17. Emergency Services

The contractor resulting from this solicitation includes services that are required during EMERGENCY situations such as hurricanes, major fires, etc. Time is of the essence during these situations and the vendor awarded this contract should be able to be contacted at any time, day or night:

The Bid Form provides for the emergency information to be supplied. Please be sure to include **all** this information when returning your bid.

18. Contract Term/Renewal/Termination

A. The contract resulting from this Solicitation shall commence effective upon execution by both parties and extend for a period of thirty-six (36) months. The contract may be renewed for additional twelve (12) month periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

   Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

B. The initiation County department(s) shall issue release (purchase) orders against the term contract on an “as needed” basis.

C. The contract may be canceled by the awarded vendor, for good cause, upon ninety (90) days prior written notice.

D. The County retains the right to terminate the contract, with or without good cause, upon (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.

19. Price Adjustment

The contract resulting from this Solicitation may include provisions for Twelve (12) month price adjustments. Written request for price adjustment may be made every Twelve (12) months, no less than 30 days prior to the requested effective date. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the vendor. All price adjustments shall be reviewed by the County's designated representative. If an adjustment in price is approved, it shall be accomplished by written amendment to this contract approved by the Board of County Commissioners.

20. 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.

21. Qualification of Offerors

This solicitation shall be awarded to a responsible, responsive offeror, qualified by experience to provide the work specified. The offeror shall submit the following information with his offer:

1. Experience record showing the offeror's training and experience in similar work.

2. List and brief description of similar work satisfactorily completed with location, dates of contact, names and addresses of owners.

3. List of equipment and facilities available to do the work.

4. List of personnel, by name and title, contemplated to perform this work.

Failure to submit the above requested information may be cause for rejection of your offer.

22. Licenses, Certifications, Registrations

The offeror shall at any time of proposal submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certification, registrations and any other requirements should be provided with the proposal submission; and, the offeror shall provide follow up evidence that as the contractor they maintain such credentials throughout the period of agreement.

23. 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.

24. Award

Award shall be made on an "all-or-none total" basis.

25. 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 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.

26. 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).

Non-Contract Insurance Requirements

27. 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 level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. 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 worker's 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.

B. Workers Compensation Coverage

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. 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 $1,000,000.00 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. 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.

E. 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.

F. 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.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability 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: Jeffrey Lovingood, Purchasing Coordinator
   Office of Purchasing, Room 11.101
   213 Palafox Place 2nd Floor
   Pensacola, FL 32591
   Fax (850) 595-4806

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 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.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's 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, nonrenewal or adverse change.

28. 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, judgements, 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 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.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

- Proposers Checklist
- Request for Proposals - Title Page
- Table of Contents
- Solicitation, Offer and Award Form
- Proposal Form(s)
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions (Include Indemnification, Safety and Insurance)

Part A Summary

Part I General Information
1-1 Purpose
1-2 Objective
1-3 Issuing Officer
1-4 Contract Consideration
1-5 Rejection
1-6 Inquiries
1-7 Addenda
1-8 Schedule
1-9 Proposal Content and Signature
1-10 Negotiations
1-11 Recommended Proposal Preparation Guidelines
1-12 Prime Contract Responsibilities
1-13 Disclosures
1-14 Delays
1-15 Work Plan Control
1-16 Method of Payment

Part II Information Required from Contractors
2-1 Proposal Format and Content
2-2 Introduction
2-3 Understanding the Project
2-4 Methodology Used for the Project
2-5 Management Plan for the Project
2-6 Experience and Qualifications
2-7 Cost Proposal

Part III Criteria for Selection

Part IV Scope of Work

PART A SUMMARY

(Provide a paragraph summarizing the procurement. This may include providing as much information about the service as known when RFP is prepared, the County's goals, areas that must be delivered in a certain way, described as non-negotiable and other special rules and regulations.)

PART I GENERAL INFORMATION

1-1 INTENT

The intent of this Request for Proposal (RFP) is to seek competitive proposals from qualified experienced bidders for the provision and operation of Inmate Food Service and associated Community Outreach Programs for the Escambia County Jail and Work Release Facilities. The goal of this RFP is that the selected firm will be responsible for but not limited to the management and operation of food services to include procurement, food preparation and delivery; preparation and delivery of special diets meals to include faith-based (religious, medical (therapeutic), juvenile and other diets; compliance with established food service standards and procedures and replacement and maintenance of equipment provided to the firm by the County. In addition to inmate food, Escambia County is looking for Contractors to provide a culinary arts and community outreach program to assist in the reentry and jobs placement of inmates.

Important Notice to Contracts:

There is one kitchen that will be utilized under this contract. The kitchen is located at the Main Jail (2935 North L Street) and will be utilized to provide services to the other facilities. Construction of a new approximately 9,000 square-foot kitchen to replace the existing kitchen is underway and scheduled to be completed in July 2020. After completion of the new kitchen, the current kitchen will be vacated and will no longer be in use.

1-2 BACKGROUND

The Escambia County Corrections Department is responsible for the care, custody and control of the population housed within three residential facilities located throughout the County. Escambia County is currently in the process of designing and constructing a correctional facility to replace their Central Booking and Detention facility which was destroyed in 2014. Until the new facility is completed, the locations, average daily populations, and housing designations related to this RFP will be as listed in the table below.

Facility Name	Facility Address	Average Daily Population (FY 2019 Oct-June)	Housing Designation
Main Jail	2935 North L Street, Pensacola, Fl 32501	950	Minimum, Medium and Maximum
Work Release (Jail Inmates)	1211 West Fairfield Drive, Pensacola, Fl 32501	310	Minimum to Medium
Work Release (Program Participants)	1211 West Fairfield Drive, Pensacola, Fl 32501	76	Minimum

Upon completion of the new facility (expected completion is April 2020), there are some anticipated adjustments to the ADP of the facilities listed above. Below are the projected headcounts once the new facility is completed.

Facility Name	Facility Address	Projected Average Daily Population (July 2020)	Housing Designation
Main Jail+ New Facility	2935 North L Street, Pensacola, Fl 32501	1,360	Minimum, Medium and Maximum
Work Release (Jail Inmates)	1211 West Fairfield Drive, Pensacola, Fl 32501	100	Minimum to Medium
Work Release (Program Participants)	1211 West Fairfield Drive, Pensacola, Fl 32501	76	Minimum

1-3 ISSUING OFFICER

The project Director shall be Janice P. Gilley, County Administrator. The liaison officer shall be Captain Shawn Hankins, Escambia County Corrections Department. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 Palafox Place, 2nd Floor, Pensacola, Florida, 32502.

1-4 CONTRACT CONSIDERATION

After negotiation, it is expected that the contract shall be a term agreement for three years with up to two one-year renewals.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

All questions regarding this Request for Proposal shall be directed to Jeffrey Lovingood, Purchasing Coordinator, in writing via email at JDLovingood@myescambia.com.

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

A. Mailing (Advertisement) Date…….....December 11, 2019

B. Non-Mandatory Pre-Proposal Conference.....January 6, 2020 at 1:00 PM CST

C. Receipt of Proposals.....January 21, 2020 at 3:00 PM CST

D. Short-List Meeting.....January 28, 2020

E. Discussion/Ranking Meeting.....February 3, 2020 at 1:00 PM CST

F. First Negotiation with Top-Ranked Firm……..February 17, 2020 at 1:00 PM CST

G. 2nd Negotiation Meeting (If Necessary)…….....February 19, 2020 at 3:15 PM CST

H. Target Board Date……...…..March 19, 2020

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) copy physical copy of the proposal shall be required, with original signature, having been signed by a company official with the power to bind the company in its proposal and shall be completely responsive to the RFP for consideration.

One (1) electronic copy of the complete submittal shall be included (CD or flash drive is acceptable). The County requests that, whenever possible, electronic documents and/or copies submitted to the County be ADA compliant.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straightforward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals, all proposals shall be in spiral binding or “GBC” type binder with all pages 8.5" x 11" format.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

The County is seeking two (2) separate proposals from each responding firm. The two proposal formats shall be described as "Proposal A" and "Proposal B," the requirements for each being outlined herein.

The County reserves the right to award a contract pursuant to this Request for Proposals utilizing the format chosen by the County at its sole discretions, without further discussion with Contractors. Therefore, it is important that each submitted proposal is complete, adheres to the dual-format requirements and instructions contained herein, and is submitted in the most favorable manner possible.

Proposing firms shall submit a separate proposal for each of the two required formats or the proposal(s) shall be deemed non-responsive. The two proposals can be delivered in the same package, the proposals just need to be bound separately. To fulfill the requirement of an electronic copy of each proposal being delivered, a single flash-drive or CD can be delivered as long as both proposals are complete when issued via a single electronic method.

Upon request, proposing firms may view the following applicable Escambia County Corrections Department General Orders by contacting Lt. Walter Jefferis (wrjefferis@myescambia.com or 850-436-9423):

A. GO 815.0 – Food Services

B. GO 806.2 – Tool Control System

C. GO 806.9 – Hazardous Material Control

The proposing firms shall comply with the Florida Model Jail Systems (FMJS) and Florida

Corrections Accreditation Commission (FCAC) standards at the time of submitting their proposal. It is the responsibility of the proposing firm to access, review, and comply with each set of standards.

2-3 "PROPOSAL A" FOOD SERVICE – LETTER OF TRANSMITTAL

Each proposal shall be accompanied by a Letter of Transmittal which, in two (2) pages or less, summarizes key points of the response to this Request for Proposals and shall be signed by an officer of the firm who is responsible for committing the firm's resources as outlined in the proposal.

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

The Letter of Transmittal shall include:

A. Full legal name of the submitting firm, including any d/b/a information.

B. Name and title of the individual with responsibility for this response and to whom matters regarding this RFP should be directed (not necessarily the same individual).

C. Mailing address, telephone number(s), and email address(es) of the firm's contacts related to this RFP.

D. A brief narrative of the firm's qualifications to provide Inmate Food Services for the County.

2-4 "PROPOSAL A" FOOD SERVICE – QUALIFICATIONS OF THE FIRM

Escambia County requires that each firm responding to this proposal identify its qualifications as related to the services required. The information provided shall specifically include:

A. Provide a brief description and history of the firm's experience in the field of Correctional Food Service. List all contracts over the past ten (10) years, services provided, year(s) in which the services were provided, average number of inmates served annually, and the name, phone number, and email address of the agency's Contract Monitor for each contract.

B. Identify all "terminated with cause" corrections food services contracts or awarded but never entered, the reason(s) for the termination or failure to enter, and the name, phone number, and email address of the contact person for each contracting agency.

C. A list of all criminal charges for violations of federal and/or state laws brought against the Contractor or any predecessor of the Contractor or any subcontractor, or any present or former director or officer of the Contractor or any subcontractor, within the last ten (10) years and the disposition of each. Proposals shall include a copy of indictments, bills of information opinions and/or judgements.

D. A list of all employee honesty bond claims and civil lawsuits settled or lost in the past two (2) years by the Contractor, any of its officers, employees, subcontractors, or governmental entities with who the Contractor has a contract, in connection with the management of any food service operation which the Contractor has operated or managed, the issues involved, and the settlement reached or judgement rendered. Proposals shall include copies of final judgement(s), settlement(s) reached, or judgement(s) rendered. Copies of final judgements and any written opinions rendered in connection with these suits shall be included.

E. Résumés of key management personnel detailing their qualifications and experience in the delivery of food services including, but not limited to, their correctional experience in the following areas:

1. Security
2. Inmate problem resolution relating to menu issues
3. Employee training
4. Institutional food service

Responses to the requirement shall not exceed three (3) pages per individual, single-spaced, with attachments as necessary, to demonstrate either award or certifications pertinent to the individual's qualifications.

F. A list of job descriptions, minimum qualifications, and salary range of all employee positions to be employed by the Contractor.

G. Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

1. Title,
2. Résumé,
3. Location(s) where work will be performed,
4. Itemize the total cost and the number of estimated hours for each individual named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question-and-answer sessions, presentations or technical clarifications, and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

2-5 "PROPOSAL A" FOOD SERVICE – TECHNICAL APPROACH

Proposals shall demonstrate an understanding of every task or service required, and each shall be clearly identified. The information presented shall be in sufficient detail to enable the County to ascertain the Contractor's understanding of the results to be accomplished and the way in which the Contractor proposes to achieve them.

A. **Contractor shall propose a tray feeding system only. No other feeding systems will be considered.**

B. Provide a minimum staffing schedule for each shift and positions being proposed. Proposals shall include a varied sample twenty-eight (28) day menu for inmate meals.

C. The menu shall be for an average diet of 2,800 calories per day and the Contractor shall state the number of meals/days that entrees and side items will not be repeated.

D. Contractor shall provide religious (faith-based), medical (therapeutic), and other special diets to the inmate population as needed. Proposals shall include sample menus.

E. Contractor shall provide a list identifying all capital and non-capital equipment anticipated to be needed in order to perform the contract that will be amortized over the initial contract period and turned over to Escambia County at the conclusion of the contract. The list shall include but not be limited to an amortization schedule, estimated cost, and projected maintenance cost of each piece of equipment.

F. Proposal shall include an emergency plan for most foreseeable emergency issues including but not limited to hurricanes or other weather-related events, loss of kitchen due to fire or flood, loss of building due to operational emergency, and the possibility of need and use of mobile kitchen facilities.

G. Proposal shall include a transition plan for transferring control of the food service facilities to the County or to another contractor upon termination of the contract. The transition plan shall be comprehensive and include timetables, responsibility of specific personnel, detailed operations concerns, etc.

2-6 "PROPOSAL A" – FOOD SERVICES FEE PROPOSAL

Contractor shall complete and submit the Fee Proposal Form herein.

The County shall pay for all food services received under the contract through the single per-meal price structure. The cost per meal shall cover all the Contractor's expenses and cost for the following:

A. All meals, including, routine tray meals, bag meals, therapeutic meals, and faith-based diet meals. The number of meals delivered will be as ordered from the Contractor by the Corrections Department Contract Monitor, or their designee, prior to each meal service period.

B. The cost for all disposable, expendable, or consumable items related to meal service. This includes items related to regular meal service preparation and/or cleanup along with the utilization of Styrofoam or other disposable goods in times of equipment malfunction.

C. The cost of extermination services to ensure no infestation within all areas of the kitchen operations and transport vehicles.

D. The cost for all other operational management needs.

2-6 "PROPOSAL B" FOOD SERVICE AND CULINARY ARTS, RE-ENTRY & COMMUNITY OUTREACH INITIATIVE – LETTER OF TRANSMITTAL

NOTE: The components of "Proposal B" are substantially similar to that of "Proposal A," with modifications being found in Paragraphs 1 & 5.

Each proposal shall be accompanied by a Letter of Transmittal which, in two (2) pages or less, summarizes key points of the response to this Request for Proposals and shall be signed by an officer of the firm who is responsible for committing the firm's resources as outlined in the proposal.

Proposers shall provide a comprehensive narrative statement that sets out the methodology

they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

The Letter of Transmittal shall include:

A. Full legal name of the submitting firm, including any d/b/a information.

B. Name and title of the individual with responsibility for this response and to whom matters regarding this RFP should be directed (not necessarily the same individual).

C. Mailing address, telephone number(s), and email address(es) of the firm's contacts related to this RFP.

D. A brief narrative of the firm's qualifications to provide Inmate Food Services and Culinary Arts, Re-Entry & Community Outreach Initiative for the County.

E. A brief narrative on the firm's approach to providing or partnering with non-profit agencies in the community to provide Culinary Arts, Re-Entry, and Community Outreach Initiative for the County.

2-7 "PROPOSAL B" FOOD SERVICE AND CULINARY ARTS, RE-ENTRY & COMMUNITY OUTREACH INITIATIVE – QUALIFICATIONS OF THE FIRM

Escambia County requires that each firm responding to this proposal identify its qualifications as related to the services required. The information provided shall specifically include:

A. Provide a brief description and history of the firm's experience in the field of Correctional Food Service. List all contracts over the past ten (10) years, services provided, year(s) in which the services were provided, average number of inmates served annually, and the name, phone number, and email address of the agency's Contract Monitor for each contract.

B. Identify all "terminated with cause" corrections food services contracts or awarded but never entered, the reason(s) for the termination or failure to enter, and the name, phone number, and email address of the contact person for each contracting agency.

C. A list of all criminal charges for violations of federal and/or state laws brought against the Contractor or any predecessor of the Contractor or any subcontractor, or any present or former director or officer of the Contractor or any subcontractor, within the last ten (10) years and the disposition of each. Proposals shall include a copy of indictments, bills of information opinions and/or judgements.

D. A list of all employee honesty bond claims and civil lawsuits settled or lost in the past two (2) years by the Contractor, any of its officers, employees, subcontractors, or governmental entities with who the Contractor has a contract, in connection with the management of any food service operation which the Contractor has operated or managed, the issues involved, and the settlement reached or judgement rendered. Proposals shall include copies of final judgement(s), settlement(s) reached, or judgement(s) rendered. Copies of final judgements and any written opinions rendered in connection with these suits shall be included.

E. Résumés of key management personnel detailing their qualifications and experience in the delivery of food services including, but not limited to, their correctional experience in the following areas:

1. Security
2. Inmate problem resolution relating to menu issues
3. Employee training
4. Institutional food service

Responses to the requirement shall not exceed three (3) pages per individual, single-spaced, with attachments as necessary, to demonstrate either award or certifications pertinent to the individual's qualifications.

F. A list of job descriptions, minimum qualifications, and salary range of all employee positions to be employed by the Contractor.

G. Provide an organizational chart specific to the personnel assigned to accomplish the work called for in this RFP; illustrate the lines of authority; designate the individual responsible and accountable for the completion of each component and deliverable of the RFP.

Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

1. Title,
2. Résumé,
3. Location(s) where work will be performed,
4. Itemize the total cost and the number of estimated hours for each individual named above.

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question-and-answer sessions, presentations or technical clarifications, and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

2-8 "PROPOSAL B" FOOD SERVICE AND CULINARY ARTS, RE-ENTRY & COMMUNITY OUTREACH INITIATIVE – TECHNICAL APPROACH

Proposals shall demonstrate an understanding of every task or service required, and each shall be clearly identified. The information presented shall be in sufficient detail to enable the County to ascertain the Contractor's understanding of the results to be accomplished and the way in which the Contractor proposes to achieve them.

A. **Contractor shall propose a tray feeding system only. No other feeding systems will be considered.**

B. Provide a minimum staffing schedule for each shift and positions being proposed. Proposals shall include a varied sample twenty-eight (28) day menu for inmate meals.

C. The menu shall be for an average diet of 2,800 calories per day and the Contractor shall state the number of meals/days that entrees and side items will not be repeated.

D. Contractor shall provide religious (faith-based), medical (therapeutic), and other

special diets to the inmate population as needed. Proposals shall include sample menus.

E. Contractor shall provide a list identifying all capital and non-capital equipment anticipated to be needed in order to perform the contract that will be amortized over the initial contract period and turned over to Escambia County at the conclusion of the contract. The list shall include but not be limited to an amortization schedule, estimated cost, and projected maintenance cost of each piece of equipment.

F. Proposal shall include an emergency plan for most foreseeable emergency issues including but not limited to hurricanes or other weather-related events, loss of kitchen due to fire or flood, loss of building due to operational emergency, and the possibility of need and use of mobile kitchen facilities.

G. Proposal shall include a transition plan for transferring control of the food service facilities to the County or to another contractor upon termination of the contract. The transition plan shall be comprehensive and include timetables, responsibility of specific personnel, detailed operations concerns, etc.

2-9 "PROPOSAL B" FOOD SERVICE AND CULINARY ARTS, RE-ENTRY & COMMUNITY OUTREACH INITIATIVE – FOOD SERVICE FEE PROPOSAL

Contractor shall complete and submit the Fee Proposal Form herein.

The County shall pay for all food services received under the contract through the single per-meal price structure. The cost per meal shall cover all the Contractor's expenses and cost for the following:

A. All meals, including, routine tray meals, bag meals, therapeutic meals, and faith-based diet meals. The number of meals delivered will be as ordered from the Contractor by the Corrections Department Contract Monitor, or their designee, prior to each meal service period.

B. The cost for all disposable, expendable, or consumable items related to meal service. This includes items related to regular meal service preparation and/or cleanup along with the utilization of Styrofoam or other disposable goods in times of equipment malfunction.

C. The cost of extermination services to ensure no infestation within all areas of the kitchen operations and transport vehicles.

D. The cost for all other operational management needs.

2-10 "PROPOSAL B" FOOD SERVICE AND CULINARY ARTS, RE-ENTRY & COMMUNITY OUTREACH INITIATIVE – CULINARY ARTS, RE-ENTRY, COMMUNITY OUTREACH INITIATIVES

Escambia County seeks to develop programs that benefit inmates, community corrections offenders and, by extension, the community. At any given time, 89% of inmates incarcerated in Escambia County Jails list a local address upon entry to the facility. Additionally, the majority of offenders on Community Supervision reside in the local community. There is a substantial need for re-entry programs that can assist these individuals in becoming positive and contributing members of society through job training, education, and ultimately job placement.

With this in mind, in addition to providing and outstanding food service operation, Escambia County is seeking a Contractor that can also develop partnerships with one or more community agencies as well as the private sector to implement a culinary arts and re-entry

training program that will include employability skills, and will assist participants in job placement within the community. The program should be geared toward helping the released inmates and community corrections offenders obtain gainful employment, stabilize the family, and increase community engagement. In addition it is anticipated that the Contractor will employ some of the successful program participants within their organization.

Contractors shall clearly identify and demonstrate an understanding of every service required. A re-statement of tasks or mere affirmation of willingness and ability to perform the tasks will not be considered responsive. The information presented shall be in sufficient detail to enable the County to ascertain the Contractor's understanding of the outcomes to be achieved and the manner in which the Contractor proposes to accomplish them.

Classroom facilities for all initiatives may be made available at the Main Jail and the new jail facility upon completion of construction. Kitchen facilities will only be available at the Main Jail. If it is deemed appropriate at some point in the future to conduct all or a portion of the Culinary Program at the Work Release Facility, the Contractor and Escambia County may agree to do so.

The cost of the Community Outreach Programs shall be included in the Contractor's Food Services Fee proposal.

PART III CRITERIA FOR SELECTION

3-1 "PROPOSAL A" SELECTION CRITERIA

Criteria	Weight
Qualifications of Staff	25
Technical Approach	25
Fee Proposal	50
Total:	100

3-2 "PROPOSAL B" SELECTION CRITERIA

Criteria	Weight
Qualifications of Company	20
Technical Approach	5
Community Outreach Program*	25
Fee Proposal	50
Total:	100

*Community Outreach Program weighted criteria will be based on the following breakdown of the total 25 points above:

Criteria	Weight
Technical Approach	10
Capacity of Partner Agencies	5
Outcomes and Output Measurement Plan	10
Total:	25

The top ranked firm will be voted upon by the Selection Committee from short-listed firms with the top ranked firm having the highest combined score of "Proposal A" and "Proposal B."

Community Outreach Program Criteria

A. Technical Approach to Programs

1. Provide a description of the Contractor's Culinary Arts program and provide the minimum skill level/qualifications necessary for program participants. Describe classroom training and hands-on training components and include the skills to be learned. Identify specific certifications that can be obtained through the program as well as apprenticeship ad/or employment opportunities. Include length of program and capacity.

2. Provide a description of any Re-Entry training or Job Skills initiative. Provide the minimum skill level/qualifications necessary for program participants. Outline the skills to be learned, the length of the program, and program capacity.

B. Capacity of Partner Agencies

1. Identification of any partner or subcontractor that will be providing some or all of the Culinary Arts Program and/or the Re-Entry training, or Job Skills initiative. Include information on the qualifications of partner agencies to provide these training programs and their ability/capacity to meet the need.

2. Identification of community partnerships that will facilitate participant re-entry into the community and provide gainful employment. Include information on their qualifications to provide such services, their prior experience in doing so, and their ability/capacity to meet the need.

3. Any applicable special certifications or licensing possessed by partnership agencies.

C. Outcomes and Output Measurement Plan

1. Identify measurable outcomes for the Culinary Arts Program, Re-Entry Training, and Job Skills initiatives. (e.g. number of individuals trained, employed, tenure on the job, etc.)

2. Identify any other participant or community benefits resulting from partnership(s).

All expenses/fees of the selected Contractor shall be paid through the single per-meal cost and shall include all costs of the proposed Culinary Arts/Re-Entry/Community Outreach Initiative. The cost per meal shall cover all of the Contractor's expenses and costs for the following:

A. All instructors conducting both Culinary Arts and Employability Skills training.

B. All training materials used in both the Culinary Arts and Employability Skills training.

C. Any and all costs incurred by any partners as part of the Culinary Arts/Re-Entry/Community Outreach Initiative.

Contractor shall demonstrate how management will use the outcomes in program planning and improvement efforts.

3-3 ORAL PRESENTATIONS

At the County's sole discretion, oral presentations may be requested of the proposers, however, the presentation shall be **strictly limited to the Outreach Program**. If this evaluation procedure is requested by the Selection Committee, the proposers will be given a minimum advance notice of one week prior to the date and time for the oral presentation. This presentation, if requested, will occur either during the initial procurement committee evaluations (Short-List) or could be included as part of the Discussion Meeting held with Short-Listed firms.

Please note the following related to the Outreach Program Presentations (if necessary):

A. Each presenting firm will be given a maximum of twenty (20) minutes to cover the details of their program.

B. Each presentation will be followed by a maximum of fifteen (15) minutes of questions from the Selection Committee.

PART IV SCOPE OF SERVICES

4-1 INTRODUCTION

It is the County's intent to explore and pursue every possible opportunity to realize efficiencies and cost savings in the operation and management of Inmate Food Services of the Escambia County Corrections Department. The County is seeking proposals to provide all services for the inmate population of the Escambia County Main Jail and Work Release Facility, to include religious, medical and other special diets. Inmate meals include at least two (2) hot meals per day and may include no more than one (1) cold meal and cold, bagged meals for inmates who are unable to receive one or more of the hot meals that day due to work assignments or other operational issues. Meals will be delivered to the Work Release Facility at times directed by the Department so as not to interfere with security procedures.

As of July 2020, inmates will be housed in three (3) facilities including the Jail and Work Release Facilities. Two (2) facilities are located at the Main Jail Complex located at 2935 North L Street, Pensacola, Florida. The third facility is the Work Release Center, located at 1211 West Fairfield Drive, Pensacola, Florida. The average daily population for these facilities is currently 1,336 with an estimated increase to 1,536 upon completion of the new facility.

In the event of a catastrophic situation or due to operational necessity requiring relocation of the kitchen, inmate and/or staff to an off-site location, the contractor will be required to prepare and deliver food at/to the new locations as specified by the Contract Monitor or designee. Emergency staffing will be provided by the contractor to ensure coverage in any situation.

The Main Jail Complex kitchen approximates 9,000 square feet and last renovated in 1998. It is anticipated that a new kitchen will be completed in July 2020. The kitchen will have the capacity to process meals for up to 2,000 inmates at three meals per day. Once operational, this will be the only available kitchen utilized to service all locations.

4-2 DEFINITIONS

The following terms used in this RFP shall, unless the context indicates otherwise, have the meanings set forth below:

A. **Contract Monitor:** The employee or employees of the Escambia County Corrections Department designated to monitor operation of the Contractor for compliance with contract provisions and to coordinate actions and communication between the Department and the Contractor.

B. **Contractor:** The Proposer awarded the Contract to manage the food services operation.

C. **Department or ECCD:** the Escambia County Corrections Department

D. **County:** Escambia County

E. **Food Services:** means all management of activities and personnel, procurement of food and supplies and the production and delivery of meals, pursuant to the conditions of this RFP.

F. **Therapeutic Diet:** The meals authorized by the appropriate Health Services Division staff.

G. **Faith Based Diet:** The dietary restrictions associated with sincerely held faith-based beliefs.

H. **Bag Meals:** A meal consisting of two (2) sandwiches containing luncheon meat, the appropriate condiments (mustard, mayonnaise, etc.) one piece of fruit, either one (1) bag of chips (potato, corn, etc.) or one (1) wrapped cake type desert and one (1) 8 o. individually packaged fruit juice or fruit flavored drink. Inmates requiring special diets will receive suitable bag meals.

I. **Juvenile Diet:** The meal guidelines are identical for both pregnant females and all juveniles and are designed to support the growth of the fetus, as well as provide adequate intake of the mother's or juvenile's physical needs. The diet should be discontinued when pregnancy is terminated. The physician may order supplemental snacks if the patient is lactating. For juveniles the diet will continue until adult status has been reached. Additional foods will be used to increase the calorie levels. The diet includes a standard bedtime (evening) snack of milk, fresh fruit and a small sandwich. All meals should be approved by Contractor's dietician as provided for in FMJS and FCAC standards.

4-3 GENERAL DUTIES, OBLIGATIONS AND STANDARDS

Beginning on the Service Commencement Date, the Contractor shall operate the Food Service section of the Escambia County Main Jail Complex and Work Release Center in accordance with the Contract, the Operating Standards and this RFP.

4-4 TYPE OF FOOD SERVICE DELIVERY SYSTEM TO BE USED

The Contractor shall utilize a tray feeding system. No other feeding system will be authorized.

4-5 MEALS

A. The Contractor shall service inmate meals on the schedule currently in use by the facilities as follows:

1. Breakfast: Start at 0430
2. Lunch: Start at 1100
3. Dinner: Start at 1600

Note: This schedule may be modified due to the operational needs of the facilities.

B. The Contractor shall maintain a 28-day menu approved by the Contract Monitor and as required by the Operating Standards for regular inmate meals.

C. The approved menu shall maintain an average 2,800-calorie per day pork-free diet and shall be accompanied by a carton-type drink or bulk beverage. Menus will also be provided for Therapeutic and Faith-Based Diets as well as the Staff Dining area, road crew meals and bagged meals for emergency crews. The Contractor agrees to serve appropriate holiday meals (i.e. Thanksgiving, Christmas, etc.) throughout the year as mutually determined by the Escambia County Corrections Department management. The pricing for holiday meals will be the same as the agreed upon daily meal price.

D. Bagged meals shall consist of two (2) sandwiches containing luncheon meat, the appropriate condiments (mustard, mayonnaise, etc.), one (1) piece of fruit, either one (1) bag of chips (potato, corn, etc.) or one (1) wrapped cake-type dessert and one (1) 8 oz. individually packaged fruit juice or fruit flavored drink. Inmates requiring special diets will receive suitable bag meals when applicable. The bags will be labeled with the date of production and will be stored and served in a manner that prevents crushing or are otherize protected.

E. The Contractor shall have the capacity to provide approximately 52,000 bagged meals per month, to include, but not limited to, events such as:

1. Inmates bagged meals for inmates who have not been able to partake of one or more hot meals.
2. Inmates working road crews.
3. Inmates at Work Release who will carry a bagged meal to work.
4. Inmates going to court.

F. The only exceptions to the regular menu and regular bag meal menu are:

1. Therapeutic/medical diets specified by the Health Services Division of Escambia County Corrections Department and the Therapeutic Diet Manual.
2. Faith Based/Religious diets requested by the Corrections Chaplains and as defined in the Faith Based Diet Manual.
3. Participants of the Work Release Program or inmates working on Road Crews will receive both chips and dessert in their bagged meals.
4. The Contractor shall ensure that meals for juvenile offenders and pregnant females are compliant with established diet/RDA requirements for the State of Florida and appropriate regulating authorities.

5. Meals for staff working under emergency conditions will also receive both chips and a dessert with their meal.

G. The Contractor must provide a detailed plan to manage the food service operation during an emergency or major weather event such as a hurricane.

H. The plan must include at a minimum:

1. Crisis management and communication
2. Emergency Food storage inventory
3. A minimum of three (3) days' supply of food and drinkable water for both staff and inmates shall be stored on site at all times. County reserves the right to increase the food and drinking supply days up to 10 days as necessary.
4. Transportation protocol
5. Staffing protocol
6. Food preparation protocol
7. Food containment protocol (in the event coolers are non-functional or electricity is out for a period of time).

I. The menus shall be evaluated and approved annually by the Contractor's registered dietician and the Contract Monitor. Changes to the menus shall be evaluated and approved on a quarterly basis by the Contractor's registered dietician and Contract Monitor. The evaluations shall be conducted at the Contractor's sole expense.

J. Contractor must ensure that substitutions to the approved menus must be of equal nutritional quality to the item for which they are substituted.

K. Per 815.0.1.5, Inmates are to be given three wholesome, nutritious meals per day with no more than fourteen (14) hours between the evening meal and morning meals. Hot meals shall be served at least once daily. [FMJS 6.5][FCAC 21.05]

4-6 INVENTORY AND STORAGE

A. Food inventories purchased by the Contractor are the property of the Contractor and the Contractor is responsible for any loss, damage, or spoilage.

B. The Contractor shall be responsible for receiving all goods at the loading dock. The Contractor shall be responsible for the supervision of inmates receiving, unloading and storing food and related items.

C. The Contractor shall, on a weekly basis, take a physical inventory of food and supply items and that inventory shall be made available to the Contract Monitor.

D. Food storage spaces available at the current kitchen facility are:

1. Freezer 329 sq. ft.
2. Cold storage 429 sq. ft.
3. Dry storage 589 sq. ft.
4. Janitorial 40 sq. ft.

E. Food storage, preparation and designated kitchen spaces available at the new facility will be as follows:

1. Bulk Dry food storage= 1800 square feet
2. Secure food storage= 300 square feet
3. Non-food storage=200 square feet
4. Bulk Freezer=450 square feet
5. Thaw cooler=280 square feet
6. Bulk Vegetable/Dairy cooler=280 square feet
7. Vegetable/cold food preparation area=700 square feet
8. Tray Assembly area=1000 square feet
9. Cart parking=450 square feet
10. Inmate break area=100 square feet
11. Main Kitchen office=70 square feet
12. CO office=70 square feet
13. Tool closet=40 square feet
14. Storage cooler=400 square feet
15. (F)Staff toilet/locker=60 square feet
16. (M)Staff toilet/locker=60 square feet
17. Inmate toilet= 50 square feet
18. Main cooking area=1800 square feet
19. Diet area=200 square feet
20. Cook's cooler= 170 square feet
21. Secure spice cage=40 Square feet
22. Janitor's closet=40 square feet
23. Pot washing are=400 square feet
24. Chemical storage=100 square feet
25. Dishwashing area=700 square feet
26. Cart washing=100 square feet
27. Trash room=300 square feet

NOTE: Upon completion of new facility kitchen, the current kitchen facility will no longer be utilized.

4-7 DISPOSABLES/EXPENDABLES

The Contractor shall furnish all disposables and expendable items related to regular meal service. This shall include, but not be limited to:

1. All paper goods
2. All plastic goods
3. All Styrofoam goods
4. All chemicals utilized during the course of service, delivery and cleanup

5. All chemicals and expendable items utilized to maintain the cleanliness of the kitchen and surrounding areas utilized by the Contractor

6. Gloves

7. Bags and any/all other expendable items used in the Contractor's operation to include all service and delivery.

4-8 FOOD DELIVERY AND SERVICE

The Contractor is solely responsible for the delivery of food to the various facilities to include any needed equipment to ensure proper preparation, delivery and management and compliance with established food service standards.

A. The Contractor shall deliver meals to each of the facilities. Escambia County Corrections personnel will accept delivery and supervise the service of the food at the individual cells by inmate workers.

B. Food delivery carts must be easily cleanable and shall have casters/tires that will not mar the facilities floors. Damaged casters/tires will be replaced immediately, and carts will not be used until proper repairs are completed.

C. The Contractor shall ensure the delivery of food at established temperatures consistent with code and other requirements. Food items delivered "off-temperature" will be rejected and must be replaced at no cost to the County.

D. The Contractor shall monitor, document and submit to the Contract Monitor, as requested, minimum and maximum food temperatures at point of service. Hot food shall be delivered at a minimum temperature of 140* Fahrenheit and cold food shall be stored at a maximum temperature of 41* Fahrenheit with a two-hour window for necessary preparation, distribution and service.

4-9 EQUIPMENT AND FACILITIES

A. Currently owned Escambia County Corrections food service equipment shall remain the property of Escambia County. A complete inventory of existing/current equipment is attached (**Attachment A)**.

B. The Contractor will be able to use the equipment that exists in the current kitchen until the opening of the new kitchen scheduled for July 2020. If Contractor determines that additional equipment items are needed in order to operate the existing kitchen prior to the new kitchen opening, the winning Contractor will be responsible for purchasing those items.

C. Once the current kitchen closes it will no longer be used and Escambia County will determine disposition of said equipment.

D. Escambia County Corrections will equip, at no cost to the Contractor, the new kitchen with all equipment items needed to operate the facility. **However, the exception being that the Contractor will provide new serving trays upon opening of the new kitchen. It is estimated that an additional 250 trays will be needed upon completion of the new facility.**

Once the Contractor moves into the new kitchen and begins using the new equipment furnished by Escambia County, the Contractor will ensure that all necessary maintenance and warranty work on the new equipment are completed at no cost to Escambia County. All maintenance and warranty work on all equipment is the responsibility of the Contractor.

The current projected date of moving from the existing kitchen facility into the new kitchen facility is July 2020. **The Proposer shall provide a detailed transition plan for this move to include:**

1. Plan to overcome operations and transition challenges
2. Proposed Gant Chart for transitioning to the new kitchen facility
3. Detailed communications plan
4. Quality Assurance plan
5. Security plan

Note: In the event the selected firm is asked to provide input on the set up or final design of the new kitchen, Escambia County will not compensate for any staff time.

E. Once the new kitchen is operational, the Contractor becomes fully responsible for purchasing and maintaining all kitchen equipment and food services equipment for the remainder of the contract. When new equipment is needed, the Contractor shall purchase and install only new commercial and/or institutional quality equipment.

F. The Contractor shall be responsible for the replacement of all equipment that becomes unserviceable. Replacement of non-serviceable items and equipment will be coordinated through the Contract Monitor. The Contractor shall take all reasonable and prudent measures necessary to ensure that equipment is properly used and maintained.

Note: All equipment purchases shall be approved by the Escambia County Corrections Contract Monitor in writing prior to purchase.

G. Not later than seven (7) days prior to the contract start/service commencement date, the County will provide the Contractor with an up to date inventory of all equipment and a joint inventory of all equipment items will be conducted.

H. All equipment will be inventoried throughout the contract period and immediately prior to the termination of the Contract.

I. The Contractor shall ensure that all equipment turned over to Escambia County at the end of the contract period is in excellent working order.

4-10 SAFETY AND SANITATION

A. The Contractor shall be responsible for supplying all disposable cleaning supplies, including, but not limited to, chemicals, hand soaps, dishwashing detergents, paper towels, trash bags, rags, gloves, goggles, mops, mop buckets, brooms, dustpans, floor squeegees and any other supplies necessary for cleaning and sanitation not specifically listed as supplied by the County.

B. All sanitation and cleaning supplies must comply with established security requirements of Escambia County Corrections General Order 806.9 Hazardous Material Control.

C. The Contractor shall cooperate with all inspections required by all appropriate authorities and Contract Monitor.

D. The Contractor shall participate with the Department's internal Fire Safety, Sanitation and Security Inspections and respond, in accordance with Escambia County Correction Timelines, to deficiencies identified during inspections as scheduled by the Corrections Department.

E. All sanitation, janitorial, safety, cleaning duties and vermin extermination requirements are the responsibility of the contractor. This responsibility includes all food service areas, including but not limited to:

1. Kitchen and food preparation areas
2. All storage areas utilized for food services
3. Kitchen loading dock, including all the area within the secure perimeter of the loading dock
4. All sidewalks, staging areas and concrete areas attached/leading to the kitchen
5. Delivery vehicles

F. The Contractor shall submit a safety plan to Escambia County Corrections Department prior to the Service Commencement Date. The Contractor shall ensure that its safety plan complies, at a minimum, with all Escambia County Corrections Department Operating Standards.

G. The Contractor shall ensure that all hazardous materials and substances are stored and used in compliance with all Operating Standards.

H. The Contractor's transportation and/or disposal of any waste shall be in compliance with all Escambia County Corrections Department Operating Standards.

4-11 STAFFING AND SCHEDULING

The Contractor shall recognize that the Escambia County Corrections Department will provide security personnel, however, the Contractor's staff shall, at all times, abide by and be mindful of the security regulations of the Escambia County Corrections Department. The Contractor's staff are required to report any security related issues to Escambia County Corrections staff immediately.

A. The Contractor shall submit their proposed standard staffing schedule for all shifts to the Contract Monitor for review and approval prior to beginning operations. Any change to the final accepted schedule must be approved by the Contract Monitor, in writing, prior to implementation.

B. The Contractor shall establish and adhere to a minimum staffing level for each shift.

C. The Escambia County Corrections Department shall provide approximately 20 inmates on shifts A and B, and approximately 12 inmates on shift C, to the Contractor for inmate meal production. Inmate workers assigned to the Contractor shall be supervised by the Contractor for purposes of determining their suitability for continued work within the food service areas.

D. The Escambia County Corrections Department shall provide a minimum of one full time Correctional Officer for each shift. The officer's assigned working post will be in the kitchen.

E. At the Department's request, the Contractor's employees shall complete a 16-hour (or more at the discretion of Escambia County Corrections) course on security and

inmate manipulation, taught by the training unit of Escambia County Corrections Department. The Contractor's employees may be required to attend additional training as determined by Escambia County Corrections Department.

F. All Contractor's employees shall be attired in a standard uniform, supplied by the Contractor, and always maintained in a clean and neat condition. Hats with brims will be worn forward, shirts will be kept tucked into the pants. Hairnets or other approved hair restraints are required whenever in the kitchen area. Employees must always maintain proper identification and be in uniform when on jail property.

G. Food service training for inmates shall be consistent with applicable Operating Standards.

CULINARY ARTS/RE-ENTRY/COMMUNITY OUTREACH INITIATIVES SCOPE OF SERVICE

4-12 INTRODUCTION

Escambia County Corrections Department desires to develop programs that benefit inmates, community corrections offenders and the community. There is a substantial need for programs that emphasize vocational/education training opportunities, employability skills and job placement. While the Contractor has flexibility to develop programs that achieve these goals, one component of it must include culinary arts and employability skills. Partnerships with existing community agencies that have a history of success are highly encouraged. A second program component shall include a plan for job placement of successful participants. Again, partnerships with the community are highly encouraged.

4-13 SCOPE

Within thirty (30) days of contract award, the Contractor must provide a plan for design and implementation of an initiative, to Corrections Department Staff, that includes:

A. Inmate/Offender industry standard culinary training to include food handling certifications

B. Employability training to include Job Readiness/Job Placement training and job placement in the community

4-14 EXAMPLES

As part of the plan for design and implementation of program initiatives, the Contractor shall provide a description of Culinary Arts. Include skills to be learned, as well as any certifications obtained. Length of program and capacity should be included.

4-15 EMPLOYABILITY TRAINING

As part of the plan for design and implementation of program initiatives, the Contractor shall provide a description of an Employability Skills program. Include skills to be learned, as well as any certifications obtained. Length of program and capacity should be included. Include information regarding the experience, certifications or licensing and capacity of any partner agencies.

4-16 JOB PLACEMENT / RE-ENTRY / COMMUNITY OUTREACH

As part of the plan for design and implementation of program initiatives, the Contractor shall address how they intend to connect inmates with jobs and to reduce barriers for offenders and inmates seeking employment. The Contractor shall identify community partnerships, including with the private sector that will facilitate participant re-entry and provide gainful employment. The Contractor must also demonstrate an understanding of the emphasis

placed on developing collaborative partnerships with the local education, businesses, not-for-profit and/or vocational training community.

4-17 STAFFING

As part of the plan for design and implementation of program initiatives, the Contractor shall provide a description of planned staffing for Culinary Arts Training, Employability Skills Training and Job Placement, including Provider staff and staff of any Partner Agency. Resumes for each proposed staff shall be submitted with the proposal.

4-18 FACILITIES

The Escambia County Main Jail includes an approximately 900 square foot kitchen space, which includes a serving area, dry storage and walk-in cooler and freezer. Upon completion of the new facility this area will be replaced with an approximately 10,160 square foot kitchen, which will include a serving area, dry storage and walk-in cooler and freezer. In addition, there are classrooms for use in both Culinary Arts and Employability Skills training.

4-19 OUTCOMES

As part of the plan for design and implementation of program initiatives, the Contractor shall identify measurable outcomes that will be reported, such as number of individuals trained, number of successful job placements, etc. Identify any other participant or community benefits resulting from this/these partnerships.

Below are examples of possible Community Outreach initiatives that might be included as proposed outcomes. These are suggested programs and potential contacts and the County is open to proposals that are not on the list. Escambia County has not contacted any of the businesses, organizations or agencies listed and have no knowledge as to whether they are interest in participating with this program. These lists are provided for example only.

A. Partner with local vocational or technical institutes for culinary training for inmates and offenders on community supervision

B. Provide culinary arts scholarships for community offenders and inmates

C. Develop an ex-offender employment initiative with the local culinary industry

4-20 PERSONAL SECURITY AND RIGHT TO INSPECT

The following are specific conditions and rules that must be followed while providing services at any Corrections Facilities.

A. Personnel

1. All Contractor employees shall carry a valid ID at all times.

2. The Contractor shall provide a list of all employees that will be working inside any Corrections facility. A full criminal history shall be run on each employee by the Corrections Department at no cost to the Contractor. No Contractor employee will be allowed to work inside any Corrections facility if they are on active probation, home confinement, and parole or have been arrested within the last five (5) years or have been arrested for any crime involving violence, drugs, or theft. The Contractor employee list shall include:

a) Employee's full name

b) Employee's date of birth

c) Employee's race/sex

d) Employee's Social Security number

e) Employee's Driver's License number

3. Only authorized employees of the Contractor shall be allowed to work at any Corrections facility. WORK RELEASE INMATES ARE NOT AUTHORIZED TO WORK ON ANY CORRECTIONS FACILITY CONTRACT.

4. Contractor's employee shall wear their Contractor issued ID on the collar of their shirt at all times while in any Corrections facility. This ID will be issued to each Contractor employee at the Escambia County Human Resources Department and will only be given upon surrendering of a valid personal ID.

5. If an ID is lost, the Contractor's employee shall report it immediately to their escort officer.

6. In the event of an emergency, the Contractor's employee shall report it to the nearest Corrections staff member. They will contact 911.

7. The Contractor's employees shall always follow the direction of the escort officer.

8. The Contractor's employees shall not bring tobacco or tobacco products inside any Corrections facility or on top of any roof or within any Corrections facility fence line.

9. The Contractor's employees shall not bring or wear hats or sunglasses inside any Corrections facility.

10. The Contractor's employees shall not bring any cell phones inside the facility unless authorized by Corrections.

11. Contractor vehicles shall have the windows rolled up and be locked at all times and parked in only pre-authorized areas.

12. The Contractor shall ensure that during breaks, if a Contractor's employee leaves an area, all tools must be removed.

13. All Contractor tools will be inventoried going into and out of a Corrections facility. Contractor shall ensure that employees take in only what is needed to perform the services.

14. At the end of each workday, the Contractor shall ensure that all tools and debris are collected. The Contractor shall conduct an inspection of all areas to ensure all tools are accounted for and properly stored.

15. No illegal drugs or drug paraphernalia are allowed in the compound.

16. No weapons, guns or ammunition are allowed in any Corrections facility.

17. The Contractor shall ensure that no inmate interaction occurs. The Contractor's employees shall not talk to or give or receive anything from an inmate, including cigarettes.

18. The Contractor shall only use storage areas approved at the beginning of the contract, unless otherwise permitted by an authorized County representative.

19. The Contractor shall not leave clothing unattended, including hats and sunglasses.

20. The Contractor and their employees shall be subject to search upon entering or exiting the facility. The Contractor shall also make employees aware that random searches may be conducted while they are within the facility at any time.

21. Immediate verbal and written notification to the Chief of Corrections or designee and the Contract Monitor is required upon the arrest of any employee of the Contractor employed at the Facilities.

22. The Chief of Corrections or designee retains sole discretion over the decision of whether to allow any prospective employee or volunteer permission to enter the Escambia County Corrections Department's grounds or Facilities.

B. Security

1. The Contractor will comply with all security regulations, guidelines and requirements, including applicable Escambia County Corrections Department's Administrative Orders and Food Service Unit's Standard Operating Procedures regarding security issues. The senior Escambia County Corrections Officer on shift will determine whether any action taken by an employee of the Contractor constitutes a violation of security regulations serious enough to warrant immediate review.

2. The Contractor will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with its services or performance of its operation. The contractor shall take all reasonable precautions for the safety of and will provide all reasonable protection to prevent damage, injury or loss to: employees on the job and all other persons who may be affected thereby; all property, materials and equipment under the care, custody or control of the contractor. The contractor will comply with all applicable safety rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss In any emergency affecting the safety of persons or property, the contractor will act with reasonable care and discretion, to prevent any threatened damage, injury or loss.

3. All employees of the Contractor shall conduct themselves in a professional and appropriate manner while at the Escambia County Correctional Facilities. The Chief of Corrections or designee retains sole discretion over whether to permit any individual to enter the grounds or facilities.

C. Right of Inspection

The Contractor shall permit ECCD personnel to inspect all parts of the food service areas without notice at any time, if in the sole opinion of the senior ECCD Corrections Officer on duty, security, safety or sanitation are in question. Th Contractor Monitor shall be provided access to all areas under the control of the Contractor at any time, as well as unrestricted access to all Contractors' documents pertaining to the operation of the ECCD food services sections, with or without advance notice form the Contract Monitor.

4-21 VALUE ADDED/OPTIONAL SERVICES

In addition to the required food services listed above, the Escambia County Corrections Department has an interest in the provision of staff dining upon completion of the new facility (estimated completion is July 2020). Upon completion of the new facility, the staff dining area will be located adjacent to the kitchen. As this is not currently an option for Escambia County Corrections staff members, there is no data regarding anticipated utilization. It is anticipated that staff meals be provided seven days per week to accommodate day and night shift employees.

A. The Contractor should provide a plan for the provision of staff dining meals to include the meal cost and the method proposed for collection.

B. The Contractor is to provide a proposal (with this proposal) which identifies their plan for providing staff dining during a 24-hour day. The proposal shall be for a meal of at least the quality of the inmate meals and with comparable cost.

C. Inmate workers will not be authorized for use with the preparation or service of staff meals, however, may be utilized for cleanup and scullery duties.

D. Suggested menu options can include, but are not limited to, bulk produced/served meals, A La Carte menu and/or “ready to go” menu options. Sample menus for all proposed/suggested menus should be included.

E. The employee break/dining area will consist of the following:

1. 8’ millwork with a sink
2. 580 square feet of space
3. 24 staff persons users at once
4. 120V outlets non-secure
5. 120V outlet GFI
6. Hot water
7. Cold water
8. Waste drain
9. Floor drain
10. Sprinkler heads
11. 24 stacking chairs
12. Six (6) 72”x 30” folding tables
13. Large waste receptacle
14. Recycle waste receptacle
15. Microwave

NOTE: There is space for a serving line to be installed, however it is not on the current FF&E list for the new facility. A serving line can be installed at Contractor’s expense.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 15, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 18-19.111 Escambia County Inmate Food Service and Associated Community Outreach Programs for Jail and Work Release Facilities

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 provides answers to questions on the following pages.

Please also note that the Pre-Solicitation conference held on January 6, 2019 did not cover any of the requirements for the Outreach Program as defined in the solicitation beginning on Page 27 of 45 "Proposal B – Food Service and Culinary Arts, Re-Entry, & community Outreach Initiative." Please review these requirements and send in any questions that your firm may have as this is a critical component to the solicitation.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

JDL

213 South Palafox Place, 2nd Floor •Pensacola, Florida 32502
P.O. Box 1591 • Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

Q1. Due to the quick turnaround time after getting answers to questions and the complexity of the proposal, would it be possible to get an extension on the due date?

A1. The deadline for questions to be submitted has been changed from ~~January 15, 2020~~, to 5:00 PM CST, January 22, 2019.

The deadline for Solicitation Responses has been changed from ~~4:00 PM CST January 21, 2019~~, to 4:00 PM CST January 28, 2019.

Q2. Could the County please provide a copy of the last three months of vendor billings?

A2. Please see the attached document on the pages that follow.

Q3. Could the County please provide a copy of the current food service contract?

A3. A copy of the original Agreement and an Amendment of Agreement are both attached on the following pages.

Q4. Could the County please provide a copy of the current inmate menu?

A4. This information is contained in the pages that follow.

Q5. Could the County please provide the number of special diets (religious, medical, juvenile, etc.)?

A5. Per the current vendor, the following are the special meals provided over the last quarter:

- *Kosher 468*
- *Vegan 3,120*
- *Diabetic 2,769*
- *Pregnancy 1,014*
- *Adolescent 1,170*
- *Milk Intolerance 117*
- *Gluten-Restricted 312*
- *Renal 273*
- *GI Soft 39*
- *Clear Liquid 39*
- *Full Liquid 39*
- *Diabetic Snack 2,769*

Q6. Will bag meals be acceptable instead of cold meals served on a tray?

A6. Yes.

Q7. Will the County allow for the cold meal to be served at dinner?

A7. No.

Q8. Is the vendor or the County responsible for trash removal?

A8. The County has an agreement in place for the emptying of dumpsters. Should the vendor desire to create any changes in the current set-up, the vendor will need to work with Corrections to develop a mutually beneficial plan within the current cost structure.

The vendor is responsible for supplying trash bags. The Jail provides the trash cans.

Q9. Once the new facility opens, will the vendor be responsible for transporting any food between locations?

A9. No.

Q10. Who pays for pest control in the kitchen?

A10. The County has an agreement in place with Florida Pest Control. As of the writing of this addendum, there have been few pest-control issues.

This will likely be an item worth discussing during negotiations with the selected vendor. Should the County be required to add service visits for pest control issues that are not the fault of the pest control vendor or the County, that should be an expense that is handled by the vendor. However, pest control issues would likely be indicative of other, larger issues that would need to be handled by the vendor based on the scope of service.

Q11. Are beverages served in reusable cups or disposable?

A11. Disposable.

Q12. Do inmates use reusable utensils or disposable?

A12. Only disposable spoons are used.

Q13. RFP states that the vendor must have on hand three days of water for inmates and staff. Is there a storage area provided for this?

A13. Yes.

Q14. Are bulk beverages allowed to be served or is it individual packets?

A14. Individual packets of dry powder.

Q15. If bulk is allowed, does the facility have Cambro-type dispensers or will the vendor need to supply dispensers?

A15. See previous response.

Q16. Could the County please provide a list of equipment and the layout of the new kitchen?

A16. Please see the attached document on the pages that follow.

Q17. Will there be a hood installed in the staff dining area of the new facility or is it the County's intention that items will be prepared in the main kitchen and then transported to the staff dining area?

A17. No hood in the staff dining area.

Q18. Where is the staff dining area in relation to the kitchen?

A18. Staff dining is attached to the kitchen.

Q19. Please provide the tray specifications and confirm that the 250 estimated new trays are all that will need to be provided.

A19. As discussed in the pre-solicitation conference, the additional trays are required solely for expanded population that will exist in the new facility and new trays are <u>not</u> required for the entire population.

The tray specifications are provided in the pages that follow.

Q20. Can the County please provide a copy of the current vendor's staff schedule?

A20. Please see the attached document on the pages that follow.

Q21. In reference to the term of the contract on RFP page 13 of 45, Section 18, please clarify the possible length of the agreement.

A21. The initial term of the agreement is for thirty-six (36) months. The agreement will include up to two (2) twelve-month renewals upon mutual agreement by both parties. The total possible term of the agreement is sixty (60) months.

Q22. During the pre-solicitation meeting it was mentioned that delivery of meals to the Work Release facility will no longer be required once the new jail facility is open. The Average Daily Population scale on RFP page 22 of 45 shows that one hundred inmates will be located at the Work Release facility. Please provide confirmation and/or clarification in order to determine if a transportation vehicle will be required by the vendor for meal delivery to the Work Release facility.

A22. The vendor will be responsible for meal delivery to the Work Release facility.

Q23. Will there be any fixed kitchen equipment brought over from the old jail to the new jail?

A23. No.

Q24. Given the challenges with turnover and staffing in the Corrections industry, is it the desire of Escambia Count to have the successful food service contractor keep all pay rates the same as they exist today? If so, based on experience the pay rates range from $12.00-$15.00 ($12.73 average per hour) and Food Service Manager at $50,000 annually.

A24. To our knowledge, the County did not set the pay rate for the current agreement and there are no plans to set the pay rate for the next agreement.

INVOICE

Correctional Services
Terms: Due upon presentation
Make checks payable to: "ARAMARK Correctional Services, LLC"
MAIL ALL REMITTANCES TO
Aramark Dallas Lockbox
P O Box 978839
Dallas, Tx 75397-8839

TO:
Escambia Board of County Commissioners

IMPORTANT
Include INVOICE NUMBER and REMITTANCE COPY

Attention:

Invoice Number: 000008411-000212
Invoice Date: November 6, 2019
Amount Due: $106,385.94

For additional information on this Invoice, please call
PAM MEYERS 321-443-5274

Date		# meals	$/meal	Amount
10/1/2019	Meals	4,001	$0.8874	$3,550.49
10/2/2019	Meals	3,915	$0.8874	$3,474.17
10/3/2019	Meals	3,916	$0.8874	$3,475.06
10/4/2019	Meals	3,877	$0.8874	$3,440.45
10/5/2019	Meals	3,825	$0.8874	$3,394.31
10/6/2019	Meals	3,847	$0.8874	$3,413.83
10/7/2019	Meals	3,799	$0.8874	$3,371.23
10/8/2019	Meals	3,894	$0.8874	$3,455.54
10/9/2019	Meals	3,976	$0.8874	$3,528.30
10/10/2019	Meals	4,074	$0.8874	$3,615.27
10/11/2019	Meals	3,920	$0.8874	$3,478.61
10/12/2019	Meals	3,837	$0.8874	$3,404.95
10/13/2019	Meals	3,879	$0.8874	$3,442.22
10/14/2019	Meals	4,015	$0.8874	$3,562.91
10/15/2019	Meals	4,063	$0.8874	$3,605.51
10/16/2019	Meals	3,923	$0.8874	$3,481.27
10/17/2019	Meals	3,860	$0.8874	$3,425.36
10/18/2019	Meals	3,904	$0.8874	$3,464.41
10/19/2019	Meals	3,789	$0.8874	$3,362.36
10/20/2019	Meals	3,830	$0.8874	$3,398.74
10/21/2019	Meals	3,789	$0.8874	$3,362.36
10/22/2019	Meals	3,829	$0.8874	$3,397.85
10/23/2019	Meals	4,061	$0.8874	$3,603.73
10/24/2019	Meals	3,938	$0.8874	$3,494.58
10/25/2019	Meals	3,822	$0.8874	$3,391.64
10/26/2019	Meals	3,594	$0.8874	$3,189.32
10/27/2019	Meals	3,618	$0.8874	$3,210.61
10/28/2019	Meals	3,758	$0.8874	$3,334.85
10/29/2019	Meals	3,852	$0.8874	$3,418.26
10/30/2019	Meals	3,839	$0.8874	$3,406.73
10/31/2019	Meals	3,641	$0.8874	$3,231.02
Total Meals		119,885		

Sub Total	$106,385.94
Total Amount Due	$106,385.94

Authorized ARAMARK Signature [signature] 11/11/19 Date

~~**Commander Signature**~~ [signature] 12/5/19 Date

INVOICE

Correctional Services

Terms: Due upon presentation

Make checks payable to: "ARAMARK Correctional Services, LLC"

MAIL ALL REMITTANCES TO

Aramark Dallas Lockbox

P O Box 978839

Dallas, Tx 75397-8839

TO:

Escambia Board of County Commissioners

IMPORTANT

Include INVOICE NUMBER and REMITTANCE COPY

Attention:

Invoice Number: **000008411-000213**

Invoice Date: **November 6, 2019**

Amount Due: **$3,873.52**

For additional information on this Invoice, please call

PAM MEYERS 321-443-5274

Date		# Meals	$/meal	Amount
10/1/2019	Meals	135	$0.8874	$119.80
10/2/2019	Meals	135	$0.8874	$119.80
10/3/2019	Meals	135	$0.8874	$119.80
10/4/2019	Meals	135	$0.8874	$119.80
10/5/2019	Meals	150	$0.8874	$133.11
10/6/2019	Meals	165	$0.8874	$146.42
10/7/2019	Meals	135	$0.8874	$119.80
10/8/2019	Meals	135	$0.8874	$119.80
10/9/2019	Meals	135	$0.8874	$119.80
10/10/2019	Meals	135	$0.8874	$119.80
10/11/2019	Meals	135	$0.8874	$119.80
10/12/2019	Meals	150	$0.8874	$133.11
10/13/2019	Meals	165	$0.8874	$146.42
10/14/2019	Meals	135	$0.8874	$119.80
10/15/2019	Meals	135	$0.8874	$119.80
10/16/2019	Meals	135	$0.8874	$119.80
10/17/2019	Meals	135	$0.8874	$119.80
10/18/2019	Meals	135	$0.8874	$119.80
10/19/2019	Meals	150	$0.8874	$133.11
10/20/2019	Meals	165	$0.8874	$146.42
10/21/2019	Meals	135	$0.8874	$119.80
10/22/2019	Meals	135	$0.8874	$119.80
10/23/2019	Meals	135	$0.8874	$119.80
10/24/2019	Meals	135	$0.8874	$119.80
10/25/2019	Meals	135	$0.8874	$119.80
10/26/2019	Meals	150	$0.8874	$133.11
10/27/2019	Meals	165	$0.8874	$146.42
10/28/2019	Meals	135	$0.8874	$119.80
10/29/2019	Meals	135	$0.8874	$119.80
10/30/2019	Meals	135	$0.8874	$119.80
10/31/2019	Meals	135	$0.8874	$119.80
Total Meals		4365		

Sub Total $3,873.52

Total Amount Due $3,873.52

Authorized ARAMARK Signature _____ 11/11/19 Date

Commander Signature _____ Date

INVOICE

Correctional Services
Terms: Due upon presentation
Make checks payable to: "ARAMARK Correctional Services, LLC"
MAIL ALL REMITTANCES TO
Aramark Dallas Lockbox
P O Box 978839
Dallas, Tx 75397-8839

TO:
Escambia Board of County Commissioners

IMPORTANT
Include INVOICE NUMBER and REMITTANCE COPY

Attention:

Invoice Number: 000008411-000216
Invoice Date: December 3, 2019
Amount Due: $100,517.57

For additional information on this invoice, please call
PAM MEYERS 321-443-5274

Date		# meals	$/meal	Amount
11/1/2019	Meals	3,843	$0.8874	$3,410.28
11/2/2019	Meals	3,786	$0.8874	$3,359.70
11/3/2019	Meals	3,697	$0.8874	$3,280.72
11/4/2019	Meals	3,708	$0.8874	$3,290.48
11/5/2019	Meals.	3,706	$0.8874	$3,288.70
11/6/2019	Meals	3,949	$0.8874	$3,504.34
11/7/2019	Meals	3,942	$0.8874	$3,498.13
11/8/2019	Meals	3,864	$0.8874	$3,428.91
11/9/2019	Meals	3,707	$0.8874	$3,289.59
11/10/2019	Meals	3,692	$0.8874	$3,276.28
11/11/2019	Meals	3,872	$0.8874	$3,436.01
11/12/2019	Meals	3,862	$0.8874	$3,427.14
11/13/2019	Meals	3,827	$0.8874	$3,396.08
11/14/2019	Meals	3,841	$0.8874	$3,408.50
11/15/2019	Meals	3,813	$0.8874	$3,383.66
11/16/2019	Meals	3,703	$0.8874	$3,286.04
11/17/2019	Meals	3,813	$0.8874	$3,383.66
11/18/2019	Meals	3,798	$0.8874	$3,370.35
11/19/2019	Meals	3,815	$0.8874	$3,385.43
11/20/2019	Meals	3,810	$0.8874	$3,380.99
11/21/2019	Meals	3,851	$0.8874	$3,417.38
11/22/2019	Meals	3,747	$0.8874	$3,325.09
11/23/2019	Meals	3,644	$0.8874	$3,233.69
11/24/2019	Meals	3,617	$0.8874	$3,209.73
11/25/2019	Meals	3,702	$0.8874	$3,285.15
11/26/2019	Meals	3,900	$0.8874	$3,460.86
11/27/2019	Meals	3,773	$0.8874	$3,348.16
11/28/2019	Meals	3,544	$0.8874	$3,144.95
11/29/2019	Meals	3,697	$0.8874	$3,280.72
11/30/2019	Meals	3,749	$0.8874	$3,326.86
	Meals	0	$0.8874	$0.00
	Total Meals	113,272		

Sub Total	$100,517.57
Total Amount Due	$100,517.57

Authorized ARAMARK Signature _____ 12/4/19 Date

Commander Signature _____ Date

INVOICE

Correctional Services
Terms: Due upon presentation
Make checks payable to: "ARAMARK Correctional Services, LLC"
MAIL ALL REMITTANCES TO
Aramark Dallas Lockbox
P O Box 978839
Dallas, Tx 75397-8839

TO:
Escambia Board of County Commissioners

IMPORTANT
Include INVOICE NUMBER and REMITTANCE COPY

Attention:

Invoice Number: 000008411-000217
Invoice Date: December 3, 2019
Amount Due: $3,707.56

For additional information on this Invoice, please call
PAM MEYERS 321-443-5274

Date		# Meals	$/meal	Amount
11/1/2019	Meals	135	$0.8874	$119.80
11/2/2019	Meals	135	$0.8874	$119.80
11/3/2019	Meals	135	$0.8874	$119.80
11/4/2019	Meals	135	$0.8874	$119.80
11/5/2019	Meals	135	$0.8874	$119.80
11/6/2019	Meals	135	$0.8874	$119.80
11/7/2019	Meals	135	$0.8874	$119.80
11/8/2019	Meals	135	$0.8874	$119.80
11/9/2019	Meals	150	$0.8874	$133.11
11/10/2019	Meals	165	$0.8874	$146.42
11/11/2019	Meals	135	$0.8874	$119.80
11/12/2019	Meals	135	$0.8874	$119.80
11/13/2019	Meals	135	$0.8874	$119.80
11/14/2019	Meals	135	$0.8874	$119.80
11/15/2019	Meals	135	$0.8874	$119.80
11/16/2019	Meals	150	$0.8874	$133.11
11/17/2019	Meals	143	$0.8874	$126.90
11/18/2019	Meals	135	$0.8874	$119.80
11/19/2019	Meals	135	$0.8874	$119.80
11/20/2019	Meals	135	$0.8874	$119.80
11/21/2019	Meals	135	$0.8874	$119.80
11/22/2019	Meals	135	$0.8874	$119.80
11/23/2019	Meals	150	$0.8874	$133.11
11/24/2019	Meals	165	$0.8874	$146.42
11/25/2019	Meals	135	$0.8874	$119.80
11/26/2019	Meals	135	$0.8874	$119.80
11/27/2019	Meals	135	$0.8874	$119.80
11/28/2019	Meals	135	$0.8874	$119.80
11/29/2019	Meals	135	$0.8874	$119.80
11/30/2019	Meals	150	$0.8874	$133.11
	Meals	0	$0.8874	$0.00
	Total Meals	4178		

Sub Total	$3,707.56
Total Amount Due	$3,707.56

Authorized ARAMARK Signature _____ Date 12/4/19

Commander Signature _____ Date

INVOICE

Correctional Services
Terms: Due upon presentation
Make checks payable to: "ARAMARK Correctional Services, LLC"
MAIL ALL REMITTANCES TO
Aramark Dallas Lockbox
P O Box 978839
Dallas, Tx 75397-8839

TO:
Escambia Board of County Commissioners

IMPORTANT
Include INVOICE NUMBER and REMITTANCE COPY

Attention:

Invoice Number: 000008411-000220
Invoice Date: January 1, 2020
Amount Due: $100,940.88

For additional information on this invoice, please call
PAM MEYERS 321-443-6274

Date		# meals	$/meal	Amount
12/1/2019	Meals	3,761	$0.8874	$3,337.51
12/2/2019	Meals	3,730	$0.8874	$3,310.00
12/3/2019	Meals	3,755	$0.8874	$3,332.19
12/4/2019	Meals	3,928	$0.8874	$3,485.71
12/5/2019	Meals	3,839	$0.8874	$3,406.73
12/6/2019	Meals	3,902	$0.8874	$3,462.63
12/7/2019	Meals	3,670	$0.8874	$3,256.76
12/8/2019	Meals	3,658	$0.8874	$3,246.11
12/9/2019	Meals	3,774	$0.8874	$3,349.05
12/10/2019	Meals	3,958	$0.8874	$3,512.33
12/11/2019	Meals	3,912	$0.8874	$3,471.51
12/12/2019	Meals	3,709	$0.8874	$3,291.37
12/13/2019	Meals	3,722	$0.8874	$3,302.90
12/14/2019	Meals	3,679	$0.8874	$3,264.74
12/15/2019	Meals	3,670	$0.8874	$3,256.76
12/16/2019	Meals	3,777	$0.8874	$3,351.71
12/17/2019	Meals	3,539	$0.8874	$3,140.51
12/18/2019	Meals	3,756	$0.8874	$3,333.08
12/19/2019	Meals	3,779	$0.8874	$3,353.48
12/20/2019	Meals	3,581	$0.8874	$3,177.78
12/21/2019	Meals	3,299	$0.8874	$2,927.53
12/22/2019	Meals	3,280	$0.8874	$2,910.67
12/23/2019	Meals	3,441	$0.8874	$3,053.54
12/24/2019	Meals	3,439	$0.8874	$3,051.77
12/25/2019	Meals	3,477	$0.8874	$3,085.49
12/26/2019	Meals	3,428	$0.8874	$3,042.01
12/27/2019	Meals	3,684	$0.8874	$3,269.18
12/28/2019	Meals	3,678	$0.8874	$3,263.86
12/29/2019	Meals	3,679	$0.8874	$3,264.75
12/30/2019	Meals	3,564	$0.8874	$3,162.69
12/31/2019	Meals	3,681	$0.8874	$3,266.52
Total Meals		113,749		

Sub Total	$100,940.88
Total Amount Due	$100,940.88

Authorized ARAMARK Signature _____ 1/2/20
Date

Commander Signature _____
Date

INVOICE

Correctional Services

Terms: Due upon presentation

Make checks payable to: "ARAMARK Correctional Services, LLC"

MAIL ALL REMITTANCES TO

Aramark Dallas Lockbox

P O Box 978839

Dallas, Tx 75397-8839

TO:

Escambia Board of County Commissioners

IMPORTANT

Include INVOICE NUMBER and REMITTANCE COPY

Attention:

Invoice Number: **000008411-0002121**

Invoice Date: **January 1, 2020**

Amount Due: **$3,900.14**

For additional information on this invoice, please call

PAM MEYERS 321-443-5274

Date		# Meals	$/meal	Amount
12/1/2019	Meals	165	$0.8874	$146.43
12/2/2019	Meals	135	$0.8874	$119.80
12/3/2019	Meals	135	$0.8874	$119.80
12/4/2019	Meals	135	$0.8874	$119.80
12/5/2019	Meals	135	$0.8874	$119.80
12/6/2019	Meals	135	$0.8874	$119.80
12/7/2019	Meals	150	$0.8874	$133.11
12/8/2019	Meals	165	$0.8874	$146.43
12/9/2019	Meals	135	$0.8874	$119.80
12/10/2019	Meals	135	$0.8874	$119.80
12/11/2019	Meals	135	$0.8874	$119.80
12/12/2019	Meals	135	$0.8874	$119.80
12/13/2019	Meals	135	$0.8874	$119.80
12/14/2019	Meals	150	$0.8874	$133.11
12/15/2019	Meals	165	$0.8874	$146.43
12/16/2019	Meals	135	$0.8874	$119.80
12/17/2019	Meals	135	$0.8874	$119.80
12/18/2019	Meals	135	$0.8874	$119.80
12/19/2019	Meals	135	$0.8874	$119.80
12/20/2019	Meals	135	$0.8874	$119.80
12/21/2019	Meals	150	$0.8874	$133.11
12/22/2019	Meals	165	$0.8874	$146.43
12/23/2019	Meals	135	$0.8874	$119.80
12/24/2019	Meals	135	$0.8874	$119.80
12/25/2019	Meals	135	$0.8874	$119.80
12/26/2019	Meals	135	$0.8874	$119.80
12/27/2019	Meals	135	$0.8874	$119.80
12/28/2019	Meals	150	$0.8874	$133.11
12/29/2019	Meals	165	$0.8874	$146.43
12/30/2019	Meals	135	$0.8874	$119.80
12/31/2019	Meals	135	$0.8874	$119.80
Total Meals		4395		

Sub Total	$3,900.14
Total Amount Due	$3,900.14

Authorized ARAMARK Signature _____ Date 1/2/20

Commander Signature _____ Date

2014-000985 BCC
Sept. 25, 2014 Page 18

Escambia County
Clerk's Original
09/25/2014/CAR II-15

Date: 10/03/2014 Verified By: [illegible]

AGREEMENT FOR INMATE FOOD SERVICE PD 13-14.065

THIS AGREEMENT is made this 25th day of September, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 23-2778485 and whose principal address is 1101 Market Street, Philadelphia, PA 19107.

WITNESSETH:

WHEREAS, on July 14, 2014, the County issued an Invitation to Bid (PD 13-14.065) for inmate food service for the Escambia County Jail; and

WHEREAS, Contractor was the most responsive and responsible bidder proposing to provide such services; and

WHEREAS, the County desires to enter into an agreement with Contractor for the provision of inmate food service as specified herein.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. Recitals. The recitals contained in the preamble of this Agreement are declared to be true and correct and are hereby incorporated into this Agreement.

2. Term. This Agreement shall commence on the effective date provided herein and continue for a term of three (3) years. Thereafter, the County and the Contractor may extend the contract for two additional one (1) year periods upon written mutual agreement.

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 Work. Contractor agrees to perform in accordance with the scope of work outlined in Escambia County's Invitation to Bid for Inmate Food Service for the Escambia County Jail, Specification No. P.D. 13-14.065 (the "Invitation to Bid"), attached hereto as **Exhibit "A"** as well as in accordance with the Contractor's Proposal to the Invitation to Bid, attached here to as **Exhibit "B"**. In the event of a conflict

between the terms of the Exhibit referenced above and this Agreement, the terms of this Agreement shall prevail.

4. Compensation. In exchange for Contractor's provision of the scope of services referenced in Section 3 above, County shall pay Contractor in accordance with the Bid Form, dated August 7, 2014, provided as part of the Contractor's Proposal, attached hereto as **Exhibit "C"**.

5. Price Adjustments. The per meal prices stated in the Contractor's Bid Form are firm for the period beginning on the Effective Date and ending on September 30, 2015. Thereafter, for each subsequent 12-month period, Contractor may submit a written request for price adjustment(s) no less than thirty (30) days prior to the anniversary of the Effective Date by an amount to be mutually agreed upon by the parties. Any increase price adjustment(s) shall be accompanied by written justification attesting that the request is a bonafide cost increase to the Contractor. All requests for price adjustment(s) shall be reviewed by the County and, if approved, shall be accomplished by written amendment to the agreement subject to the approval of the Board of County Commissioners.

6. Additional Services. Food, beverage and other services required or desired by the Facility outside the scope of this Agreement shall be provided by Contractor upon written authorization by the County at mutually agreed upon prices for such services.

7. Purchase Orders. The County shall issue written purchase orders to the Contractor. The task(s) to be accomplished shall be described in detail and the time frame in which it needs to be accomplished will be stated in the purchase order. No minimum quantity of work is guaranteed during the term of this agreement, and only those tasks assigned pursuant to a work order may be compensated.

8. Method of Billing. Contractor shall submit invoices to County on a monthly basis. Invoices shall reflect the amount due and owing for monthly fees with appropriate supporting documentation. The County agrees it shall make its best efforts to pay Contractor within thirty (30) days of receipt and approval of Contractor's invoice.

9. 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 or for convenience upon providing one hundred-eighty (180) days' written notice. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

10. 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.

11. 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.

12. 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.

13. 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: Aramark Correctional Services, LLC
Attention: Derek Harless
1101 Market Street
Philadelphia, PA 19107

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.

14. 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.

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. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

[Remainder of the page intentionally left blank]

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: 10/9/14

COUNTY:

BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

ATTEST: Pam Childers
Clerk of the Circuit Court

By:
Deputy Clerk

(SEAL)

By:
Lumon J. May, Chairman
Date Executed
10/03/2014
BCC Approved 09-25-2014

BOARD OF COUNTY COMMISSIONERS ESCAMBIA CO., FL SEAL

CONTRACTOR:

ARAMARK CORRECTIONAL SERVICES, LLC

By:
Mark Adams, Senior Vice President

Witness:

Witness:

Date: 9-30-14

AMENDMENT TO THE AGREEMENT FOR INMATE FOOD SERVICE PD 13-14.065

THIS AMENDMENT is made this 11th day of December, 2014 (hereinafter referred to as "Effective Date"), by and between Escambia County, Florida, a political subdivision of the State of Florida (hereinafter referred to as "County"), whose mailing address is 221 Palafox Place, Pensacola, Florida 32502, and Aramark Correctional Services, LLC (hereinafter referred to as "Contractor"), a limited liability company authorized to conduct business in the State of Florida, whose federal identification number is 23-2778485 and whose principal address is 1101 Market Street, Philadelphia, PA 19107.

WITNESSETH:

WHEREAS, on September 25, 2014, the County entered into an Agreement for Inmate Food Service for the Escambia County Jail; and

WHEREAS, the Parties have agreed to amend the term of the Agreement as provided herein; and

WHEREAS, as a result of said revision, 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 and conditions, promises, covenants and payments hereinafter set forth, the County and the Contractor agree as follows:

1. That the foregoing recitals are true and correct and incorporated herein by reference.

2. That Paragraph 2 of the Agreement shall read:

> 2. Term. This term of this Agreement shall commence on ~~the effective date provided herein~~ April 1, 2015, and continue for a term of three (3) years. Prior to the commencement date, Contractor and County may coordinate mutually agreeable dates/times for preparation of service areas. Said preparation shall not occur prior to March 1, 2015. Thereafter, the County and the Contractor may extend the contract for two additional one (1) year periods upon written mutual agreement.
>
> 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. That the Parties hereby agree that all other provisions of the Agreement that are not in conflict with the provisions of this Amendment shall remain in full force and effect.

4. That the effective date of this Amendment shall be on the date last executed by the Parties.

5. That this Agreement and any amendment thereto shall be governed by and construed in accordance with the laws of the State of Florida, and the Parties stipulate that venue for any state or federal court action or other proceeding relating to any matter which is the subject of this Agreement shall be in Escambia County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first written above.

COUNTY:
BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

By: _____
~~Lumon J. May, Chairman~~
Steven Barry, Chairman

Date: 12/11/2014

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

BCC Approved 12-11-2014

CONTRACTOR: ARAMARK CORRECTIONAL SERVICES, LLC

By: _____
Mark Adams, Vice President Finance

Date: 11-4-14

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: _____
Date: 11/13/14

Proposed:
Implemented:
Revised:

Escambia, FL

Weekly Average 2400 Calories Per Day

Week:

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Meal Name: Breakfast						
Bran Flakes Cereal	Creamy Sweetened Cinnamon Whole Grain Oatmeal *	Cheesy Grits	Toasted Oats Cereal	Creamy Sweetened Whole Grain Oatmeal *	Corn Grits	Creamy Sweetened Cinnamon Whole Grain Oatmeal *
Pancakes	Scrambled Eggs w/ Onions & Peppers	Creamy Country Gravy LS	Pancakes	Scrambled Egg w/ Cheese	Creamy Country Gravy LS	Cajun Potatoes LF
Syrup	Cajun Potatoes	Hash Browns LF	Syrup	Salsa	Cottage Fries LF	Streusel Coffeecake
Applesauce	Fresh Baked Roll	Bakery Biscuit	Whipped Margarine	O'Brien Potatoes LF	Bakery Biscuit	Whipped Margarine
Whipped Margarine	Margarine & Jelly	Fruit Drink w/ B 2, C, D, E & Calcium	Applesauce	Flour Tortilla	Fruit Drink w/ B 2, C, D, E & Calcium	Fruit Drink w/ B 2, C, D, E & Calcium
Morning Beverage	Fruit Drink w/ B 2, C, D, E & Calcium		Morning Beverage	Fruit Drink w/ B 2, C, D, E & Calcium		
Meal Name: Lunch						
Peanut Butter & Jelly Filling	T. Ham	T. Bologna	T. Salami	T. Ham	T. Bologna	T. Salami
Enriched Bread	Mustard	Cheese	Mustard	Cheese	Mustard	Cheese
Raw Vegetables	Enriched Bread	Mustard	Enriched Bread	Mustard	Enriched Bread	Mayo-Type Dressing
Fresh Baked Cookie	Fruit	Enriched Bread	Raw Vegetables	Enriched Bread	Fruit	Enriched Bread
Fruit Drink w/ Vitamin C	Fresh Baked Cookie	Fruit	Fresh Baked Cookie	Fruit	Fresh Baked Cookie	Fruit
	Fruit Drink w/ Vitamin C	Fresh Baked Cookie	Fruit Drink w/ Vitamin C	Fresh Baked Cookie	Fruit Drink w/ Vitamin C	Fresh Baked Cookie
		Fruit Drink w/ Vitamin C		Fruit Drink w/ Vitamin C		Fruit Drink w/ Vitamin C
Meal Name: Dinner						
Farmhouse Stew (2oz soy)	Crispy Chicken Patty	Sloppy Joe Filling	Rotini & Italian Sauce	Home-style Scalloped Potatoes	Tex-Mex Taco Filling	Roast Turkey
Green Beans	Mayo-Type Dressing	Hamburger Bun	Kettle Blend Mixed Vegetables	Peas & Carrots	Rice	Gravy
Garden Salad	Enriched Bread	BBQ Black Beans	Garden Salad	Creamy Coleslaw	Black Beans	Mashed Potatoes
Salad Dressing	Cottage Fries	Carrots	Salad Dressing	Bakery Biscuit	Shredded Lettuce	Irish Blend Vegetables
Southern Cornbread	Peas & Carrots	Frosted Fudge Brownie	Fresh Baked Roll	Whipped Margarine	Flour Tortilla	Bread Dressing
Whipped Margarine	Apple Spice Bar	Fruit Drink w/ Vitamin C	Whipped Margarine	Fruity Oatmeal Bar	Cheese Sauce	Frosted Fudge Brownie
Frosted Cake	Fruit Drink w/ Vitamin C		Frosted Cake	Fruit Drink w/ Vitamin C	Frosted Cake	Fruit Drink w/ Vitamin C
Fruit Drink w/ Vitamin C			Fruit Drink w/ Vitamin C		Fruit Drink w/ Vitamin C	

Proposed:
Implemented:
Revised:

Escambia, FL

Weekly Average 2400 Calories Per Day

Week: 2

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Meal Name: Breakfast						
Corn Grits	Bran Flakes Cereal	Creamy Sweetened Cinnamon Whole Grain Oatmeal *	Creamy Sweetened Whole Grain Oatmeal *	Toasted Oats Cereal	Creamy Sweetened Cinnamon Whole Grain Oatmeal *	Bran Flakes Cereal
Creamy Country Gravy LS	Pancakes	Breakfast Sausage	O'Brien Potatoes LF	Pancakes	Scrambled Eggs	Creamy Country Gravy LS
Lyonnaise Potatoes LF	Syrup	Hash Browns LF	Streusel Coffeecake	Syrup	Hash Browns LF	Cottage Fries LF
Bakery Biscuit	Cinnamon Apples	Blueberry Muffin	Whipped Margarine	Whipped Margarine	Blueberry Muffin	Bakery Biscuit
Fruit Drink w/ B 2, C, D, E & Calcium	Whipped Margarine	Whipped Margarine	Fruit Drink w/ B 2, C, D, E & Calcium	Applesauce	Whipped Margarine	Morning Beverage
	Morning Beverage	Fruit Drink w/ B 2, C, D, E & Calcium		Morning Beverage	Fruit Drink w/ B 2, C, D, E & Calcium	
Meal Name: Lunch						
Peanut Butter & Jelly Filling	T. Ham	T. Bologna	T. Salami	T. Ham	T. Bologna	T. Salami
Enriched Bread	Mustard	Cheese	Mustard	Cheese	Mustard	Cheese
Raw Vegetables	Enriched Bread	Mustard	Enriched Bread	Mustard	Enriched Bread	Mayo-Type Dressing
Fresh Baked Cookie	Fruit	Enriched Bread	Fruit	Enriched Bread	Fruit	Enriched Bread
Fruit Drink w/ Vitamin C	Fresh Baked Cookie	Fruit	Fresh Baked Cookie	Raw Vegetables	Fresh Baked Cookie	Fruit
	Fruit Drink w/ Vitamin C	Fresh Baked Cookie	Fruit Drink w/ Vitamin C	Fresh Baked Cookie	Fruit Drink w/ Vitamin C	Fresh Baked Cookie
		Fruit Drink w/ Vitamin C		Fruit Drink w/ Vitamin C		Fruit Drink w/ Vitamin C
Meal Name: Dinner						
Baked Meatloaf Patty	T. Hot Dogs	Farmhouse Stew	Chili w/ Beans	Cheesy Broccoli Noodle Casserole	Crispy Chicken Patty	Spicy Rice Casserole
Gravy LS	Mustard	Green Beans	Cottage Fries	Green Beans	Pinto Beans	Cabbage
AuGratin Potatoes	Enriched Bread	Garden Salad	Creamy Coleslaw	Garden Salad	Kettle Blend Mixed Vegetables	Corn & Carrots
Cabbage w/ Tomatoes	Baked Beans	Salad Dressing	Fresh Baked Roll	Salad Dressing	Fresh Baked Roll	Southern Cornbread
Fresh Baked Roll	Carrots	Fresh Baked Roll	Whipped Margarine	Fresh Baked Roll	Whipped Margarine	Whipped Margarine
Whipped Margarine	Fudge Brownie	Whipped Margarine	Frosted Fudge Brownie	Whipped Margarine	Frosted Cake	Frosted Fudge Brownie
Frosted Cake	Fruit Drink w/ Vitamin C	Frosted Cake	Fruit Drink w/ Vitamin C	Frosted Pink Cake	Fruit Drink w/ Vitamin C	Fruit Drink w/ Vitamin C
Fruit Drink w/ Vitamin C		Fruit Drink w/ Vitamin C		Fruit Drink w/ Vitamin C		

Proposed:
Implemented:
Revised:

Escambia, FL

Weekly Average 2400 Calories Per Day

Week: 3

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Meal Name: Breakfast						
Creamy Sweetened Whole Grain Oatmeal *	Corn Grits	Cheesy Grits	Toasted Oats Cereal	Creamy Sweetened Whole Grain Oatmeal *	Corn Grits	Creamy Sweetened Cinnamon Whole Grain Oatmeal *
Pancakes	Scrambled Eggs w/ Onions & Peppers	Creamy Country Gravy LS	Pancakes	Breakfast Sausage	Creamy Country Gravy LS	Cajun Potatoes LF
Syrup	Cajun Potatoes LF	Hash Browns LF	Syrup	Hash Browns LF	Cottage Fries LF	Streusel Coffeecake
Whipped Margarine	Fresh Baked Roll	Bakery Biscuit	Applesauce	Bakery Biscuit	Bakery Biscuit	Whipped Margarine
Cinnamon Apples	Jelly	Fruit Drink w/ B 2, C, D, E & Calcium	Whipped Margarine	Jelly	Fruit Drink w/ B 2, C, D, E & Calcium	Fruit Drink w/ B 2, C, D, E & Calcium
Fruit Drink w/ B 2, C, D, E & Calcium	Fruit Drink w/ B 2, C, D, E & Calcium		Morning Beverage	Fruit Drink w/ B 2, C, D, E & Calcium		
Meal Name: Lunch						
Peanut Butter & Jelly Filling	T. Ham	T. Bologna	T. Salami	T. Ham	T. Bologna	T. Salami
Enriched Bread	Mustard	Cheese	Mustard	Cheese	Mustard	Cheese
Raw Vegetables	Enriched Bread	Mustard	Enriched Bread	Mustard	Enriched Bread	Mayo-Type Dressing
Fresh Baked Cookie	Fruit	Enriched Bread	Raw Vegetables	Enriched Bread	Fruit	Enriched Bread
Fruit Drink w/ Vitamin C	Fresh Baked Cookie	Fruit	Fresh Baked Cookie	Fruit	Fresh Baked Cookie	Fruit
	Fruit Drink w/ Vitamin C	Fresh Baked Cookie	Fruit Drink w/ Vitamin C	Fresh Baked Cookie	Fruit Drink w/ Vitamin C	Fresh Baked Cookie
		Fruit Drink w/ Vitamin C		Fruit Drink w/ Vitamin C		Fruit Drink w/ Vitamin C
Meal Name: Dinner						
Charbroiled Patty	Spaghetti & Italian Tomato Sauce	Sloppy Joe Filling	American Goulash	T. Hot Dogs	Fried Rice	Meatballs
Gravy LS	Kettle Blend Mixed Vegetables	Enriched Bread or Rolls	Green Beans	Mustard	Carrots	Italian Tomato Sauce
Cajun Potatoes	Garden Salad	Ranch Pinto Beans LS	Garden Salad	Enriched Bread	Vinaigrette Calico Coleslaw LF	Noodles
Broccoli	Salad Dressing	Vinaigrette Calico Coleslaw	Salad Dressing	Pinto Beans	Fresh Baked Roll	Garden Salad
Fresh Baked Roll	Garlic Roll	Lemon Square	Fresh Baked Roll	Creamy Coleslaw	Whipped Margarine	Salad Dressing
Whipped Margarine	Frosted Cake	Fruit Drink w/ Vitamin C	Whipped Margarine	Frosted Cake	Lemon Cake w/ Powdered Sugar Topping	Garlic Roll
Frosted Fudge Brownie	Fruit Drink w/ Vitamin C		Frosted Fudge Brownie	Fruit Drink w/ Vitamin C	Fruit Drink w/ Vitamin C	Fruity Oatmeal Bar
Fruit Drink w/ Vitamin C			Fruit Drink w/ Vitamin C			Fruit Drink w/ Vitamin C

Proposed:
Implemented:
Revised:

Escambia, FL

Weekly Average 2400 Calories Per Day

Week:

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY	SUNDAY
Meal Name: Breakfast						
Corn Grits	Bran Flakes Cereal	Creamy Sweetened Cinnamon Whole Grain Oatmeal *	Creamy Sweetened Whole Grain Oatmeal *	Toasted Oats Cereal	Creamy Sweetened Cinnamon Whole Grain Oatmeal *	Corn Grits
Pancakes	Creamy Country Gravy LS	Scrambled Eggs w/ Ham	O'Brien Potatoes LF	Pancakes	Scrambled Eggs	Creamy Country Gravy LS
Syrup	Lyonnaise Potatoes LF	Hash Browns LF	Streusel Coffeecake	Syrup	Hash Browns LF	Cottage Fries
Cinnamon Apples	Bakery Biscuit	Bran Muffin	Whipped Margarine	Cinnamon Apples	Bran Muffin	Bakery Biscuit
Whipped Margarine	Morning Beverage	Whipped Margarine	Fruit Drink w/ B 2, C, D, E & Calcium	Whipped Margarine	Whipped Margarine	Fruit Drink w/ B 2, C, D, E & Calcium
Fruit Drink w/ B 2, C, D, E & Calcium		Fruit Drink w/ B 2, C, D, E & Calcium		Morning Beverage	Fruit Drink w/ B 2, C, D, E & Calcium	
Meal Name: Lunch						
Peanut Butter & Jelly Filling	T. Ham	T. Bologna	T. Salami	T. Ham	T. Bologna	T. Salami
Enriched Bread	Mustard	Cheese	Mustard	Cheese	Mustard	Cheese
Raw Vegetables	Enriched Bread	Mustard	Enriched Bread	Mustard	Enriched Bread	Mayo-Type Dressing
Fresh Baked Cookie	Fruit	Enriched Bread	Fruit	Enriched Bread	Fruit	Enriched Bread
Fruit Drink w/ Vitamin C	Fresh Baked Cookie	Fruit	Fresh Baked Cookie	Raw Vegetables	Fresh Baked Cookie	Fruit
	Fruit Drink w/ Vitamin C	Fresh Baked Cookie	Fruit Drink w/ Vitamin C	Fresh Baked Cookie	Fruit Drink w/ Vitamin C	Fresh Baked Cookie
		Fruit Drink w/ Vitamin C		Fruit Drink w/ Vitamin C		Fruit Drink w/ Vitamin C
Meal Name: Dinner						
Chili w/ Beans	AuGratin Potato Casserole	Country Patty	Picadillo	Charbroiled Patty	Ziti & Italian Sauce	Cheesy Broccoli Noodle Casserole
Parsley Potatoes	Green Beans	Cream Gravy LS	Garden Salad	Gravy LS	Cabbage	Green Beans
Kettle Blend Mixed Vegetables	Garden Salad	Mashed Potatoes	Salad Dressing	Pinto Beans	Garden Salad	Coleslaw Vinaigrette
Fresh Baked Roll	Salad Dressing	Cabbage	Green Beans	Peas & Carrots	Salad Dressing	Fresh Baked Roll
Whipped Margarine	Southern Cornbread	Fresh Baked Roll	Fresh Baked Roll	Fresh Baked Roll	Garlic Roll	Whipped Margarine
Frosted Cake	Whipped Margarine	Whipped Margarine	Whipped Margarine	Whipped Margarine	Frosted Fudge Brownie	Frosted Cake
Fruit Drink w/ Vitamin C	Frosted Fudge Brownie	Frosted Cake	Frosted Cake	Blueberry & Whole Grain Oat Bar	Fruit Drink w/ Vitamin C	Fruit Drink w/ Vitamin C
	Fruit Drink w/ Vitamin C	Fruit Drink w/ Vitamin C	Fruit Drink w/ Vitamin C	Fruit Drink w/ Vitamin C		

Paul R. Nobles/Purchasing Manager
Office of Purchasing

Re: PD 18-19.111, Escambia County Inmate Food Service and Associated Community Outreach Programs for Jail and Work Release Facilities

To the Escambia County Office of Purchasing

We recently sent you a Request for Proposals for the above-mentioned specification.

We hereby acknowledge and certify that our company has returned with our bid, the CD and/or any copies of the plans and specifications relative to this project. At the time we received this information, we understood that it was exempt from the Public Record Law and all the information, whether originals or duplicated, shall be returned in their entirety to Escambia County.

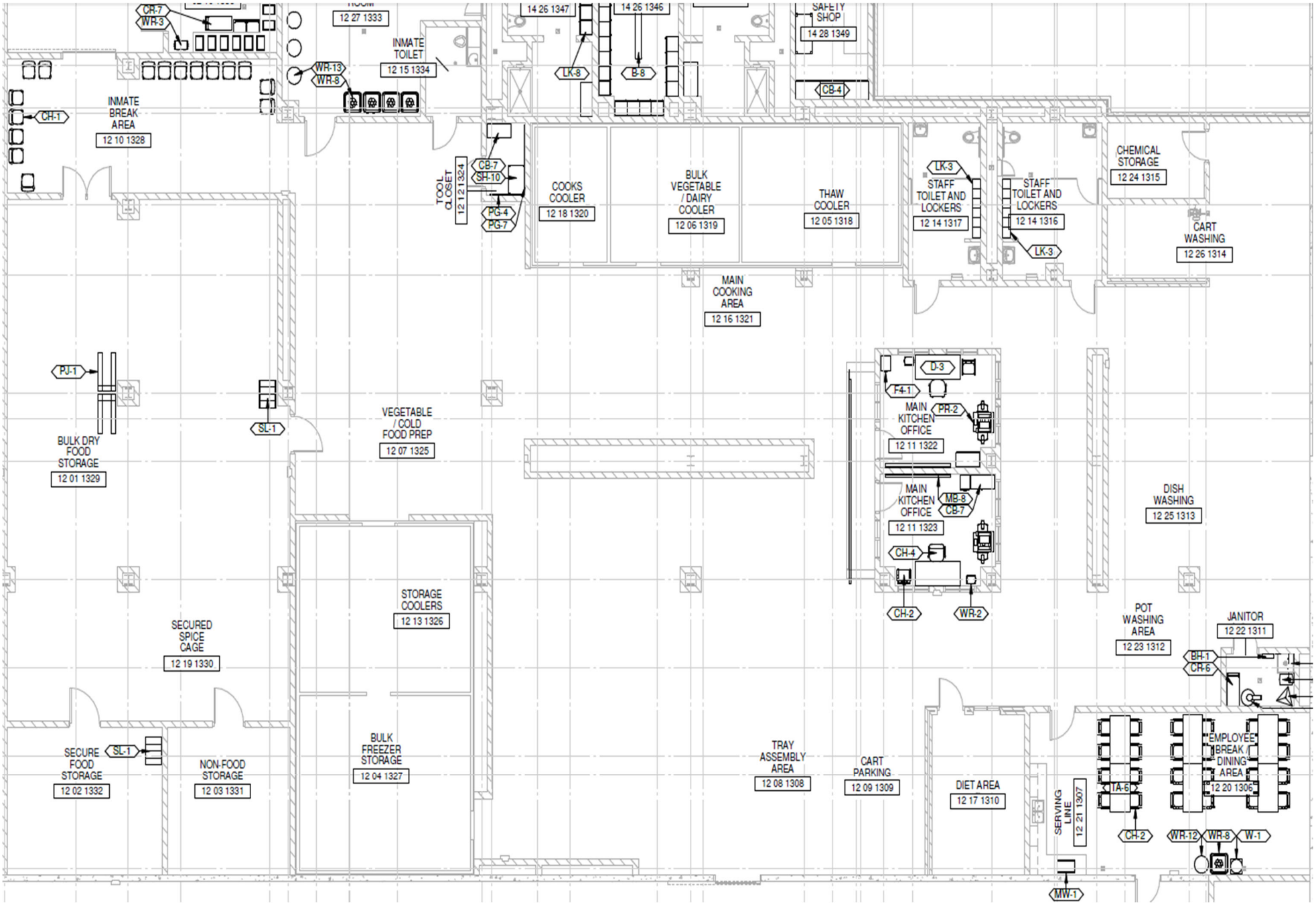
Name of Firm: _____

By: _____

Signature: _____

Title: _____

Date: _____


CR-7
WR-3
12 27 1333
INMATE TOILET
12 15 1334
WR-13
WR-8
14 26 1347
14 26 1346
LK-8
B-8
SAFETY SHOP
14 28 1349
CB-4
CH-1
INMATE BREAK AREA
12 10 1328
TOOL CLOSET
12 12 1324
CB-7
SH-10
PG-4
PG-7
COOKS COOLER
12 18 1320
BULK VEGETABLE / DAIRY COOLER
12 06 1319
THAW COOLER
12 05 1318
LK-3
STAFF TOILET AND LOCKERS
12 14 1317
STAFF TOILET AND LOCKERS
12 14 1316
LK-3
CHEMICAL STORAGE
12 24 1315
CART WASHING
12 26 1314
MAIN COOKING AREA
12 16 1321
PJ-1
BULK DRY FOOD STORAGE
12 01 1329
SL-1
VEGETABLE / COLD FOOD PREP
12 07 1325
D-3
F4-1
MAIN KITCHEN OFFICE
12 11 1322
PR-2
MAIN KITCHEN OFFICE
12 11 1323
MB-8
CB-7
CH-4
CH-2
WR-2
DISH WASHING
12 25 1313
POT WASHING AREA
12 23 1312
JANITOR
12 22 1311
BH-1
CR-6
STORAGE COOLERS
12 13 1326
SECURED SPICE CAGE
12 19 1330
SECURE FOOD STORAGE
12 02 1332
SL-1
NON-FOOD STORAGE
12 03 1331
BULK FREEZER STORAGE
12 04 1327
TRAY ASSEMBLY AREA
12 08 1308
CART PARKING
12 09 1309
DIET AREA
12 17 1310
SERVING LINE
12 21 1307
TA-6
CH-2
EMPLOYEE BREAK / DINING AREA
12 20 1306
WR-12
WR-8
W-1
MW-1

ARAMARK
Managed Services, Managed Better.

Escambia County Jail

STAFF SCHEDULE

NAME	THURSDAY	FRIDAY	SATURDAY	SUNDAY	MONDAY	TUESDAY	WEDNESDAY
Manager Food Service	7am - 5 pm	7am - 5 pm	OFF	OFF	7am - 5 pm	7am - 5 pm	7am - 5 pm
Food Service Worker Food Service	2 am - 10 am	2 am - 10 am	2 am - 10 am	2 am - 10 am	2 am - 10 am	OFF	OFF
Driver Food Service	3:30 am - 6:30 am	3:30 am - 6:30 am	3:30 am - 6:30 am	3:30 am - 6:30 am	OFF	3:30 am - 6:30 am	3:30 am - 6:30 am
Food Service Worker Food Service	OFF	OFF	10 am - 6 pm	10 am - 6 pm	10 am - 6 pm	10 am - 6 pm	10 am - 6 pm
Driver Food Service	3:30 pm - 6:30 pm	3:30 pm - 6:30 pm	OFF	3:30 pm - 6:30 pm	3:30 pm - 6:30 pm	3:30 pm - 6:30 pm	3:30 pm - 6:30 pm
Food Service Worker Food Service	10 am - 6 pm	10 am - 6 pm	3:30 pm - 6:30 pm	OFF	3:30 am - 6:30 am	2 am - 10 am	2 am - 10 am

Paul R. Nobles/Purchasing Manager
Office of Purchasing

January 21, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 18-19.111 Escambia County Inmate Food Service and Associated Community Outreach Programs for Jail and Work Release Facilities.

All:

Your firm recently received a Request for Proposals for the above-mentioned specification. This Addendum Number 2 provides for a clarification regarding the a question submitted after Addendum 1 was issued.

Q1. After the new facility is opened, will the vendor still need to deliver meals to the Work Release Facility?

During the pre-solicitation meeting it was mentioned that delivery of meals to the Work Release facility will no longer be required once the new facility opens. The Average Daily Population scale on RFP page 22 of 45 shows the one hundred inmates will be located at the Work Release facility. Please provide confirmation and/or clarification in order to determine if a transportation vehicle will be required by the vendor for meal delivery to the Work Release facility.

A1. After further discussion among the Corrections Department leadership, it has been determined that the vendor will need to deliver meals to the Work Release facility. Additionally, please note that the number of inmates will fluctuate at this location, however, the Average Daily Population estimate of one hundred inmates is considered accurate.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

JDL

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

EXHIBIT B NOT ADA COMPLIANT

aramark

Escambia County Office of Purchasing 2/19/2020
Attention: Jeffrey Lovingood, Purchasing Coordinator
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502

Re: Solicitation Number PD 18-19-111- Inmate Food Service and Associated Community Outreach Program for Escambia County Jail and Work Release

Mr. Lovingood,

We appreciate the opportunity to continue our partnership with Escambia County and the recommendation for award to the Board of County Commissioners. Our commitment to Escambia County includes:

Scope of Services:

- Aramark registered dietitians have created and approved the required 2800 calorie menu to exceed American Corrections Association (ACA) standards and nutritional requirements
- Price per meal of $.919 that includes the required provision of paper supplies for kitchen operation and Kitchen equipment maintenance and repair
- Proven Emergency/Contingency planning to provide support, equipment, and preparation sites.
- Provision of quality assurance program to ensure commitment to service, quality and value
- Aramark will ensure the provision of staff necessary for proper inmate supervision, and the full and timely delivery of food services at all times during the term of the agreement
- Aramark has provided innovative concepts and alternative ideas for future implementation if the County chooses including Staff Dining and a Micro-Market
- Competitive salaries and wages for food service staff compared to other proposals that will continue to provide increased retention and less operational issues
- Community Outreach with Aramark's In2Work Inmate Vocational Program which includes Certification, Scholarships & Job Placement opportunity
- Aramark will provide 4- $1000.00 scholarships annually as part of this proposal to allow inmates to further their education upon release

Aramark is committed to providing excellent service and continuing our partnership. Thank you again for this opportunity.

Best Regards,

Tim Barttrum
Vice-President
Aramark Correctional Services

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17779 **County Administrator's Report 12. 43.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Contract Award for Re-Bid 17-18 Resurfacing Project
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Re-Bid 17-18 Resurfacing Project - Joy Jones, P.E., Engineering Department Director, and 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 Roads, Inc. of NWF, per the terms and conditions of PD 19-20.038, Re-Bid 17-18 Resurfacing Project, in the amount of $1,224,286.17.

Vendor/Contractor	Funding	Amount	Contract Number
Roads, Inc. of NWF	Fund 353, LOST IV; Cost Center 210106, Transportation & Drainage; Object Code 56301, Improvements Other Than Buildings; Project Code: 18EN0238	$1,224,286.17	PD 19-20.038

Specification PD 19-20.038, Re-Bid 17-18 Resurfacing Project, was posted to Vendor Registry on February 20, 2020, and issued to 107 registrants representing 83 firms. The solicitation was viewed by 24 firms and downloaded by 19.

NON-ADA-COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Bid Response from Roads, Inc. of NWF
- Recommendation to Award Determination Checklist

BACKGROUND:

Specification PD 19-20.038, Re-Bid 17-18 Resurfacing Project, was posted to Vendor Registry on February 20, 2020, and issued to 107 registrants representing 83 firms. The solicitation was viewed by 24 firms and downloaded by 19.

Bids were received from three firms and all were deemed responsive. Roads, Inc. of NWF was deemed the lowest responsive bidder with a bid of $1,224,286.17.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Roads, Inc. of NWF	Fund 353, LOST IV; Cost Center 210106, Transportation & Drainage; Object Code 56301, Improvements Other Than Buildings; Project Code: 18EN0238	$1,224,286.17	PD 19-20.038

LEGAL CONSIDERATIONS/SIGN-OFF:

Standard Form of Agreement Form D: Road/Drainage

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Purchase Order.

Attachments

Solicitation with Addendum
Bid Tab Under Review
Bid Distribution List
Bid Analytics
Original Agreement

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BID

Rebid 17-18 Resurfacing Project
SPECIFICATION NUMBER PD 19-20.038

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, March 24, 2020
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **1:00 PM CDT, March 10, 2020**

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Paul Nobles
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4918
E-Mail: PRNobles@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to Vendors of the local Vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any Vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a Vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not

fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to Vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A Vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any Vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the

County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
Rebid 17-18 Resurfacing Project
SPECIFICATION 19-20.033

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

Rebid 17-18 Resurfacing Project
PD 19-20.038

TABLE OF CONTENTS

Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form *	1
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	5
Drug-Free Workplace Form **	7
Information Sheet for Transactions and Conveyances Corporate Identification **	8
List of General Terms and Conditions (Incorporated by Reference)	11
Special Terms and Conditions	12
Index of Documents (Incorporated by Reference and Revised as Indicated Within the Solicitation)	21
Exhibit H – Technical Specifications	22
Exhibit I – Drawings and Plans	23

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Paul Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

INVITATION TO BID

Rebid 17-18 Resurfacing Project

Solicitation Number PD 19-20.038

Solicitation

MAILING DATE: 2/20/2020
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 1:00 PM CDT, March 10, 2020.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, March 24, 2020, 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 Escambia 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 Escambia County Office of Purchasing. Protests 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: (___) _____
Toll Free: (___) _____
Fax: (____) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

***** _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Line Item	Description	Quantity	Units	Unit Cost	Extension Cost
1	Mobilization	1	LS		
2	Striping (To Include line, bars, RPM, traffic loops.)	1	LS		
3	Remove Sand, Silt, & Vegetation From Existing Curb and Gutter	13589	LF		
4	Earthwork Excavation by machine	3395	CY		
5	Final grading and seal rolling prior to paving	32345	SY		

6	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) over 1500sy	4657	SY		
7	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	43277	SY		
8	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	3118	SY		
9	Mill Existing Asphalt, 1.5" - 3" Thickness, over 1500sy	32345	SY		
10	12" Stabilized Subgrade, County Spec 2300, over 1000sy	20756	SY		
11	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	20756	SY		
12	Construct 3 5/8" Speed Table, includes Street Print, White Temporary, and Thermoplastic Pavement Markings as per County Detail and MUTCD	8	EA		
13	Remove Existing Speed Hump	8	EA		
14	6" PSW HDPE Trench Wrap Underdrain	8557			
15	Connect to Existing Inlet	12			
16	Remove & Repour by Hand Existing Broken Curb & Gutter	2500			
17	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) includes concrete collar	37	EA		
18	Centipede Sod, Staked, less than 1000sy	4657	SY		
19	Cleanouts for Underdrain	36	EA		

Total $_____

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be substantially completed within **One Hundred Seventy-Five (175) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **Two Hundred Five (205) consecutive calendar days** from the date of Substantial Completion, which is Notice to Proceed. **Liquidated damages of $1000 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____, 20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

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 «BidderProposer»'s Solicitation, Offer, and «BidProposal» Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "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. Non-Conformation 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

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
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
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 judgement is from the lowest, 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 or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.038, "Rebid 17-18 Resurfacing Project", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the 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:

A. 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.

B. Definitions

Blackout Period means the period between the time the «BidProposal»s 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 cancelled.

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.

C. <u>Sanctions</u>

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) 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. Scope of Work

This project consists of the resurfacing and/or reconstructing in portion or whole of Choctaw Ave., Condado Cir., Molale Dr., Bahia Ct., Red Cloud Rd., Scenic Ridge Dr and Holsberry Rd.. Also included in this scope of work is the removal and replacement of the three driveway sections at 606 Orby Street and the reestablishment of the asphalt swale on Orby Street between addresses 512-524. This project will also include other work associated with the reconstruction of roadways such as maintenance of traffic, stormwater pollution prevention, sod stabilization shoulder work, pavement striping, possible dewatering, etc. The contractor is to maintain traffic flow at all times, with minimal delays. Roadways are to have two-way traffic opened during all non-working hours. Closure of one lane will be allowed only during working hours.

Related Documents:

All roadway construction shall comply with the Escambia County Technical Specifications, latest edition, and all interim standards that apply to these editions.

Any reference to FDOT Standard Specifications for Road and Bridge Construction, latest edition, Division 1, General Requirements and Covenants, shall be excluded and not applicable to any specification referred herein or otherwise listed in these documents or in the Escambia County Technical Specifications.

Licenses:

General Contractors License
Underground Utilities License
Work Zone Safety Traffic Supervisor Certifications

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid 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.

4. Bonds

Performance and Payment Bonds
The County **shall** require the successful Offeror(s) to furnish **separate performance and payment bonds** under pledge of adequate surety and covering up to **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.

5. Procurement Questions

Questions shall be directed to Paul Nobles, Purchasing Manager, at PRNobles@myescambia.com. Last day for questions will be March 16, 2020 at 5:00 p.m. CDT.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on March 10, 2020 at 1:00 PM CDT.

8. Liquidated Damages

Should the awarded Vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the Vendor shall pay to the County, as liquidated damages, the sum of **$1000** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the Vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Vendor.

9. Safety Regulations

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

10. Codes and Regulations

The awarded Vendor shall strictly comply with all federal, state and local building and safety codes.

11. 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

12. Warranty

The awarded Vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of two (2) years 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 Chief.

13. Debris

Awarded Vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

14. 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.

15. 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 «BidProposal» form(s) to the best of our knowledge.

16. 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.

17. 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.

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.

Non-Contract 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.

A. 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 worker's 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.

B. <u>Workers Compensation Coverage</u>

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. <u>General, Automobile and Excess or Umbrella Liability Coverage</u>

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 $1,000,000.00 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. 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.

E. 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.

F. 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.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability 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: Paul Nobles, Purchasing Manager
   Office of Purchasing, Room 11.101
   213 S. Palafox Place, 2nd Floor
   Pensacola, FL 32502
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents
(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at https://www.myescambia.com/our-services/purchasing, must have ADOBE Reader, on the left side, click Uniform Contract Format, scroll down to Forms, then click Form D – Paving and Drainage Projects to access the Standard Construction Contract Documents).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B. Four (4) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in 175 calendar days
Fully Complete and ready for Final Inspection in 205 calendar days
*B. Liquidated Damages at $1000 for each calendar day
Section 6
Section 7 *A. Escambia County Engineering
3363 West Park Place
Pensacola, FL 32505
Attn: Cooper Saunders, Project Manager
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.4 Four (4) copies of each Application for Payment
*21.1 Two (2) year(s) after final completion
B. Form of Performance and Payment Bond
C. Insurance and Safety Requirements

EXHIBIT H

Rebid 17-18 Resurfacing Project
SPECIFICATION PD 19-20.038

TECHNICAL SPECIFICATIONS

See Technical Specifications in attached document on Vendor Registry

EXHIBIT I

Rebid 17-18 Resurfacing Project
SPECIFICATION PD 19-20.038

DRAWINGS & PLANS

See Drawings in attached document on Vendor Registry

Paul R. Nobles/Purchasing Manager
Office of Purchasing

March 23, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 19-20.038 Re-Solicit 17-18 Resurfacing Project

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 1 provides for clarifications regarding the following:

- The unit of measure for Line 14 is "LF", Line 15 is "EA", and Line 16 is "LF".
- The Escambia County Office of Purchasing is closed to the general public until further notice.
    - Bids for this project are still due at the same date and time, March 24, 2020 at 2:00 PM CDT, will be shown live on Skype. Please contact Jeffrey Lovingood at JDLovingood@myescambia.com to request an invitation to join and view.
    - Bidders can submit their bids via two options. Please select only one:
        - Submit their bid by uploading it to Vendor Registry prior to the deadline.
        - Drop off the bid at the Office of Purchasing as early as possible during normal business hours 8:00 AM to 5:00 PM CDT. To submit a bid in this manner requires arriving at the street entrance at 213 Palafox Place and calling the Office of Purchasing (850-595-4980) so a member of our staff can accept the bid in person.
    - The Office of Purchasing is not responsible for bids that are not delivered in time via Vendor Registry or not handed to a member of the Office of Purchasing staff prior to the deadline.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

JDL

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

Paul R. Nobles/Purchasing Manager
Office of Purchasing

March 23, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 2:

Re: PD 19-20.038 Re-Solicit 17-18 Resurfacing Project

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification. This Addendum Number 2 provides for clarifications regarding the delivery method of each firm's bid:

- Bids are not able to be submitted via Vendor Registry at this time.
- All bids must be delivered to 213 Palafox Place. Please call 850-595-4980 and request that a member of the Office of Purchasing staff meet you at the exterior door. The bid will be received and timestamped once we return to the office, which will be immediately after receipt.

This Addendum Number 2 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photocopy this form for your records.

Sincerely,

Jeffrey D. Lovingood

Jeffrey Lovingood
Purchasing Coordinator

JDL

Acknowledgement of Receipt of Addendum:

SIGNED: _____

COMPANY: _____

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 19-20.038 **Solicitation Name:** Re-Bid 17-18 Resurfacing Project								
Bid Opening Time: 2:00 PM **Bid Opening Date:** 3/24/2020 **Bid Opening Location:** Rm 11.108 **Name of Bidder(s)**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Base Bid Total
C W Roberts Contracting, Inc		Y	Y	Y	Y	Y	Y	Y	$1,767,316.80
Panhandle Grading & Paving, Inc.		Y	Y	Y	Y	Y	Y	Y	$1,272,730.15
Roads, Inc of NWF		Y	Y	Y	Y	Y	Y	Y	$1,224,286.17
Bids Opened By:	Jeff Lovingood, Purchasing Coordinator			**Date:**	3/24/2020	**Status:**			
Bids Tabulated By:	Jeff Lovingood, Purchasing Coordinator			**Date:**	3/24/2020	UNDER REVIEW			
Bids Witnessed By:	Sherri Bonner			**Date:**	3/24/2020	**CAR Date:**		**BCC Date:**	

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:**

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: March 24, 2020 at 4:30 PM CDT

Form Completed By: **JDL/sdp**

JDL

Bid Distribution List
Sent to 107 Registrants Representing 81 Firms

PD 19-20.038
Re-Bid 17-18 Resurfacing Project

DateAdded	CompanyName	EmailAddress	Subject	EventType
2/20/2020 16:42	All About Lines Striping	antwan@aalinestriping.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Allstop Waterproofing LLC	david@allstopwaterproofing.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Andala Enterprises Inc.	johnralls@rallslawfirm.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	ANTILLEAN RX CENTERS LLC	Bmontgomery02@hotmail.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	ANTILLEAN RX CENTERS LLC	daniel@sevengatescorp.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Bear General Contractors	joshua@beargc.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Birkshire Johnstone LLC	melissa@birkshirejohnstone.com	Escambia County - PD 19-20.038 R	deliver
3/23/2020 14:32	C.W. Roberts Contracting Inc.	criley@cwrcontracting.com	Escambia County - PD 19-20.038 R	deliver
3/23/2020 14:32	C.W. Roberts Contracting Inc.	tcastleberry@cwrcontracting.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	CasTech Products Inc	wlw@castechproducts.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Chavers Construction Inc.	thomas@chaversinc.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Chris Perritt LLC	chrp4x4@aol.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Christopher C.Bargaineer concrete construction in	bargaineerconcrete@gmail.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	ConstructConnect	content@constructconnect.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Construction Journal	bids@thecj.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Dickerson Florida Inc.	apeterson@dfifl.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Dickerson Florida Inc.	rickf@dfifl.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Dodge Data & Analytics	s.kalyanaraman@construction.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Enterprise Pals Inc.	nazim@enterprisepals.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Faircloth Land Services	carrottopcakes@gmail.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Faircloth Land Services	southerndieselpower@gmail.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	GLF Construction Corporation	jadams@glfusa.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:43	GLF Construction Corporation	ramonasari@glfusa.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Green Dream International	a.havan@greendreamgr.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:43	Green Dream International	a.moore@gdicompany.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Green Dream International	a.moore@greendreamgr.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Greenhut Construction	randy@greenhut.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Greensouth Solutions	cole@greensouthsolutions.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Gulf Atlantic Constructors	tclukey@gacinc.net	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	H. O. Weaver & Sons Inc.	michael@hoseaweaver.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	H.L. Bennett & Associates Inc.	hlb2@hlbennett.org	Escambia County - PD 19-20.038 R	deliver

Bid Distribution List
Sent to 107 Registrants Representing 81 Firms

PD 19-20.038
Re-Bid 17-18 Resurfacing Project

DateAdded	CompanyName	EmailAddress	Subject	EventType
3/23/2020 14:32	H.O. Weaver & Sons Inc.	bpaulk@hoseaweaver.com	Escambia County - PD 19-20.038 R	deliver
3/23/2020 14:32	H.O. Weaver & Sons Inc.	kdonoghue@hoseaweaver.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Hanson Professional Services Inc.	blemieux@hanson-inc.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Hanson Professional Services Inc.	narnoux@hanson-inc.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Infrastructure Specialty Services	tammy@issglobalservices.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	iSqFt	kosborn@isqft.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	J MILLER CONSTRUCTION INC	allison.marabella@jmillerconstruct.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	J MIller Construction Inc	chris@jmillerconstruct.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	J&E Construction	may@jeconstruct.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	J. Miller Construction	tomdulaney@jmillerconstruct.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	JRM Construction Group	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	KDL Underground & Development Inc.	keri.kdl@yahoo.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:46	Kiewit Infrastructure South Co.	john.zelenka@kiewit.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	L & S Diversified	bids@lssurveyor.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Larry M Jacobs & Associates	kima@lmj-a.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	LTS CONSTRUCTION LLC	ltswatson519@gmail.com	Escambia County - PD 19-20.038 R	deliver
3/23/2020 14:32	M. D. Thomas Construction LLC	laura@mdthomasconstruction.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Mattair Construction Co. Inc.	becky@mattairconstruction.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Mattair Construction Co. Inc.	lloyd@mattairconstruction.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	MCDELT LLC	nisbez@me.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Middle Georgia Paving Inc.	fkitchens.midgapaving@gmail.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Midsouth Paving Inc.	mindy.smallwood@midsouthpaving.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	OliverSperry Renovation	tboyer@oliversperryrenovation.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Olvera Company	mike@olveracompany.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Olympus Painting Contractors Inc	lisa@olympuspainting.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Omni Construction	donna@omniconstruction.org	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	PAC Comm Inc.	jmendez@paccominc.com	Escambia County - PD 19-20.038 R	deliver

Bid Distribution List
Sent to 107 Registrants Representing 81 Firms

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Re-Bid 17-18 Resurfacing Project

DateAdded	CompanyName	EmailAddress	Subject	EventType
2/20/2020 16:42	Panhandle Grading & Paving Inc	josh@panhandlegradingandpaving.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Pat's Pump & Blower	PatrickJ@Patspump.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Peed Bros. Inc.	alance@peedbros.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Peed Bros. Inc.	clance@peedbros.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Phillips and Jordan Inc	flestimate@pandj.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Phoenix Construction Services Inc.	tschoppe@phoenix-fl.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	pittman tractor co. inc.	lynn@pittmantractor.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	pittman tractor co. inc.	tripsequip@aol.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	R H Mooore	michael@rhmooreassociates.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	RBM Contracting Services LLC	rbm.coordinator@gmail.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Reasor Building Group	matt.hall@rbg8a.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Roads Inc. of NWF	chase@roadsinc.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	ROADS INC. OF NWF	djohnson@roadsinc.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Roads Inc. of NWF	josh@roadsinc.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Roads Inc. of NWF	stevan@roadsinc.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Roberson Underground Utility llc	bsanders.robersonundergroundllc@aol.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Roberson Underground Utility LLC	robersonundergroundllc@aol.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Rogar Management & Consulting of FL LLC	alfonso@dekorausa.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Rowe Roofing	cole@roweroofing.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	S.H. Hayes Enterprises LLC	shayes1218@yahoo.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Scott Bridge Company Inc.	ccanon@scottbridge.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Scott Bridge Company Inc.	dgreen@scottbridge.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Site and Utility LLC	bobbygodfrey2@gmail.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Site and Utility LLC	dee@southtrustpg.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	South Florida Milling	eric.kizziar@southfloridamilling.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:47	Sunbelt Rentals	Brent.McCurry@sunbeltrentals.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Sunbelt Rentals	matt.rolfe@sunbeltrentals.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Suns And Pops LLC	sunsandpops@gmail.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Superior Construction Company Southeast LLC	see@superiorconstruction.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Talcon Group LLC	vhurst@talcongroup.com	Escambia County - PD 19-20.038 R	deliver

Bid Distribution List
Sent to 107 Registrants Representing 81 Firms

PD 19-20.038
Re-Bid 17-18 Resurfacing Project

DateAdded	CompanyName	EmailAddress	Subject	EventType
2/20/2020 16:42	Team Synergy LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Terry's Paint & Body Inc.	hbrowser@aol.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Thalle Construction Co. Inc.	pandrew@thalle.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	The Middlesex Corporation	esergeant@middlesexco.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Treadstone Construction Inc.	ctreadstone.con@gmail.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Universal Concrete Grinding	k.owen@universalconcretegrinding.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Vortex Services LLC.	ccorrigan@vortexcompanies.com	Escambia County - PD 19-20.038 R	deliver
2/20/2020 16:42	Wharton-Smith Inc.	amatthews@whartonsmith.com	Escambia County - PD 19-20.038 R	deliver

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PD 19-20.038

Solicitation viewed by 24 Firms

Re-Bid 17-18 Resurfacing Project

Downloaded by 19 Firms

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
3/4/2020 7:50	Accenture	Jim	Bard	james.w.bard@accenture.com	Viewed	None
2/24/2020 8:44	Baskerville-Donovan Inc.	Gina	Alford-Dickerson	gdickerson@baskervilledonovan.com	Viewed	None
3/16/2020 3:36	Bluebook Network Building & Construction	Heather	Patane	hpatane@mail.thebluebook.com	Viewed	None
3/13/2020 14:29	Bluebook Network Building & Construction	Heather	Patane	hpatane@mail.thebluebook.com	Downloaded	None
3/10/2020 15:29	C.W. Roberts Contracting Inc.	Chris	Riley	criley@cwrcontracting.com	Viewed	None
3/10/2020 15:32	C.W. Roberts Contracting Inc.	Chris	Riley	criley@cwrcontracting.com	Downloaded	None
3/25/2020 6:45	Chavers Construction Inc.	Thomas	Dueling	thomas@chaversinc.com	Viewed	None
3/25/2020 6:45	Chavers Construction Inc.	Thomas	Dueling	thomas@chaversinc.com	Downloaded	None
2/24/2020 18:52	CHIN	Chin	Marimat	eden.godinez1@gmail.com	Viewed	None
2/24/2020 18:52	CHIN	Chin	Marimat	eden.godinez1@gmail.com	Downloaded	None
4/13/2020 8:24	ConstructConnect	Kristy	Osborn	kristy.osborn@constructconnect.com	Viewed	None
3/25/2020 16:03	ConstructConnect	Kristy	Osborn	kristy.osborn@constructconnect.com	Downloaded	None
3/25/2020 11:30	Construction Journal	Nancy	Rogers	bids@thecj.com	Viewed	None
3/25/2020 11:30	Construction Journal	Nancy	Rogers	bids@thecj.com	Downloaded	None
4/17/2020 0:37	Dodge Data	Bonny	Mangold	dodge.docs@construction.com	Viewed	None
4/17/2020 0:37	Dodge Data	Bonny	Mangold	dodge.docs@construction.com	Downloaded	None
2/24/2020 1:04	Dodge Data & Analytics	Jayalakshmi	Loganathan	jayalakshmil@construction.com	Viewed	Minority Owne
2/24/2020 1:14	Dodge Data & Analytics	Jayalakshmi	Loganathan	jayalakshmil@construction.com	Downloaded	Minority Owne
2/24/2020 10:07	Duggins Services Inc	Amanda	Smith	asmith@dugginsservices.com	Viewed	None
3/4/2020 15:02	Fabre Engineering & Surveying	Cecil	Jernigan	cjernigan@fabreinc.com	Viewed	SDVOSB (Servi
3/4/2020 15:03	Fabre Engineering & Surveying	Cecil	Jernigan	cjernigan@fabreinc.com	Downloaded	SDVOSB (Servi
3/5/2020 14:26	Fisher Brown Bottrell Insurance Inc.	Carol	Cooper	ccooper@fbbins.com	Viewed	None
3/5/2020 14:26	Fisher Brown Bottrell Insurance Inc.	Carol	Cooper	ccooper@fbbins.com	Downloaded	None
4/13/2020 14:41	Fisher Brown Bottrell Insurance Inc.	Paula	Nelloms	pnelloms@fbbins.com	Viewed	None
4/13/2020 14:41	Fisher Brown Bottrell Insurance Inc.	Paula	Nelloms	pnelloms@fbbins.com	Downloaded	None
3/10/2020 16:29	fl research inc.	Rick	Cole	info@flresearch.com	Viewed	None
2/24/2020 13:06	fl research inc.	Rick	Cole	info@flresearch.com	Downloaded	None
2/29/2020 11:50	Florida Bid Reporting	Kila	Rus	kila@floridabid.com	Viewed	None
3/18/2020 13:24	Gulf Coast Traffic Engineers Inc	Shaun	Harris	shaun@gcteinc.com	Viewed	None
3/18/2020 13:24	Gulf Coast Traffic Engineers Inc	Shaun	Harris	shaun@gcteinc.com	Downloaded	None
2/24/2020 8:55	H.O. Weaver & Sons Inc.	Bret	Paulk	bpaulk@hoseaweaver.com	Viewed	None
2/24/2020 8:58	H.O. Weaver & Sons Inc.	Bret	Paulk	bpaulk@hoseaweaver.com	Downloaded	None
3/25/2020 9:41	J MILLER CONSTRUCTION INC	Allison	Marabella	allison.marabella@jmillerconstruct.com	Viewed	None
3/27/2020 15:11	Midsouth Paving Inc.	Mindy	Smallwood	mindy.smallwood@midsouthpaving.com	Viewed	None
3/27/2020 15:12	Midsouth Paving Inc.	Mindy	Smallwood	mindy.smallwood@midsouthpaving.com	Downloaded	None
3/20/2020 22:49	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Viewed	Minority Owne

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PD 19-20.038

Solicitation viewed by 24 Firms

Re-Bid 17-18 Resurfacing Project

Downloaded by 19 Firms

EventDate	CompanyName	FirstName	LastName	Email	EventType	Diversities
2/21/2020 0:23	Online Data Services LLC	Frank	Cobia	bids@f2technology.com	Downloaded	Minority Owne
3/13/2020 13:44	onvia	source	management	sourcemanagement2@onvia.com	Viewed	None
2/21/2020 18:04	onvia	source	management	sourcemanagement2@onvia.com	Downloaded	None
4/14/2020 10:57	Panhandle Grading & Paving Inc	Josh	Hamner	josh@panhandlegradingandpaving.com	Viewed	None
4/14/2020 10:57	Panhandle Grading & Paving Inc	Josh	Hamner	josh@panhandlegradingandpaving.com	Downloaded	None
3/24/2020 10:57	Roads Inc. of NWF	Stevan	Hite	stevan@roadsinc.com	Viewed	None
3/24/2020 11:07	Roads Inc. of NWF	Stevan	Hite	stevan@roadsinc.com	Downloaded	None
3/25/2020 7:36	Site and Utility LLC	Bobby	Godfrey	bobbygodfrey2@gmail.com	Viewed	None
3/25/2020 7:36	Site and Utility LLC	Bobby	Godfrey	bobbygodfrey2@gmail.com	Downloaded	None
4/14/2020 11:19	World Ford Of Pensacola Fl	Jeff	Johnson	jjohnson@worldford.com	Viewed	None
4/14/2020 11:00	World Ford Of Pensacola Fl	Jeff	Johnson	jjohnson@worldford.com	Downloaded	None

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

ROADS, INC. OF NWF

FORM D: Road/Drainage

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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[Description/Sheet No./Date]

Exhibit I/Technical Specifications **[Description/Date]**

Exhibit J/Supplemental Terms and Conditions

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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND ROADS, INC. OF NWF FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Roads, Inc. of NWF a Florida corporation for profit, to perform all work ("Work") in connection with PD 19-20.038, Re-Solicit 17-18 Resurfacing Project ("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, Two Hundred Twenty-Four Thousand, Two Hundred Eighty-Six Dollars, and Seventeen Cents

$1,224,286.17

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 holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

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 Seventy-Five (175) 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 Five (205) calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$1,000.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of

any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Technical Specifications
Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (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:

Engineering
3633 West Park Place
Pensacola, Florida 32505
Attention: Cooper Saunders

B. All correspondence with the Contractor will be addressed to the following:

Roads, Inc. of NWF
106 Stone Boulevard
Cantonement, FL 32533
Attention: Cody Rawson, 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 Roads, Inc. of NWF signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

Janice P. Gilley, County Administrator

Witness: _____

Date: _____

CONTRACTOR:
Roads, Inc. of NWF, a For-Profit Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Cody Rawson, President

Date: _____

(Corporate Seal)

BCC Approved: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.1. 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.

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 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)

_____
_____ (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: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employer's 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: Jeffrey Lovingood, Purchasing Coordinator
Office of Purchasing
213 Palafox Place, Second Floor
Pensacola, FL 32502
Email: Purchasing@myescambia.com

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(Id-Ib) where:
Pa ‘ Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)
Pb ‘ Bid unit price for Bituminous Material.
Id ‘ Asphalt Price Index during the month in which the material is incorporated into the project.
Ib ‘ Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17800 **County Administrator's Report 12. 44.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Exercising the Second of Two Possible One-Year Renewal Periods Related to PD 14-15.083, Agreement for Medical Supplies
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Exercising the Second of Two Possible One-Year Renewal Periods Related to PD 14-15.083, Agreement for Medical Supplies - John Dosh, Interim Public Safety Department Director, and Paul Nobles, Purchasing Manager, Office of Purchasing

That the Board approve the exercising of the second of two possible one-year renewal periods provided for under Section 2 of the Agreement for Medical Supplies, with Bound Tree Medical, LLC, retroactive to January 7, 2020.

Vendor/Contractor	Funding	Amount	Contract Number
Bound Tree Medical, LLC	Fund 408, Emergency Medical Services; Cost Center 330302, EMS Operations; Object Code 55201, Operating Supplies	$82,000	PD 14-15.083

NON-ADA-COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Fully Executed Agreement with Bound Tree Medical, LLC

BACKGROUND:

The Invitation to Bid, PD 14-15.083 Medical Supplies, was advertised in the Pensacola News Journal on August 17, 2015. Three bids were received on November 16, 2015, for the multiple award contract for the purchase of medical supplies for the Public Safety Department. The previous renewal award on June 20, 2019, was only for Bound Tree Medical, LLC.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Bound Tree Medical, LLC	Fund 408, Emergency Medical Services; Cost Center 330302, EMS Operations; Object Code 55201, Operating Supplies	$82,000	PD 14-15.083

LEGAL CONSIDERATIONS/SIGN-OFF:

The original Agreement was prepared by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This recommendation is in compliance with the Code of Ordinances of Escambia County, Florida, 1999, Chapter 46, Finance, Article II, Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Purchase Order will be issued by the Office of Purchasing.

Attachments

Original Board Award

Renewal 1 of 2

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA

1-26. Approval of Various Consent Agenda Items

Motion made by Commissioner Barry, seconded by Commissioner Robertson, and carried 4-0, with Commissioner Underhill having left the meeting, approving Consent Agenda Items 1 through 26, as follows, with the exception of Items 6, 11, 18, and 22, which were held for separate votes:

1. Taking the following action regarding the blanket Purchase Order for the purchase of pharmaceutical supplies (Funding: Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations, Object Code 55201, Operating Supplies):

   A. Awarding Contract PD 14-15.084, Pharmaceutical Medical Supplies for Escambia County, to Bound Tree Medical, LLC, and approving the Agreement for Pharmaceutical Supplies between Escambia County and Bound Tree Medical, LLC, for an estimated annual amount of $52,500, for a term of 36 months, with two options for 12-month extensions; and

   B. Authorizing the County to utilize the Minnesota Multistate Contracting Alliance for Pharmacy for the issuance of a blanket Purchase Order, in the amount of $50,000, for the purchase of Pharmaceutical Supplies, to Henry Schein, Inc., and Cardinal Health.

   The Invitation to Bid PD 14-15.084, Pharmaceutical Medical Supplies for Escambia County, was advertised in the Pensacola News Journal on August 17, 2015. One bid was received on September 16, 2015.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

1-26. Approval of Various Consent Agenda Items – Continued

2. Taking the following action regarding the issuance of blanket Purchase Orders, for the purchase of medical supplies for the Public Safety Department, to Bound Tree Medical, LLC, Midwest Medical Supply Co., LLC, and Henry Schein, Inc. (Funding: Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations, Object Code 55201, Operating Supplies):

   A. Approving the multiple Award Agreement for Medical Supplies for Escambia County, PD 14-15.083, for the purchase of medical supplies, to Boundtree Medical, LLC, for an estimated annual amount of $52,500, and to Midwest Medical Supply Co., LLC, for an estimated annual amount of $50,000, for a term of 36 months, with two options for 12-month extensions; and

   B. Authorizing the County to utilize the Minnesota Multistate Contracting Alliance Agreement (MMCAP) MMS15001 for the purchase of medical supplies for the Public Safety Department, for the issuance of a Purchase Order, in the amount of $52,500, to Henry Schein, Inc.

   The Invitation to Bid PD 14-15.083, Medical Supplies for Escambia County, was advertised in the Pensacola News Journal on August 17, 2015. Proposals were received from three vendors for PD 14-15.083.

COUNTY ADMINISTRATOR'S REPORT – Continued

II. BUDGET/FINANCE CONSENT AGENDA – Continued

19. Recommendation: That the Board authorize the issuance of a Purchase Order to Tractor & Equipment Company, for two Komatsu PC45MR-5 Mini Excavators and two Gradall XL3100 V 4x4 Hydraulic Excavators, per the specifications, terms and conditions of PD 18-19.062, Excavators (4), for the Escambia County Public Works Department, in the amount of $831,800. Tractor & Equipment Company, located in District 3, was deemed the lowest, most responsible bidder.

    [Funding: Fund 175, Transportation Trust Fund; Cost Center 210402, Road Maintenance; Object Code 56401, Machinery and Equipment]

Motion: Move the Item in the affirmative
Made by: Commissioner Bergosh **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent

20. Recommendation: That the Board approve the utilization of the first of two possible one-year renewal periods, as outlined in Section 2, Term of the Agreement, Relating to Medical Supplies with Bound Tree Medical, LLC, per PD 14-15.083, Medical Supplies for Escambia County, retroactive to January 7, 2019. The original Agreement was approved by the Board on January 7, 2016.

    [Funding: Fund 408, Emergency Medical Services, Cost Center 330302, EMS Operations, Object Code 55201, Operating Supplies]

Motion: Move the Item in the affirmative
Made by: Commissioner Bender **Seconded by:** Commissioner Barry
Disposition: Carried 4-0, with Commissioner Underhill absent

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17778 **County Administrator's Report 12. 45.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Contract Award for Perdido Key Fire Station Concrete Repair
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for PD 19-20.017, Perdido Key Fire Station Concrete Repair - Cassie Boatwright, Director of Facilities Management and 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 Empire Builders Group, Inc., per the terms and conditions of PD 19-20.017, Perdido Fire Station Concrete Repairs, for the base bid of $339,426.94, and Alternate 1 in the amount of $25,236.74, for a total contractual amount of $364,663.68.

Vendor/Contractor	Funding	Amount	Contract Number
Empire Builders Group, Inc.	Fund: 001, General Fund, Cost Center: 310204, Object Code: 53101/54601	$364,663.68	PD 19-20.017

81 suppliers were solicited, five compliant bids were received.

BACKGROUND:

Deficiencies in the existing concrete pavement require the replacement of some of the pavement as recommended by the design consultant. This project is for the repairs and replacement of a portion of the existing concrete pavement at the Perdido Key Fire Station. The Base Bid consists of demolition of the northeast quadrant of the existing parking lot, where most of the deficiencies were identified, and replacing it with 8 inches of reinforced concrete on 8 inches of graded aggregate base. A new vinyl sheet pile wall will be constructed around the perimeter of the parking area in order to better protect the existing system. There

were other areas that were identified as having less severe deficiencies, so they were bid out as alternates. Funding was available for the base bid and alternate. Base Bid, in the amount of $339,426.94, along with bid alternate number one, in the amount of $25,336.74, was selected, based on funding and priority, for a total of $364,663.68.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Empire Builders Group, Inc.	Fund: F001,Cost Center:310204, Object Code: 53101/54601	$364,663.68	PD 19-20.017

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form D, Paving & Drainage.

PERSONNEL:

All work associated with this Recomendation was by Facilities Management Department, a consultant used by Facilities, and the Office of Purchasing.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recomendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article 2 Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue Attorney Standard Form of Contract, Form D, Paving and Drainage. George Bush, Escambia County Facilities Management Department, will be the Contract Administrator.

Attachments

Agreement
Solicitation
Addendum #1
Addendum #2
Addendum #3
Addendum #4
Bid Tabulation
Bid
Bid Analytics
Determination of Award Checklist

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

EMPIRE BUILDERS GROUP, INC.

FOR

PD 19-20.017 PERDIDO KEY FIRE STATION CONCRETE REPAIRS

FORM D: Road/Drainage

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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Perdido Key Fire Station Pavement Repairs / Pages 1-14 / December 03, 2019

Exhibit I/Technical Specifications

Escambia County Technical Specifications / Effective Date: February 01, 2015

Exhibit J/Supplemental Terms and Conditions (Non- Applicable)

Exhibit K/Federal Documents (Non- Applicable)

Exhibit L/Solicitation Documents Index

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND EMPIRE BUILDERS GROUP, Inc. FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with EMPIRE BUILDERS GROUP, Inc. , a corporation for profit, to perform all work ("Work") in connection with Perdido Key Fire Station Concrete Repairs 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:

$364,663.68

(Three Hundred Sixty Four Thousand Six Hundred Sixty Three Dollars and Sixty Eight Cents)

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 holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

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 Thirty (130) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling One Hundred Sixty (160) 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 One Hundred Fifty Dollars ($150.00) 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 Escambia County Technical Specifications / Effective Date: February 01, 2015
Exhibit I:	Plans & Standard Details prepared by or for County and Identified as follows: Perdido Key Fire Station Pavement Repairs / Pages 1-14 / December 03, 2019
Exhibit K:	Federal Documents (if applicable)
Exhibit L :	Sollicitation 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:

Facility's Management
100 E. Blount Street
Pensacola Florida 32501
Attention: George Bush

B. All correspondence with the Contractor will be addressed to the following:

Empire Builders Group, Inc.
3217 Tallship Lane
Pensacola, Florida 32526
Attention: Michael Macchia

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 Empire Builders Group, Inc. signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____ By: _____

Janice P. Gilley, County Administrator

Witness: _____ Date: _____

CONTRACTOR:
Empire Builders Group, Inc., a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary By: _____

By: _____ Its: President
Secretary

Date: _____

(Corporate Seal)

BCC Approved: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E.**

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit 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.

At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions

which adversely affect the Work.

8.1.2. Soil conditions which adversely affect the Work.

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade.

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site.

8.1.7. Any unusual or special occurrences at the Project site.

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as

coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

9.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written

Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of

the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit C**, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be

under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws,

ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____
(Project Name and Address)

_____
(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500-foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Benchmarks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor’s expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of

County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference

with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)

_____
_____ (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: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.

2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Paul R. Nobles, Purchasing Manager
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(Id-Ib) where:
Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)
Pb ' Bid unit price for Bituminous Material.
Id ' Asphalt Price Index during the month in which the material is incorporated into the project.
Ib ' Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

ESCAMBIA COUNTY
FLORIDA

Invitation to Bid

PERDIDO KEY FIRE STATION CONCRETE REPAIRS
SPECIFICATION NUMBER PD 19-20.017

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, 2-10-2020
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building
Pensacola, FL 32591-1591

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, 1-22-2020**

Board of County Commissioners
Steven Barry, Chairman
Robert Bender, Vice-Chairman
Lumon J. May
Jeff Bergosh
Douglas B. Underhill

From: Paul R. Nobles, Purchasing Manager

Assistance:
Lawrence A. Gordon
Purchasing Specialist
Escambia County Office of Purchasing
213 Palafox Place
2nd Floor, Matt Langley Bell III Building
Pensacola, FL 32502
Phone: 850-595-4987
Email: Lagordon@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to Vendors of the local Vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any Vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification, and shall have the sole discretion to determine if a Vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to Vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A Vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any Vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
PERDIDO KEY FIRE STATION CONCRETE REPAIRS
SPECIFICATION PD 19-20.017

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).
- Public Records Exemption of Building Plans

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

PERDIDO KEY FIRE STATION CONCRETE REPAIRS
PD 19-20.017

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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Exhibit A – Perdido Key Fire Station Project Manual (In Vender Registry)

Exhibit B – PKFS Construction Plans (In Vender Registry)

Exhibit C – PKFS Purchasing Bid Form (In Vender Registry)

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Lawrence A. Gordon
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4987

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Perdido Key Fire Station Concrete Repairs

Solicitation Number PD 19-20.017

Solicitation

MAILING DATE: 12-31-2019
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 10:00 AM CDT, 1-22-19
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, 2/10/2020, 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 Escambia 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 Escambia County Office of Purchasing. Protests 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: (___) _____
Toll Free: (___) _____
Fax: (____) _____

Bid Bond Attached:
$_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

_____
(Name and Title of Person Authorized to Sign Offer)

***** _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Base Bid Lump Sum Bid of_____**$**_____

Additive Alternate No. 1, Lump Sum Bid of_____**$**_____

Additive Alternate No. 2, Lump Sum Bid of_____**$**_____

Additive Alternate No. 3, Lump Sum Bid of_____**$**_____

Additive Alternate No. 4, Lump Sum Bid of_____**$**_____

Total Lump Sum Bid of _____**$**_____

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be substantially completed within **One Hundred Twenty (130) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **Thirty (30) consecutive calendar days** from the date of Substantial Completion, which is One Hundred Fifty (150) days from the Notice to Proceed. **Liquidated damages of $150 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

To: Escambia County Office of Purchasing

Re: PD 19-20.017 Perdido Key Fire Station Concrete Repairs

Our firm recently received an Invitation to Bid on the above-mentioned specification.

We hereby acknowledge and certify that our company has returned with our bid, the CD and/or any copies of the plans and specifications relative to this project. At the time we received this information, we understood that it was exempt from the Public Record Law and all the information, whether originals or duplicated, shall be returned in their entirety to Escambia County.

Name of Firm: _____

By: _____

Signature: _____

Title: _____

Date: _____

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: _____
Vice President: _____
Director: _____
Other: _____

Secretary: _____
Treasurer: _____
Director: _____
Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

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's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "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. Non-Conformation 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

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
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
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 judgement is from the lowest, 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 or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.017, "Perdido Key Fire Station Concrete Repairs ", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the 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:

A. 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.

B. Definitions

Blackout Period means the period between the time the Bids 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 cancelled.

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.

C. 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:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) 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. Scope of Work:

This project is for the repair of the damaged concrete pavement in the parking lot at the Perdido Key Fire Station. The project is being bid with a Base Bid and four Additive Alternate Bids. The Base Bid consists of demolition of the northeast quadrant of the existing parking lot and replacing it with 8 inches of reinforced concrete on 8 inches of graded aggregate base. A new vinyl sheet pile wall will be constructed around the perimeter of the parking area. Additional concrete pavement will be demolished and replaced at Inlets A. B, C, & H. The curb will be demolished and replaced, the guardrail will be demolished, salvaged and replaced, and a section of sidewalk will be demolished and replaced. The northeast underdrain will be videoed once the pavement is demolished. This will require the removal of the header pipe and videoing each of the eleven lateral pipes. Electric power will need to be restored to the outdoor lights that are outside the parking area, all remaining cracks greater the ¼ inch shall be sealed and the parking spaces will be repainted.

- Additive Alternate No. 1 will consist of demolition and repair of a larger area of pavement around Inlet C than is in the Base Bid and restriping the traffic lane lines.

- Additive Alternate No. 2 will consist of demolition of a portion of the front parking area and replacing with 6 inches of reinforced concrete with 8 inches of graded aggregate base and restriping the parking spaces.

- Additive Alternate No. 3 will consist of demolition and repair of a larger area of pavement around Inlet A than is in the Base Bid and restriping the traffic lane lines.

- Additive Alternate No. 4 will consist of demolition of a section of the west rear parking lot and replacing with 8 inches of reinforced concrete with 8 inches of graded aggregate base.

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid Form 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.

4. Performance and Payment Bonds

The County **shall** require the successful Offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up to **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.

5. Procurement Questions

Questions shall be directed to Lawrence A. Gordon, Purchasing Specialist, at Lagordon@myescambia.com. Last day for questions will be 1-30-2020 at 5:00 p.m. CDT.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid 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 Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on TBD at 10:00 AM CDT. It is strongly encouraged that all potential bidders attend this non-mandatory conference so they can ask questions and be automatically notified of any updates prior to the Bid Opening.

8. Liquidated Damages

Should the awarded Vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the Vendor shall pay to the County, as liquidated damages, the sum of $150 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the Vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Vendor.

9. Safety Regulations

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

10. Codes and Regulations

The awarded Vendor shall strictly comply with all federal, state and local building and safety codes.

11. Payment

Partial payments in the full amount for the value of approved work performed and /or 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

12. 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 Chief.

13. Drawings

New Public Records Exemptions of Building Plans Florida Statutes Chapter 119.07 www.leg.state.fl.us/statutes (To View Full Text of this Chapter)

Florida Statutes Chapter 119.07 has been amended as it relates to the inspection, examination and duplication of certain documents pertaining to County building construction.

Section 119.07(3)(b) provides the following:

1. Building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency as defined in s. 119.011 are exempt from the provisions of subsection (1) and s. 24(a), Art. 1 of the State Constitution.

2. This exemption applies to building plans, blueprints, schematic drawings, and diagrams, including draft, preliminary, and final formats, which depict the internal layout and structural elements of a building, arena, stadium, water treatment facility, or other structure owned or operated by an agency before, on, or after the effective date of this act.

3. Information made exempt by this paragraph may be disclosed:

    a. To another governmental entity if disclosure is necessary for the receiving entity to perform its duties and responsibilities;

    b. To a licensed architect, engineer, or contractor who is performing work on or related to the building, arena, stadium, water treatment facility, or other structure owned or operated by an agency; or

    c. Upon a showing of good cause before a court of competent jurisdiction.

4. The entities or persons receiving such information shall maintain the exempt status of the information.

Therefore, all CD's and copies of CD's together with any reproductions of any of these documents shall be returned with your bid, together with a signed copy of the acknowledgement and certification letter contained in the bid form section of the solicitation.

Drawings titled "Escambia County Juvenile Detention Center Flood Mitigation," dated February 22, 2019 are included in this Solicitation.

14. <u>Debris</u>

Awarded Vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

15. <u>Protection of Property/Security</u>

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.

16. 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 form(s) to the best of our knowledge.

17. Compliance with Governing Laws and Regulations

The Offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The Offeror should carefully review these requirements which are detailed in this solicitation.

18. 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.

19. Termination

A. The contract may be canceled by the contractor, for good cause, upon ninety (90) days prior written notice.

B. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.

C. In the event of termination by either party as provided herein, the awarded Vendor shall be paid for services performed through the date of termination.

20. Licenses, Certifications, Registrations

The Offeror shall at any time of Bid submission meet the license, certification, registration and any other requirements of the State, County, City and/or any other agency of authority with jurisdiction in such matters as necessary to perform the contractual services requested in this solicitation.

Copies of such licenses, certifications, registrations and any other requirements should be provided with the Bid submission; and, the Offeror shall provide follow-up evidence that as the contractor they maintain such credentials throughout the period of agreement.

21. 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.

22. Award

Award shall be made on an "all-or-none total" basis.

23. 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.

24. 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.)

Non-Contract Insurance Requirements

25. 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.

A. 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 worker's 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.

B. <u>Workers Compensation Coverage</u>

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. 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 $1,000,000.00 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. 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.

E. 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.

F. 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.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when

required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability 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: Lawrence A. Gordon, Purchasing Specialist
   Office of Purchasing, Room 11.101
   Pensacola, FL 32591-1591
   Fax (850) 595-4987

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.

H. Endorsements/Additional Insurance

The County may require the following endorsements or additional types of insurance.

Termination/Adverse Change Endorsement

All of contractor's policies, except for professional liability and worker's

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, nonrenewal or adverse change.

Commercial General Liability Coverage Project Aggregate

Because the commercial general liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of $_____ is required by the County for this agreement or contract.

Owners Protective Liability Coverage

For renovation or construction contracts the contractor shall provide for the County an owners protective liability insurance policy (preferably through the contractor's insurer) in the name of the County.

This is redundant coverage if the County is named as an additional insured in the contractor's commercial general liability insurance policy. However, this separate policy may be the only source of coverage if the contractor's liability coverage limit is used up by other claims.

Builders Risk Coverage

Builders risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the installation floater and motor truck cargo insurance described hereafter, if such coverages are not separately provided.

The builders risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

Installation Floater Coverage

Installation floater insurance is to be purchased when builder's risk insurance is inappropriate, or when builder's risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the contractor, including off-site storage, transit and installation. The amount of coverage should be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

Motor Truck Cargo Coverage

If the installation floater insurance does not provide transportation coverage, separate motor truck cargo or transportation insurance is to be provided for materials or equipment transported in the contractor's or other vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

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.

26. <u>Indemnification</u>

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.

Board of County Commissioners • Escambia County, Florida
Paul R. Nobles/Purchasing Mana ger
Office of Purchasing

January 22, 2020

To: All Known Prospective Bidders

Addendum Number 1:

RE: PERDIDO KEY FIRE STATION CONCRETE REPAIRS SPECIFICATION NUMBER PD 19-20.017

All:
This notice is to provide for Acknowledgement of

Addendum 1. The following information is provided:

There will be a mandatory meeting on site at the

Perdido Key fire station (15510 Perdido Key Drive

3207) at 10AM Wednesday 1-29-20.

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 you having received same. You may photo copy for your record.

Lawrence A. Gordon
Purchasing Specialist

Acknowledgement of Receipt of

Addendum 1: SIGNED: _____

COMPANY: _____

213 South h Pala fox Place, 2Nd Floor • Pensacola, Florida 32502
850.595.4980 • www.myescambia .com

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

213 South Palafox Place
2nd Floor • Pensacola, Florida 32502
Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

January 29, 2020

To: All Known Prospective Bidders

Addendum Number 2:

Re: Perdido Key Fire Station Concrete Repair
Specification Number: PD 19-20.017

This notice is to provide for Acknowledgement of Addendum Number 2.

Addendum number 2 reverses the county's decision to categorize today's site meeting (1-29-20) as a mandatory meeting. This addendum reclassifies the meeting held at 10AM on 1-29-20 on site at 15510 Perdido Key Drive (Perdido Key Fire Station) as a non-mandatory meeting.

This Addendum Number 2 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Lawrence A. Gordon
Purchasing Specialist

Enclosures

Acknowledgement of Receipt of Addendum 2:

SIGNED: _____

COMPANY: _____

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

213 South Palafox Place
2nd Floor • Pensacola, Florida 32502
Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

February 6, 2020, 2020

To: All Known Prospective Bidders

Addendum Number 3:

Re: Perdido Key Fire Station Concrete Repair
Specification Number: PD 19-20.017

This notice is to provide for Acknowledgement of Addendum Number 3.

Addendum number 3 Provides the following information:

- Responses to Questions
- Building Permit Parking Lot Invoice
- Attendance Sheet
- Building Permit Retaining Wall Invoice

This Addendum Number 3 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Lawrence A. Gordon
Purchasing Specialist

Enclosures

Acknowledgement of Receipt of Addendum 3:

SIGNED: _____

COMPANY: _____

Board of County Commissioners • Escambia County, Florida
Paul R. Nobles/Purchasing Mana ger
Office of Purchasing

February 11, 2020

To: All Known Prospective Bidders

Addendum Number 4:

RE: PERDIDO KEY FIRE STATION CONCRETE REPAIRS SPECIFICATION NUMBER PD 19-20.017

All:
This notice is to provide for Acknowledgement of

Addendum 4.

The following information is provided:

- **Bid Tab Under Review**
- **Blackout Notice**

This Addendum Number 4 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 you having received same. You may photo copy for your record.

Lawrence A. Gordon
Purchasing Specialist

Acknowledgement of Receipt of

Addendum 4: SIGNED: _____

COMPANY: _____

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 18-19.103 **Solicitation Name:** Vending Machine Services								
Bid Opening Time: 2:00 PM **Bid Opening Date:** 2/10/2020 **Bid Opening Location:** Large Purchasing CR **Name of Bidder(s)**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Empire Builders Group		Y	Y	Y	Y	Y	Y	Y	$364,663.68
J.Miller Construction , LLC		Y	Y	Y	Y	Y	Y	Y	$417,693.00
Birkshire Johnstone, LLC		Y	Y	Y	Y	Y	Y	Y	$481,700.00
Site & Utility , LLC		Y	Y	Y	Y	Y	Y	Y	$542,000.00
Bids Opened By:	Lawrence Gordon		**Date:**	2/10/2020	**Status:**				
Bids Tabulated By:	Lawrence Gordon		**Date:**	2/10/2020	UNDER REVIEW				
Bids Witnessed By:	George Bush		**Date:**	2/10/2020	**CAR Date:**		**BCC Date:**		

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:**

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: 2/11/20 **Form Completed By:**

Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

Bid Bond

CONTRACTOR:
(Name, legal status and address)

Empire Builders Group, Inc.
3217 Tallship Lane
Pensacola, FL 32526

SURETY:
(Name, legal status and principal place of business)
The Cincinnati Insurance Company
P.O. Box 145496
Cincinnati, OH 45250-5496
Mailing Address for Notices
P.O. Box 145496
Cincinnati, OH 45250-5496

OWNER:
(Name, legal status and address)

Escambia County Commissioners
213 Palafox Place
Pensacola, FL 32526

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

BOND AMOUNT: 5% Five Percent of Amount Bid

PROJECT:
(Name, location or address, and Project number, if any)

Perdido Key Fire Station Concrete Repairs/#PD 19-20.017/15500 Perdido Key Dr., Pensacola, FL

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 29th day of January, 2020.

(Witness)

Empire Builders Group, Inc.
(Principal) *(Seal)*

By: Pres
(Title)

(Witness) Margaret A. Schulz

The Cincinnati Insurance Company
(Surety) *(Seal)*

By:
(Title) Kevin R. Wojtowicz, Attorney-in-Fact & FL Licensed Agent

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Charles J. Nielson; David R. Hoover; Kevin R. Wojtowicz; Charles D. Nielson; Daniel F. Oaks; Laura D. Mosholder; Don Bramlage; Emily Golecki; Jarrett Merlucci; Shawn A. Burton; Edward M. Clark; Jessica P. Reno; Ian A. Nipper; Joseph P. Nielson; Edwin Turner, IV; Dale Belis; Richard Zimmerman; Daniel Cardenas and/or Christian Collins

of Miami Lakes, Florida its true and lawful Attorney(s)-in-Fact to Sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to

Twenty Million and No/100 Dollars ($20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may, with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Stephen A. Jutte

Vice President

STATE OF OHIO)
ss:
COUNTY OF BUTLER)

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

NOTARIAL SEAL STATE OF OHIO

Mark J. Huller

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio, this 24th day of January 2020

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Steven D. Dan

Secretary

BN-1005 (3/17)

BID FORM
Specification Number PD
Perdido Key Fire Station Pavement Repairs

Board of County Commissioners
Escambia County, Florida
Pensacola, Florida 32502

Date: 2-10-2020

Commissioners:

In accordance with your "Invitation for Bids" and "Instructions to Bidders" for **Perdido Key Fire Station Pavement Repairs** 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:

Base Bid Lump Sum Bid of----------$ 339,426.94

Additive Alternate No. 1, Lump Sum Bid of----------$ 25,236.74

Additive Alternate No. 2, Lump Sum Bid of ----------$ 29,061.35

Additive Alternate No. 3, Lump Sum Bid of ----------$ 36,865.57

Additive Alternate No. 4, Lump Sum Bid of ----------$ 22,490.66

Total Lump Sum Bid of ----------$ 453,081.25

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 1-22 Addendum No. 2 Date 1-29

Addendum No. 3 Date 2-6 Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority Document Number P04000079138

Occupational License No. 605049

Florida DBPR Contractor's License, Certification and/or Registration No. CGC 1517284

Type of Contractor's License, Certification and/or Registration General Contractor

Expiration Date: 8-31-2020

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 ✓.

Bidder: Empire Building Group

By: Michael Macchia

Signature: [signature]

Title: President

Address: 3217 Tallship Lane
Pensacola

Person to contact concerning this bid:
Same as above

Phone/Toll Free/Fax #

E-Mail Address:

Home Page Address:

Person to contact for emergency service:
Michael Macchia

Phone/Cell/Pager #: 850-698-6943

Bid Form Continued…
Perdido Key Fire Station Pavement Repairs

County Permits/Fees required for this project:

Permit	Cost
Permit Fees - $450	

Person to contact for disaster service:

Home Address:

Home Phone/Cell/Pager #:

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of Five Percent (%) of bid.
(FIVE OR TEN PERCENT)

The work shall be substantially completed within One hundred thirty (130) calendar days from the Commencement Date. The Bidder agrees to fully complete all work included above within thirty (30) consecutive calendar days from the date of Substantial Completion. **Liquidated damages of $150 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1. Demo - Delta Construction
2. Site - Empire Builders
3. Pilings - D P Construction
4.

NOTE:
FOR INFORMATION ONLY:
In the Agreement section of the Standard Construction Document, please fill in the above appropriate calendar days and the dollar amount.

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Lawrence A. Gordon
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4987

ESCAMBIA COUNTY, FLORIDA

Invitation to Bid

Perdido Key Fire Station Concrete Repairs

Solicitation Number PD 19-20.017

Solicitation

MAILING DATE: 12-31-2019
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 10:00 AM CDT, 1-22-19
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, 2/10/2020, 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 Escambia 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 Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: 03-0542651

Terms of Payment 30 DAYS

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer _____

Vendor Name: Empire Builders Group Inc.
Address: P.O. Box 37727
City, ST. & Zip: Pensacola, Fl. 32526
Phone: (850) 698-6743
Toll Free: (____) _____
Fax: (850) 455-0050

Bid Bond Attached:
$ 5%

Michael Machin
(Name and Title of Person Authorized to Sign Offer)

Signature of Person Authorized to Sign Offer
(Original Signature Required)

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.

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Base Bid Lump Sum Bid of	$ 339,426.84
Additive Alternate No. 1, Lump Sum Bid of	$ 25,236.74
Additive Alternate No. 2, Lump Sum Bid of	$ 29,061.35
Additive Alternate No. 3, Lump Sum Bid of	$ 36,865.57
Additive Alternate No. 4, Lump Sum Bid of	$ 22,490.66
Total Lump Sum Bid of	$ 453,081.25

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ✓

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 1-22 Addendum No. 2 Date 1-28

Addendum No. 3 Date 2-6 Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number P04000079138

Occupational License # 605049

Florida DBPR Contractor's License, Certification, and/or Registration # CGC1517284

Type of Contractor's License, Certification, and/or Registration CGC1517284

Expiration Date: 8-31-2020

County Permits/Fees Required for this Project: $1450.00

Person to Contact Concerning This Bid:

Name: Michael Macchia

Phone: 850-698-6943

E-Mail: Mike@empirebuildersgroup.com.

Person to Contact for Emergency Service:

Name: Same as above

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be substantially completed within **One Hundred Twenty (130) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **Thirty (30) consecutive calendar days** from the date of Substantial Completion, which is One Hundred Fifty (150) days from the Notice to Proceed. **Liquidated damages of $150 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

To: Escambia County Office of Purchasing

Re: PD 19-20.017 Perdido Key Fire Station Concrete Repairs

Our firm recently received an Invitation to Bid on the above-mentioned specification.

We hereby acknowledge and certify that our company has returned with our bid, the CD and/or any copies of the plans and specifications relative to this project. At the time we received this information, we understood that it was exempt from the Public Record Law and all the information, whether originals or duplicated, shall be returned in their entirety to Escambia County. N/A @

Name of Firm: Empire Business Group Inc

By: Michael Macchia

Signature: [signature]

Title: President

Date: 1-29-2020

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County
(Print Name of Public Entity)

By Michael Kelly
(Print Individual's Name and Title)

For Empire Builders Group Inc.
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:
P.O. box 37771
Pensacola, FL 32526

And (if applicable) its Federal Employer Identification Number (FEIN) is:
03-0542651

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: 03-0542651

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

✓ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and ~~subscribed~~ before me this 7 day of FEBRUARY, 20 20. ~~Personally~~ known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of FLORIDA

My Commission Expires: 3-11-22

Brittany Macchia

BRITTANY MACCHIA
Notary Public - State of Florida
Commission # GG 194093
My Comm. Expires Mar 11, 2022
Bonded through National Notary Assn.

BRITTANY MACCHIA
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that Empire Builders Group Inc. does:
(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

✓ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Offeror's Signature

1-28-2020

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President: Michael Macchia
Secretary: _____
Vice President: _____
Treasurer: _____
Director: _____
Director: _____
Other: _____
Other: _____

Name of Corporation (As Used in Florida)

Empire Builders Group Inc.

(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: P.O. Box 37727
City, State, Zip: Pensacola, FL 32526

Street Address: 3217 Township Lane
City, State, Zip: Pensacola, FL 32526

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:
03-0542657
(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company: Michael Macchia

E-Mail: mike@empirebuildersgroup.com. **Telephone:** 850-698-6943
Facsimile: 850-455-0090

Name of Individual Who Will Sign the Instrument on Behalf of the Company:
Michael Macchia
Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:
President

END

Verified by: _____ Date: _____

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MACCHIA, MICHAEL

EMPIRE BUILDERS GROUP INC
3217 TALLSHIP LN
PENSACOLA FL 32526

LICENSE NUMBER: CGC1517284

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

ESCAMBIA COUNTY BUSINESS TAX RECEIPT

Scott Lunsford
Escambia County Tax Collector

BUILDING CONTRACTOR

EMPIRE BUILDERS GROUP INC

3217 TALLSHIP LN
PENSACOLA, FL 32526

2019 / 2020

EXPIRES: SEPTEMBER 30, 2020

BUSINESS: EMPIRE BUILDERS GROUP INC

ACCOUNT NO:605049

OWNER NAME: MACCHIA MICHAEL

LOCATION: 3217 TALLSHIP LN GROUP TYPE: 30106 TOTAL: 26.25

Paid 08/25/2019 26.25

This business tax receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

THE ISSUANCE OF THIS RECEIPT DOES NOT ENSURE COMPETENCY

State of Florida
Department of State

I certify from the records of this office that EMPIRE BUILDERS GROUP INC. is a corporation organized under the laws of the State of Florida, filed on May 17, 2004.

The document number of this corporation is P04000079138.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 2, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Second day of April, 2019

GREAT SEAL OF THE STATE OF FLORIDA
IN GOD WE TRUST

Secretary of State

Tracking Number: 0317468062CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

VendorRegistry

Analytics

for ' PERDIDO KEY FIRE STATION CONCRETE REPAIRS '

Solicitation Gate Status: Not Gated

Download Gate Status: Not Gated

Total Views: 801

Unique Views: N/A

Total Downloads: 695

Unique Downloads: N/A

Emails

EXPORT TO EXCEL

Event Date	Company	Email	Subject	Event

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Aftermath Disaster Recovery	rfps@aftermathdisaster.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	All About Lines Striping	antwan@aalinestriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Allstop Waterproofing, LLC	david@allstopwaterproofing.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Andala Enterprises, Inc.	johnralls@rallslawfirm.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Anderson Columbia Co Inc	debra.ward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Anderson Columbia Co Inc	debra.ward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
12/31/2019 12:44 PM	Anderson Columbia Co Inc	walter.edward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	ANTILLEAN RX CENTERS, LLC	Bmontgomery02@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	ANTILLEAN RX CENTERS, LLC	daniel@sevengatescorp.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Arkitektura Development Inc	bethacontreras@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Baughn Renovations, LLC	oran@baughnrenovations.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Baughn Renovations, LLC	RANDY@BAUGHNRENOVATIONS.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Bear General Contractors	joshua@beargc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Birkshire Johnstone, LLC	chris@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Birkshire Johnstone, LLC	melissa@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	BRADLEY MASONRY,INC	JON@BRADLEYMASONRY.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	BRADLEY MASONRY,INC	karen@bradleymasonry.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	CasTech Products, Inc	wlw@castechproducts.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	CDM contracting	operations1@cdmcontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Chris Perritt LLC	chrp4x4@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Christopher C.Bargaineer concrete construction inc	bargaineerconcrete@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Citrus Sandblast	brandon@citrussandblast.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	ConstructConnect	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	ConstructConnect	kristy.osborn@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Construction Journal	bids@thecj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Cunningham DeLaney Construction	richard@cunninghamdelaney.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	D & B Builders, Inc.	vance@db-builders.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	D & K Concrete construction	dkconcrete24@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	D&B Builders, Inc.	vance@db-builders.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Dickerson Florida, Inc.	apeterson@dfifl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Dickerson Florida, Inc.	rickf@dfifl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Dodge Data & Analytics	s.kalyanaraman@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Elite Site Construction Company, LLC.	sean.elitesite@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Emerald Coast Constructors, Inc.	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Emerald Coast Constructors, Inc.	rzimmerman.ecc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Emry Construction LLC	emryconstruction@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Enterprise Pals, Inc.	nazim@enterprisepals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Erosion Control Specialist Inc.	ecspecialist@live.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Evan Chase Construction, Inc.	evanchaseconstruction@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Faircloth Land Services	carrottopcakes@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Faircloth Land Services	southerndieselpower@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	GLF Construction Corporation	jadams@glfusa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Grand Service Company, LLC.	gsc7149@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Grand Service Company, LLC.	markg7149@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Green Dream International	a.havan@greendreamgr.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Green Group Environmental, LLC	brian@greengroupenvironmental.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Greenhut Construction	randy@greenhut.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Gulf Atlantic Constructors	tclukey@gacinc.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Gulf Atlantic Constructors, Inc.	bbauer@gacinc.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Gulf Coast Industrial Construction, LLC	johnny.baggett96@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	H. O. Weaver & Sons, Inc.	michael@hoseaweaver.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	H.L. Bennett & Associates Inc.	hlb2@hlbennett.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Hanson Professional Services Inc.	blemieux@hanson-inc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Hanson Professional Services Inc.	narnoux@hanson-inc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Infrastructure Specialty Services	tammy@issglobalservices.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Innova LLC	admin@byinnova.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	iSqFt	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	iSqFt	kosborn@isqft.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	J MIller Construction Inc	chris@jmillerconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	J&E Construction	may@jeconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	J. Miller Construction	tomdulaney@jmillerconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	James Johnson Concrete Contractor LLC	jamesjohnsonjr3@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	James Johnson Concrete Contractor LLC	Kwilli0408@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	JAMES MALLORY CONTRACTOR INC	jmallory@jmallorycontractorinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Jire PPE & Jr construction Company LLC	demetrioroofing@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	JMJ HOME DEVELOPMENT LLC	jmj@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	JMJ HOME DEVELOPMENT LLC	mjaca@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	JMJ HOME DEVELOPMENT LLC	OJACA@JMJHOMESLLC.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	JRM Construction Group	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	JRM construction group, inc.	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	KDL Underground & Development, Inc.	jamie.kdl@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	KDL Underground & Development, Inc.	keri.kdl@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Kiewit Infrastructure South Co.	john.zelenka@kiewit.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	KWOIN CONSTRUCTION CORPORATION	aarchie@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	KWOIN CONSTRUCTION CORPORATION	kwoincorp@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Larry M Jacobs & Associates	kima@lmj-a.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	loren jock trucking	bill@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	loren jock trucking	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Loren Jock Trucking, Inc.	bill@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Loren Jock Trucking, Inc.	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	LTS CONSTRUCTION LLC	ltswatson519@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Mattair Construction Co., Inc.	becky@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Mattair Construction Co., Inc.	lloyd@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Maverick Demolition of N W Florida, Inc.	maverickdemolitioninc@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
12/31/2019 12:44 PM	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
12/31/2019 12:44 PM	MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Middle Georgia Paving, Inc.	fkitchens.midgapaving@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Midsouth Paving, Inc.	mindy.smallwood@midsouthpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Morris & Morris Landscaping	morris_morrislandscaping@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Morris & Morris LLC	morris_morrislandscaping@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	OliverSperry Renovation	tboyer@oliversperryrenovation.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Olvera Company	mike@olveracompany.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Olympus Painting Contractors Inc	lisa@olympuspainting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Omni Construction	donna@omniconstruction.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Ozark Striping Company, Inc.	chris@ozarkstriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Ozark Striping Company, Inc.	tammylewis@ozarkstriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	PAC Comm Inc.	jmendez@paccominc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Padgett Construction	ty.melissa@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Panhandle Grading & Paving, Inc	josh@panhandlegradingandpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Pat's Pump & Blower	kfender@patspump.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Pat's Pump & Blower	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Pat's Pump & Blower LLC	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Peed Bros., Inc.	alance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Peed Bros., Inc.	clance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Phillips and Jordan, Inc	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Phillips and Jordan, Inc.	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Phoenix Construction Services, Inc.	tschoppe@phoenix-fl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	pittman tractor co. inc.	lynn@pittmantractor.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	pittman tractor co. inc.	tripsequip@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Pneumatic Concrete Co., Inc.	humblewgary@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Pneumatic Concrete Co., Inc.	pneuconcoinc@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Prince Contracting, LLC	tmhardy@princecontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Principle Properties Inc.	rdesser007@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Pro Seal Of Florida	pamelaspencer@prosealofflorida.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Pro Seal Of Florida	stockdragon219@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	R H Mooore	michael@rhmooreassociates.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Radford and Nix Construction, LLC.	snix_rnc@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Rapid Blueprint of St. Pete, LLC	hasiaz@digitalimagingservices.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Rapid Reprographics of Gainesville	hasiaz@digitalimagingservices.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Rapid Reprographics of Gainesville	plots@advancereporgraphics.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	RBM Contracting Services, LLC	rbm.coordinator@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Reasor Building Group	matt.hall@rbg8a.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Reisch Development and Construction Services, LLC	peggy@reischco.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Reyco Contracting Solutions LLC	vgarrett@reycocontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Reyco Contracting Solutions LLC	vreynoso@reycocontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Roads Inc. of NWF	chase@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Roads, Inc. of NWF	chase@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	ROADS, INC. OF NWF	djohnson@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Roberson Underground Utility LLC	robersonundergroundllc@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Rogar Management & Consulting of FL LLC	alfonso@dekorausa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	S.H. Hayes Enterprises, LLC	shayes1218@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Session & Wells Enterprises INC	wells.session@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Site and Utility LLC	dfowler@siteandutilityllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Site and Utility, LLC	bobbygodfrey2@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Site and Utility, LLC	dee@southtrustpg.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Southeastern Construction, Inc.	wayne@southeasternconstruction.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Southern Utility Co.	denny@southernutility.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	southern utility company inc	denny@southernutility.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Spring Clean	darrenfrieson@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Spring Clean	jeffsmith@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Spring Clean	stevendavis@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Spring Clean Cleaning Service LLC	darrenfrieson@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Spring Clean Cleaning Service LLC	stevendavis@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Sunbelt Rentals	Brent.McCurry@sunbeltrentals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Sunbelt Rentals	matt.rolfe@sunbeltrentals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Superior Construction Company Southeast, LLC	see@superiorconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Takco Construction	ron@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Takco Construction	steve@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Talcon Group, LLC	vhurst@talcongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Team Synergy, LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Terry's Paint & Body Inc.	hbrowser@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	The Sumlin Group Llc	mikesumlin@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Three Trade Consultants Inc.	bradley.threetrade@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Treadstone Construction Inc.	ctreadstone.con@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Triptek Construction	miles@triptekllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Universal Concrete Grinding	k.owen@universalconcretegrinding.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Vortex Services, LLC.	ccorrigan@vortexcompanies.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Wharton-Smith, Inc.	estimatinggulf@whartonsmith.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Wide Range Home Repair & Tractor Services	widerangehomerepair@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Xtreme Development	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:44 PM	Xtreme Development	Sherry@XtremeDevelopmentLLC.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Xtreme Development LLC.	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:44 PM	Xtreme Development LLC.	Sherry@XtremeDevelopmentLLC.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:45 PM	Anderson Columbia Co Inc	debra.ward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
12/31/2019 12:45 PM	Green Dream International	a.moore@gdicompany.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:45 PM	Green Dream International	a.moore@greendreamgr.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:45 PM	Gulf Coast Environmental Contractors, Inc.	scott@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:45 PM	Gulf Coast Environmental Contractors, Inc.	tracy@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
12/31/2019 12:45 PM	Peed Bros., Inc.	alance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
12/31/2019 12:45 PM	Peed Bros., Inc.	alance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
12/31/2019 12:45 PM	Peed Bros., Inc.	clance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
12/31/2019 12:45 PM	Peed Bros., Inc.	clance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
12/31/2019 12:45 PM	pittman tractor co. inc.	lynn@pittmantractor.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
12/31/2019 12:45 PM	pittman tractor co. inc.	lynn@pittmantractor.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
12/31/2019 12:45 PM	Roads, Inc. of NWF	josh@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
12/31/2019 12:46 PM	Jire PPE & Jr construction Company LLC	demetrioroofing@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
12/31/2019 12:48 PM	JRM Construction Group	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
12/31/2019 12:48 PM	JRM construction group, inc.	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
12/31/2019 1:06 PM	Green Group Environmental, LLC	brian@greengroupenvironmental.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
12/31/2019 1:09 PM	BRADLEY MASONRY,INC	karen@bradleymasonry.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
12/31/2019 1:10 PM	Citrus Sandblast	brandon@citrussandblast.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
12/31/2019 1:13 PM	JMJ HOME DEVELOPMENT LLC	mjaca@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
12/31/2019 1:50 PM	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
12/31/2019 2:03 PM	Greenhut Construction	randy@greenhut.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
12/31/2019 2:08 PM	JMJ HOME DEVELOPMENT LLC	OJACA@JMJHOMESLLC.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
12/31/2019 2:19 PM	CasTech Products, Inc	wlw@castechproducts.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
12/31/2019 2:29 PM	Ozark Striping Company, Inc.	tammylewis@ozarkstriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
12/31/2019 2:39 PM	James Johnson Concrete Contractor LLC	jamesjohnsonjr3@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
12/31/2019 2:40 PM	James Johnson Concrete Contractor LLC	jamesjohnsonjr3@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
12/31/2019 2:47 PM	Roads, Inc. of NWF	josh@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
12/31/2019 2:51 PM	Triptek Construction	miles@triptekllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
12/31/2019 3:19 PM	pittman tractor co. inc.	tripsequip@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
12/31/2019 4:01 PM	Treadstone Construction Inc.	ctreadstone.con@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
12/31/2019 4:24 PM	MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
12/31/2019 4:32 PM	Takco Construction	ron@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
12/31/2019 4:33 PM	Takco Construction	ron@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
12/31/2019 6:55 PM	JAMES MALLORY CONTRACTOR INC	jmallory@jmallorycontractorinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/1/2020 8:41 AM	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/1/2020 8:41 AM	Emerald Coast Constructors, Inc.	rzimmerman.ecc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/1/2020 12:23 PM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
1/1/2020 12:33 PM	Rogar Management & Consulting of FL LLC	alfonso@dekorausa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/1/2020 12:53 PM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/1/2020 12:53 PM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/1/2020 10:41 PM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/2/2020 1:22 AM	Construction Journal	bids@thecj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/2/2020 2:17 AM	ConstructConnect	kristy.osborn@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/2/2020 2:17 AM	iSqFt	kosborn@isqft.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/2/2020 2:50 AM	ConstructConnect	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/2/2020 2:50 AM	iSqFt	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/2/2020 2:52 AM	ConstructConnect	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
1/2/2020 2:52 AM	iSqFt	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/2/2020 6:26 AM	Site and Utility, LLC	bobbygodfrey2@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/2/2020 6:26 AM	Site and Utility, LLC	bobbygodfrey2@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/2/2020 8:19 AM	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/2/2020 8:49 AM	LTS CONSTRUCTION LLC	ltswatson519@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/2/2020 9:03 AM	Mattair Construction Co., Inc.	becky@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/2/2020 9:38 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/2/2020 9:38 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/2/2020 9:39 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/2/2020 9:39 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
1/2/2020 9:39 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/2/2020 9:39 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/2/2020 10:01 AM	loren jock trucking	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/2/2020 10:01 AM	Loren Jock Trucking, Inc.	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/2/2020 11:15 AM	Xtreme Development	Sherry@XtremeDevelopmentLLC.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/2/2020 11:15 AM	Xtreme Development LLC.	Sherry@XtremeDevelopmentLLC.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/2/2020 4:29 PM	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/2/2020 4:29 PM	Emerald Coast Constructors, Inc.	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/3/2020 7:01 AM	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/3/2020 7:32 AM	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/3/2020 10:41 AM	Gulf Coast Industrial Construction, LLC	johnny.baggett96@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/3/2020 10:58 AM	Panhandle Grading & Paving, Inc	josh@panhandlegradingandpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/3/2020 5:59 PM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/3/2020 5:59 PM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/6/2020 5:46 AM	Site and Utility LLC	dfowler@siteandutilityllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/6/2020 5:46 AM	Site and Utility, LLC	dee@southtrustpg.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/6/2020 7:47 AM	Bear General Contractors	joshua@beargc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/6/2020 9:12 AM	Gulf Coast Environmental Contractors, Inc.	tracy@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/6/2020 7:23 PM	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/7/2020 9:15 AM	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
1/7/2020 10:23 AM	Xtreme Development	Sherry@XtremeDevelopmentLLC.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/7/2020 10:23 AM	Xtreme Development LLC.	Sherry@XtremeDevelopmentLLC.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/8/2020 3:30 PM	Cunningham DeLaney Construction	richard@cunninghamdelaney.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/9/2020 6:19 AM	GLF Construction Corporation	jadams@glfusa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/10/2020 6:48 AM	Erosion Control Specialist Inc.	ecspecialist@live.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/11/2020 8:30 AM	Wide Range Home Repair & Tractor Services	widerangehomerepair@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/13/2020 6:10 AM	Hanson Professional Services Inc.	blemieux@hanson-inc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 3:07 PM	Aftermath Disaster Recovery	rfps@aftermathdisaster.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	All About Lines Striping	antwan@aalinestriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Allstop Waterproofing, LLC	david@allstopwaterproofing.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Andala Enterprises, Inc.	johnralls@rallslawfirm.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Anderson Columbia Co Inc	debra.ward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Anderson Columbia Co Inc	walter.edward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	ANTILLEAN RX CENTERS, LLC	Bmontgomery02@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	ANTILLEAN RX CENTERS, LLC	daniel@sevengatescorp.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Arkitektura Development Inc	bethacontreras@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Baughn Renovations, LLC	oran@baughnrenovations.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Baughn Renovations, LLC	RANDY@BAUGHNRENOVATIONS.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Bear General Contractors	joshua@beargc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Birkshire Johnstone, LLC	chris@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Birkshire Johnstone, LLC	melissa@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Blue Team Restoration	Jrobards@bbmkcontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	BRADLEY MASONRY,INC	JON@BRADLEYMASONRY.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	BRADLEY MASONRY,INC	karen@bradleymasonry.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	CasTech Products, Inc	wlw@castechproducts.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	CDM contracting	operations1@cdmcontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Chris Perritt LLC	chrp4x4@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Christopher C.Bargaineer concrete construction inc	bargaineerconcrete@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Citrus Sandblast	brandon@citrussandblast.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	ConstructConnect	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	ConstructConnect	kristy.osborn@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Construction Journal	bids@thecj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Cunningham DeLaney Construction	richard@cunninghamdelaney.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	D & B Builders, Inc.	vance@db-builders.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	D & K Concrete construction	dkconcrete24@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	D&B Builders, Inc.	vance@db-builders.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Dickerson Florida, Inc.	apeterson@dfifl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Dickerson Florida, Inc.	rickf@dfifl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Dodge Data & Analytics	s.kalyanaraman@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Elite Site Construction Company, LLC.	sean.elitesite@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Emerald Coast Constructors, Inc.	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Emerald Coast Constructors, Inc.	rzimmerman.ecc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Emry Construction LLC	emryconstruction@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Enterprise Pals, Inc.	nazim@enterprisepals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Erosion Control Specialist Inc.	ecspecialist@live.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Evan Chase Construction, Inc.	evanchaseconstruction@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Faircloth Land Services	carrottopcakes@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Faircloth Land Services	southerndieselpower@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	GLF Construction Corporation	jadams@glfusa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Grand Service Company, LLC.	gsc7149@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Grand Service Company, LLC.	markg7149@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Green Dream International	a.havan@greendreamgr.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Green Group Environmental, LLC	brian@greengroupenvironmental.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Greenhut Construction	randy@greenhut.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Gulf Atlantic Constructors	tclukey@gacinc.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Gulf Atlantic Constructors, Inc.	bbauer@gacinc.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Gulf Coast Industrial Construction, LLC	johnny.baggett96@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	H. O. Weaver & Sons, Inc.	michael@hoseaweaver.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	H.L. Bennett & Associates Inc.	hlb2@hlbennett.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Hanson Professional Services Inc.	blemieux@hanson-inc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Hanson Professional Services Inc.	narnoux@hanson-inc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Infrastructure Specialty Services	tammy@issglobalservices.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Innova LLC	admin@byinnova.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	iSqFt	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	iSqFt	kosborn@isqft.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	J MIller Construction Inc	chris@jmillerconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	J&E Construction	may@jeconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	J. Miller Construction	tomdulaney@jmillerconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	James Johnson Concrete Contractor LLC	jamesjohnsonjr3@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	James Johnson Concrete Contractor LLC	Kwilli0408@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	JAMES MALLORY CONTRACTOR INC	jmallory@jmallorycontractorinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Jire PPE & Jr construction Company LLC	demetrioroofing@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	JMJ HOME DEVELOPMENT LLC	jmj@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	JMJ HOME DEVELOPMENT LLC	mjaca@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	JMJ HOME DEVELOPMENT LLC	OJACA@JMJHOMESLLC.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	JRM Construction Group	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	JRM construction group, inc.	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	KDL Underground & Development, Inc.	jamie.kdl@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	KDL Underground & Development, Inc.	keri.kdl@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Kiewit Infrastructure South Co.	john.zelenka@kiewit.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	KWOIN CONSTRUCTION CORPORATION	aarchie@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	KWOIN CONSTRUCTION CORPORATION	kwoincorp@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Larry M Jacobs & Associates	kima@lmj-a.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	loren jock trucking	bill@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	loren jock trucking	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Loren Jock Trucking, Inc.	bill@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Loren Jock Trucking, Inc.	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	LTS CONSTRUCTION LLC	ltswatson519@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Mattair Construction Co., Inc.	becky@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Mattair Construction Co., Inc.	lloyd@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Maverick Demolition of N W Florida, Inc.	maverickdemolitioninc@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Middle Georgia Paving, Inc.	fkitchens.midgapaving@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Midsouth Paving, Inc.	mindy.smallwood@midsouthpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Morris & Morris Landscaping	morris_morrislandscaping@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Morris & Morris LLC	morris_morrislandscaping@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	OliverSperry Renovation	tboyer@oliversperryrenovation.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Olvera Company	mike@olveracompany.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Olympus Painting Contractors Inc	lisa@olympuspainting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Omni Construction	donna@omniconstruction.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Ozark Striping Company, Inc.	chris@ozarkstriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Ozark Striping Company, Inc.	tammylewis@ozarkstriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	PAC Comm Inc.	jmendez@paccominc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Padgett Construction	ty.melissa@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Panhandle Grading & Paving, Inc	josh@panhandlegradingandpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Pat's Pump & Blower	kfender@patspump.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Pat's Pump & Blower	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Pat's Pump & Blower LLC	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Peed Bros., Inc.	alance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Peed Bros., Inc.	clance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Phillips and Jordan, Inc	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Phillips and Jordan, Inc.	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Phoenix Construction Services, Inc.	tschoppe@phoenix-fl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	pittman tractor co. inc.	lynn@pittmantractor.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	pittman tractor co. inc.	tripsequip@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Pneumatic Concrete Co., Inc.	humblewgary@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Pneumatic Concrete Co., Inc.	pneuconcoinc@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Prince Contracting, LLC	tmhardy@princecontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Principle Properties Inc.	rdesser007@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Pro Seal Of Florida	pamelaspencer@prosealofflorida.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Pro Seal Of Florida	stockdragon219@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	R H Mooore	michael@rhmooreassociates.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Radford and Nix Construction, LLC.	snix_rnc@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Rapid Blueprint of St. Pete, LLC	hasiaz@digitalimagingservices.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Rapid Reprographics of Gainesville	hasiaz@digitalimagingservices.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Rapid Reprographics of Gainesville	plots@advancereporgraphics.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	RBM Contracting Services, LLC	rbm.coordinator@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Reasor Building Group	matt.hall@rbg8a.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Reisch Development and Construction Services, LLC	peggy@reischco.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Reyco Contracting Solutions LLC	vgarrett@reycocontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Reyco Contracting Solutions LLC	vreynoso@reycocontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Roads Inc. of NWF	chase@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	ROADS, INC. OF NWF	chase@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	ROADS, INC. OF NWF	djohnson@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Roads, Inc. of NWF	josh@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Roberson Underground Utility LLC	robersonundergroundllc@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Rogar Management & Consulting of FL LLC	alfonso@dekorausa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	S.H. Hayes Enterprises, LLC	shayes1218@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Session & Wells Enterprises INC	wells.session@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Site and Utility LLC	dfowler@siteandutilityllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Site and Utility, LLC	bobbygodfrey2@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Site and Utility, LLC	dee@southtrustpg.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Southeastern Construction, Inc.	wayne@southeasternconstruction.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Southern Utility Co.	denny@southernutility.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	southern utility company inc	denny@southernutility.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Spring Clean	darrenfrieson@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Spring Clean	jeffsmith@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Spring Clean	stevendavis@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Spring Clean Cleaning Service LLC	darrenfrieson@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Spring Clean Cleaning Service LLC	stevendavis@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Suns And Pops LLC	sunsandpops@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Superior Construction Company Southeast, LLC	see@superiorconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Takco Construction	ron@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Takco Construction	steve@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Talcon Group, LLC	vhurst@talcongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Team Synergy, LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Terry's Paint & Body Inc.	hbrowser@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	The Sumlin Group Llc	mikesumlin@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Three Trade Consultants Inc.	bradley.threetrade@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Treadstone Construction Inc.	ctreadstone.con@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Triptek Construction	miles@triptekllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Universal Concrete Grinding	k.owen@universalconcretegrinding.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Vortex Services, LLC.	ccorrigan@vortexcompanies.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Wharton-Smith, Inc.	amatthews@whartonsmith.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Wharton-Smith, Inc.	estimatinggulf@whartonsmith.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Wide Range Home Repair & Tractor Services	widerangehomerepair@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:07 PM	Xtreme Development	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Xtreme Development	Sherry@XtremeDevelopmentLLC.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Xtreme Development LLC.	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:07 PM	Xtreme Development LLC.	Sherry@XtremeDevelopmentLLC.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:08 PM	Anderson Columbia Co Inc	debra.ward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/22/2020 3:08 PM	Green Dream International	a.moore@gdicompany.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:08 PM	Green Dream International	a.moore@greendreamgr.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:08 PM	Gulf Coast Environmental Contractors, Inc.	tracy@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:08 PM	H. O. Weaver & Sons, Inc.	michael@hoseaweaver.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 3:08 PM	Peed Bros., Inc.	clance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/22/2020 3:08 PM	Peed Bros., Inc.	clance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/22/2020 3:08 PM	pittman tractor co. inc.	lynn@pittmantractor.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/22/2020 3:08 PM	Universal Concrete Grinding	k.owen@universalconcretegrinding.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 3:09 PM	Anderson Columbia Co Inc	debra.ward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/22/2020 3:09 PM	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
1/22/2020 3:09 PM	Peed Bros., Inc.	alance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/22/2020 3:10 PM	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 3:11 PM	Bear General Contractors	joshua@beargc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/22/2020 3:11 PM	Gulf Coast Environmental Contractors, Inc.	scott@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:11 PM	Pat's Pump & Blower	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/22/2020 3:11 PM	Pat's Pump & Blower LLC	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 3:13 PM	CasTech Products, Inc	wlw@castechproducts.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 3:13 PM	Christopher C.Bargaineer concrete construction inc	bargaineerconcrete@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/22/2020 3:19 PM	Sunbelt Rentals	Brent.McCurry@sunbeltrentals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/22/2020 3:19 PM	Sunbelt Rentals	matt.rolfe@sunbeltrentals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/22/2020 3:20 PM	Takco Construction	ron@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 3:21 PM	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 3:27 PM	Xtreme Development	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 3:27 PM	Xtreme Development LLC.	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 3:29 PM	Peed Bros., Inc.	alance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/22/2020 3:30 PM	Christopher C.Bargaineer concrete construction inc	bargaineerconcrete@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 3:30 PM	Mattair Construction Co., Inc.	becky@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 3:30 PM	Olvera Company	mike@olveracompany.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 3:39 PM	Panhandle Grading & Paving, Inc	josh@panhandlegradingandpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 3:42 PM	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/22/2020 3:42 PM	Emerald Coast Constructors, Inc.	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 4:01 PM	Roads, Inc. of NWF	josh@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 4:20 PM	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 4:27 PM	Citrus Sandblast	brandon@citrussandblast.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 4:53 PM	Allstop Waterproofing, LLC	david@allstopwaterproofing.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/22/2020 5:01 PM	Baughn Renovations, LLC	RANDY@BAUGHNRENOVATIONS.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 5:04 PM	Takco Construction	steve@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 5:08 PM	loren jock trucking	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 5:08 PM	Loren Jock Trucking, Inc.	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 5:30 PM	Kiewit Infrastructure South Co.	john.zelenka@kiewit.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/22/2020 6:33 PM	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/22/2020 6:33 PM	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 6:54 PM	pittman tractor co. inc.	lynn@pittmantractor.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 8:59 PM	Wide Range Home Repair & Tractor Services	widerangehomerepair@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 9:00 PM	iSqFt	kosborn@isqft.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
1/22/2020 9:38 PM	Enterprise Pals, Inc.	nazim@enterprisepals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 9:43 PM	James Johnson Concrete Contractor LLC	jamesjohnsonjr3@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/22/2020 10:15 PM	Construction Journal	bids@thecj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/22/2020 10:18 PM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/23/2020 12:54 AM	ConstructConnect	kristy.osborn@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
1/23/2020 12:54 AM	ConstructConnect	kristy.osborn@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/23/2020 1:49 AM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/23/2020 1:49 AM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/23/2020 3:21 AM	ConstructConnect	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/23/2020 3:21 AM	ConstructConnect	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/23/2020 3:21 AM	iSqFt	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/23/2020 3:21 AM	iSqFt	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/23/2020 4:09 AM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/23/2020 4:09 AM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/23/2020 6:23 AM	Phillips and Jordan, Inc	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/23/2020 6:23 AM	Phillips and Jordan, Inc.	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/23/2020 7:00 AM	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/23/2020 7:09 AM	JMJ HOME DEVELOPMENT LLC	mjaca@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/23/2020 8:30 AM	BRADLEY MASONRY,INC	karen@bradleymasonry.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/23/2020 8:41 AM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/23/2020 8:59 AM	Gulf Coast Environmental Contractors, Inc.	tracy@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/23/2020 11:09 AM	James Johnson Concrete Contractor LLC	jamesjohnsonjr3@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/23/2020 1:35 PM	Session & Wells Enterprises INC	wells.session@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/23/2020 3:11 PM	pittman tractor co. inc.	tripsequip@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/24/2020 8:29 AM	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/27/2020 2:01 PM	Site and Utility, LLC	dee@southtrustpg.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/27/2020 2:03 PM	Site and Utility LLC	dfowler@siteandutilityllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/27/2020 2:07 PM	Site and Utility, LLC	dee@southtrustpg.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/27/2020 3:28 PM	Site and Utility LLC	dfowler@siteandutilityllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 8:10 AM	Southern Utility Co.	denny@southernutility.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
1/29/2020 8:10 AM	southern utility company inc	denny@southernutility.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/29/2020 8:38 PM	Aftermath Disaster Recovery	rfps@aftermathdisaster.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 8:38 PM	All About Lines Striping	antwan@aalinestriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 8:38 PM	Allstop Waterproofing, LLC	david@allstopwaterproofing.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 8:38 PM	Andala Enterprises, Inc.	johnralls@rallslawfirm.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Anderson Columbia Co Inc	debra.ward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Anderson Columbia Co Inc	walter.edward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	ANTILLEAN RX CENTERS, LLC	Bmontgomery02@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	ANTILLEAN RX CENTERS, LLC	daniel@sevengatescorp.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Arkitektura Development Inc	bethacontreras@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Baughn Renovations, LLC	oran@baughnrenovations.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Baughn Renovations, LLC	RANDY@BAUGHNRENOVATIONS.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Bear General Contractors	joshua@beargc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Birkshire Johnstone, LLC	chris@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Birkshire Johnstone, LLC	melissa@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Blue Team Restoration	Jrobards@bbmkcontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	BRADLEY MASONRY,INC	JON@BRADLEYMASONRY.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	BRADLEY MASONRY,INC	karen@bradleymasonry.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	CasTech Products, Inc	wlw@castechproducts.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	CDM contracting	operations1@cdmcontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Chris Perritt LLC	chrp4x4@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Christopher C.Bargaineer concrete construction inc	bargaineerconcrete@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Citrus Sandblast	brandon@citrussandblast.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	ConstructConnect	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	ConstructConnect	kristy.osborn@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Construction Journal	bids@thecj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Cunningham DeLaney Construction	richard@cunninghamdelaney.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	D & B Builders, Inc.	vance@db-builders.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	D & K Concrete construction	dkconcrete24@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	D&B Builders, Inc.	vance@db-builders.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Dickerson Florida, Inc.	apeterson@dfifl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Dickerson Florida, Inc.	rickf@dfifl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Dodge Data & Analytics	s.kalyanaraman@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Elite Site Construction Company, LLC.	sean.elitesite@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Emerald Coast Constructors, Inc.	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Emerald Coast Constructors, Inc.	rzimmerman.ecc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Emry Construction LLC	emryconstruction@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Enterprise Pals, Inc.	nazim@enterprisepals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Erosion Control Specialist Inc.	ecspecialist@live.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Evan Chase Construction, Inc.	evanchaseconstruction@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Faircloth Land Services	carrottopcakes@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Faircloth Land Services	southerndieselpower@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	GLF Construction Corporation	jadams@glfusa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Grand Service Company, LLC.	gsc7149@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Grand Service Company, LLC.	markg7149@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Green Dream International	a.havan@greendreamgr.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Green Group Environmental, LLC	brian@greengroupenvironmental.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Greenhut Construction	randy@greenhut.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Gulf Atlantic Constructors	tclukey@gacinc.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Gulf Atlantic Constructors, Inc.	bbauer@gacinc.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Gulf Coast Environmental Contractors, Inc.	tracy@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Gulf Coast Industrial Construction, LLC	johnny.baggett96@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	H. O. Weaver & Sons, Inc.	michael@hoseaweaver.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	H.L. Bennett & Associates Inc.	hlb2@hlbennett.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Hanson Professional Services Inc.	blemieux@hanson-inc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Hanson Professional Services Inc.	narnoux@hanson-inc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Infrastructure Specialty Services	tammy@issglobalservices.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Innova LLC	admin@byinnova.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	iSqFt	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	iSqFt	kosborn@isqft.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	J MIller Construction Inc	chris@jmillerconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	J&E Construction	may@jeconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	J. Miller Construction	tomdulaney@jmillerconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	James Johnson Concrete Contractor LLC	jamesjohnsonjr3@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	James Johnson Concrete Contractor LLC	Kwilli0408@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	JAMES MALLORY CONTRACTOR INC	jmallory@jmallorycontractorinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Jire PPE & Jr construction Company LLC	demetrioroofing@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	JMJ HOME DEVELOPMENT LLC	jmj@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	JMJ HOME DEVELOPMENT LLC	mjaca@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	JMJ HOME DEVELOPMENT LLC	OJACA@JMJHOMESLLC.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	JRM Construction Group	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	JRM construction group, inc.	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	KDL Underground & Development, Inc.	jamie.kdl@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	KDL Underground & Development, Inc.	keri.kdl@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Kiewit Infrastructure South Co.	john.zelenka@kiewit.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	KWOIN CONSTRUCTION CORPORATION	aarchie@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	KWOIN CONSTRUCTION CORPORATION	kwoincorp@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Larry M Jacobs & Associates	kima@lmj-a.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	loren jock trucking	bill@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	loren jock trucking	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Loren Jock Trucking, Inc.	bill@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Loren Jock Trucking, Inc.	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	LTS CONSTRUCTION LLC	ltswatson519@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Mattair Construction Co., Inc.	becky@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Mattair Construction Co., Inc.	lloyd@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Maverick Demolition of N W Florida, Inc.	maverickdemolitioninc@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Middle Georgia Paving, Inc.	fkitchens.midgapaving@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Midsouth Paving, Inc.	mindy.smallwood@midsouthpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Morris & Morris Landscaping	morris_morrislandscaping@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Morris & Morris LLC	morris_morrislandscaping@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	OliverSperry Renovation	tboyer@oliversperryrenovation.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Olvera Company	mike@olveracompany.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Olympus Painting Contractors Inc	lisa@olympuspainting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Omni Construction	donna@omniconstruction.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Ozark Striping Company, Inc.	chris@ozarkstriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Ozark Striping Company, Inc.	tammylewis@ozarkstriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	PAC Comm Inc.	jmendez@paccominc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Padgett Construction	ty.melissa@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Panhandle Grading & Paving, Inc	josh@panhandlegradingandpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Pat's Pump & Blower	kfender@patspump.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Pat's Pump & Blower	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Pat's Pump & Blower LLC	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Peed Bros., Inc.	alance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Peed Bros., Inc.	clance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Peed Bros., Inc.	clance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 3:38 PM	Phillips and Jordan, Inc	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Phillips and Jordan, Inc.	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Phoenix Construction Services, Inc.	tschoppe@phoenix-fl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	pittman tractor co. inc.	lynn@pittmantractor.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	pittman tractor co. inc.	tripsequip@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Pneumatic Concrete Co., Inc.	humblewgary@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Pneumatic Concrete Co., Inc.	pneuconcoinc@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Prince Contracting, LLC	tmhardy@princecontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Principle Properties Inc.	rdesser007@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Pro Seal Of Florida	pamelaspencer@prosealofflorida.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Pro Seal Of Florida	stockdragon219@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	R H Mooore	michael@rhmooreassociates.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Radford and Nix Construction, LLC.	snix_rnc@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Rapid Blueprint of St. Pete, LLC	hasiaz@digitalimagingservices.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Rapid Reprographics of Gainesville	hasiaz@digitalimagingservices.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Rapid Reprographics of Gainesville	plots@advancereporgraphics.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	RBM Contracting Services, LLC	rbm.coordinator@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Reasor Building Group	matt.hall@rbg8a.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Reisch Development and Construction Services, LLC	peggy@reischco.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Reyco Contracting Solutions LLC	vgarrett@reycocontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Reyco Contracting Solutions LLC	vreynoso@reycocontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Roads Inc. of NWF	chase@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Roads, Inc. of NWF	chase@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	ROADS, INC. OF NWF	djohnson@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Roads, Inc. of NWF	josh@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Roberson Underground Utility LLC	robersonundergroundllc@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Rogar Management & Consulting of FL LLC	alfonso@dekorausa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	S.H. Hayes Enterprises, LLC	shayes1218@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Session & Wells Enterprises INC	wells.session@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Site and Utility LLC	dfowler@siteandutilityllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Site and Utility, LLC	bobbygodfrey2@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Site and Utility, LLC	dee@southtrustpg.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Southeastern Construction, Inc.	wayne@southeasternconstruction.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Southern Utility Co.	denny@southernutility.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	southern utility company inc	denny@southernutility.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Spring Clean	darrenfrieson@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Spring Clean	jeffsmith@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Spring Clean	stevendavis@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Spring Clean Cleaning Service LLC	darrenfrieson@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Spring Clean Cleaning Service LLC	stevendavis@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Sunbelt Rentals	Brent.McCurry@sunbeltrentals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Sunbelt Rentals	matt.rolfe@sunbeltrentals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Suns And Pops LLC	sunsandpops@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Superior Construction Company Southeast, LLC	see@superiorconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Takco Construction	ron@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Takco Construction	steve@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Talcon Group, LLC	vhurst@talcongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Team Synergy, LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Terry's Paint & Body Inc.	hbrowser@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	The Sumlin Group Llc	mikesumlin@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Three Trade Consultants Inc.	bradley.threetrade@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Treadstone Construction Inc.	ctreadstone.con@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Triptek Construction	miles@triptekllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Universal Concrete Grinding	k.owen@universalconcretegrinding.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Vortex Services, LLC.	ccorrigan@vortexcompanies.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Wharton-Smith, Inc.	amatthews@whartonsmith.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Wharton-Smith, Inc.	estimatinggulf@whartonsmith.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Wide Range Home Repair & Tractor Services	widerangehomerepair@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Xtreme Development	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Xtreme Development	Sherry@XtremeDevelopmentLLC.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:38 PM	Xtreme Development LLC.	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:38 PM	Xtreme Development LLC.	Sherry@XtremeDevelopmentLLC.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:39 PM	Anderson Columbia Co Inc	debra.ward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 3:39 PM	Anderson Columbia Co Inc	debra.ward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/29/2020 3:39 PM	Green Dream International	a.moore@gdicompany.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
1/29/2020 3:39 PM	Green Dream International	a.moore@greendreamgr.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:39 PM	Gulf Coast Environmental Contractors, Inc.	scott@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
1/29/2020 3:39 PM	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/29/2020 3:39 PM	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 3:39 PM	Peed Bros., Inc.	alance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
1/29/2020 3:39 PM	Peed Bros., Inc.	clance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/29/2020 3:39 PM	pittman tractor co. inc.	lynn@pittmantractor.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 3:39 PM	pittman tractor co. inc.	lynn@pittmantractor.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/29/2020 3:41 PM	JMJ HOME DEVELOPMENT LLC	mjaca@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 3:42 PM	Principle Properties Inc.	rdesser007@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/29/2020 3:43 PM	Cunningham DeLaney Construction	richard@cunninghamdelaney.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 3:45 PM	Bear General Contractors	joshua@beargc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/29/2020 3:47 PM	Olympus Painting Contractors Inc	lisa@olympuspainting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 3:47 PM	Phillips and Jordan, Inc	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 3:47 PM	Phillips and Jordan, Inc.	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/29/2020 3:48 PM	Kiewit Infrastructure South Co.	john.zelenka@kiewit.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 3:54 PM	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 3:54 PM	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/29/2020 3:57 PM	JAMES MALLORY CONTRACTOR INC	jmallory@jmallorycontractorinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 3:57 PM	Jire PPE & Jr construction Company LLC	demetrioroofing@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/29/2020 4:00 PM	Mattair Construction Co., Inc.	becky@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 4:01 PM	Ozark Striping Company, Inc.	tammylewis@ozarkstriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 4:04 PM	Baughn Renovations, LLC	RANDY@BAUGHNRENOVATIONS.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 4:24 PM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 4:24 PM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
1/29/2020 4:24 PM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 4:24 PM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/29/2020 4:27 PM	Sunbelt Rentals	Brent.McCurry@sunbeltrentals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 4:33 PM	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/29/2020 4:33 PM	MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/29/2020 4:40 PM	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 4:40 PM	Emerald Coast Constructors, Inc.	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 4:44 PM	Peed Bros., Inc.	alance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 4:45 PM	H.L. Bennett & Associates Inc.	hlb2@hlbennett.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 5:04 PM	Ozark Striping Company, Inc.	chris@ozarkstriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/29/2020 5:16 PM	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 5:18 PM	Allstop Waterproofing, LLC	david@allstopwaterproofing.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 5:38 PM	Greenhut Construction	randy@greenhut.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 5:53 PM	ConstructConnect	kristy.osborn@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/29/2020 5:55 PM	ConstructConnect	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/29/2020 5:55 PM	iSqFt	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 5:57 PM	ConstructConnect	kristy.osborn@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 6:00 PM	iSqFt	kosborn@isqft.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 6:04 PM	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 6:12 PM	Morris & Morris Landscaping	morris_morrislandscaping@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/29/2020 6:12 PM	Morris & Morris LLC	morris_morrislandscaping@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/29/2020 10:30 PM	Construction Journal	bids@thecj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/30/2020 12:12 AM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/30/2020 1:33 AM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
1/30/2020 1:33 AM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
1/30/2020 1:35 AM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/30/2020 1:35 AM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/30/2020 5:45 AM	Site and Utility LLC	dfowler@siteandutilityllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/30/2020 5:45 AM	Site and Utility, LLC	dee@southtrustpg.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/30/2020 7:18 AM	Pat's Pump & Blower	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/30/2020 7:18 AM	Pat's Pump & Blower LLC	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/30/2020 10:09 AM	Enterprise Pals, Inc.	nazim@enterprisepals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/30/2020 10:17 AM	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/30/2020 10:45 AM	Gulf Coast Environmental Contractors, Inc.	tracy@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/30/2020 11:27 AM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/30/2020 1:23 PM	Middle Georgia Paving, Inc.	fkitchens.midgapaving@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/30/2020 2:36 PM	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/30/2020 2:36 PM	Emerald Coast Constructors, Inc.	rzimmerman.ecc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/30/2020 2:40 PM	Talcon Group, LLC	vhurst@talcongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/30/2020 3:22 PM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/30/2020 3:22 PM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/30/2020 3:58 PM	Panhandle Grading & Paving, Inc	josh@panhandlegradingandpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/30/2020 4:10 PM	LTS CONSTRUCTION LLC	ltswatson519@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/31/2020 6:01 AM	loren jock trucking	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/31/2020 6:01 AM	Loren Jock Trucking, Inc.	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
1/31/2020 8:40 AM	Rogar Management & Consulting of FL LLC	alfonso@dekorausa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
1/31/2020 1:16 PM	Rogar Management & Consulting of FL LLC	alfonso@dekorausa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/4/2020 2:22 PM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/4/2020 2:22 PM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/4/2020 2:22 PM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/4/2020 2:22 PM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 9:25 AM	Aftermath Disaster Recovery	rfps@aftermathdisaster.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	All About Lines Striping	antwan@aalinestriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Allstop Waterproofing, LLC	david@allstopwaterproofing.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Andala Enterprises, Inc.	johnralls@rallslawfirm.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Anderson Columbia Co Inc	debra.ward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Anderson Columbia Co Inc	debra.ward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 9:25 AM	Anderson Columbia Co Inc	walter.edward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	ANTILLEAN RX CENTERS, LLC	Bmontgomery02@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	ANTILLEAN RX CENTERS, LLC	daniel@sevengatescorp.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Arkitektura Development Inc	bethacontreras@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Baughn Renovations, LLC	oran@baughnrenovations.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Baughn Renovations, LLC	RANDY@BAUGHNRENOVATIONS.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Bear General Contractors	joshua@beargc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Birkshire Johnstone, LLC	chris@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Birkshire Johnstone, LLC	melissa@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Blue Team Restoration	Jrobards@bbmkcontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	BRADLEY MASONRY,INC	JON@BRADLEYMASONRY.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	BRADLEY MASONRY,INC	karen@bradleymasonry.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	CasTech Products, Inc	wlw@castechproducts.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	CDM contracting	operations1@cdmcontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Chris Perritt LLC	chrp4x4@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Christopher C.Bargaineer concrete construction inc	bargaineerconcrete@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Citrus Sandblast	brandon@citrussandblast.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	ConstructConnect	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	ConstructConnect	kristy.osborn@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Construction Journal	bids@thecj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Cunningham DeLaney Construction	richard@cunninghamdelaney.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	D & B Builders, Inc.	vance@db-builders.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	D & K Concrete construction	dkconcrete24@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	D&B Builders, Inc.	vance@db-builders.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Dickerson Florida, Inc.	apeterson@dfifl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Dickerson Florida, Inc.	rickf@dfifl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Dodge Data & Analytics	s.kalyanaraman@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Elite Site Construction Company, LLC.	sean.elitesite@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Emerald Coast Constructors, Inc.	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Emerald Coast Constructors, Inc.	rzimmerman.ecc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Emry Construction LLC	emryconstruction@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Enterprise Pals, Inc.	nazim@enterprisepals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Erosion Control Specialist Inc.	ecspecialist@live.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Evan Chase Construction, Inc.	evanchaseconstruction@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Faircloth Land Services	carrottopcakes@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Faircloth Land Services	southerndieselpower@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	GLF Construction Corporation	jadams@glfusa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Grand Service Company, LLC.	gsc7149@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Grand Service Company, LLC.	markg7149@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Green Dream International	a.havan@greendreamgr.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Green Dream International	a.moore@greendreamgr.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Green Group Environmental, LLC	brian@greengroupenvironmental.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Greenhut Construction	randy@greenhut.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Gulf Atlantic Constructors	tclukey@gacinc.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Gulf Atlantic Constructors, Inc.	bbauer@gacinc.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Gulf Coast Industrial Construction, LLC	johnny.baggett96@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	H. O. Weaver & Sons, Inc.	michael@hoseaweaver.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	H.L. Bennett & Associates Inc.	hlb2@hlbennett.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Infrastructure Specialty Services	tammy@issglobalservices.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Innova LLC	admin@byinnova.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	iSqFt	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	iSqFt	kosborn@isqft.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	J MIller Construction Inc	chris@jmillerconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	J&E Construction	may@jeconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	J. Miller Construction	tomdulaney@jmillerconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	James Johnson Concrete Contractor LLC	jamesjohnsonjr3@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	James Johnson Concrete Contractor LLC	Kwilli0408@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	JAMES MALLORY CONTRACTOR INC	jmallory@jmallorycontractorinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Jire PPE & Jr construction Company LLC	demetrioroofing@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	JMJ HOME DEVELOPMENT LLC	jmj@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	JMJ HOME DEVELOPMENT LLC	mjaca@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	JMJ HOME DEVELOPMENT LLC	OJACA@JMJHOMESLLC.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	JRM Construction Group	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	JRM construction group, inc.	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	KDL Underground & Development, Inc.	jamie.kdl@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	KDL Underground & Development, Inc.	keri.kdl@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Kiewit Infrastructure South Co.	john.zelenka@kiewit.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	KWOIN CONSTRUCTION CORPORATION	aarchie@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	KWOIN CONSTRUCTION CORPORATION	kwoincorp@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Larry M Jacobs & Associates	kima@lmj-a.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	loren jock trucking	bill@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	loren jock trucking	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Loren Jock Trucking, Inc.	bill@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Loren Jock Trucking, Inc.	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	LTS CONSTRUCTION LLC	ltswatson519@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Mattair Construction Co., Inc.	becky@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Mattair Construction Co., Inc.	lloyd@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Maverick Demolition of N W Florida, Inc.	maverickdemolitioninc@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 9:25 AM	MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Middle Georgia Paving, Inc.	fkitchens.midgapaving@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Midsouth Paving, Inc.	mindy.smallwood@midsouthpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Morris & Morris Landscaping	morris_morrislandscaping@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Morris & Morris LLC	morris_morrislandscaping@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	OliverSperry Renovation	tboyer@oliversperryrenovation.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Olvera Company	mike@olveracompany.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Olympus Painting Contractors Inc	lisa@olympuspainting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Omni Construction	donna@omniconstruction.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Ozark Striping Company, Inc.	chris@ozarkstriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Ozark Striping Company, Inc.	tammylewis@ozarkstriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	PAC Comm Inc.	jmendez@paccominc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Padgett Construction	ty.melissa@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Panhandle Grading & Paving, Inc	josh@panhandlegradingandpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Pat's Pump & Blower	kfender@patspump.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Pat's Pump & Blower	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Pat's Pump & Blower LLC	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Peed Bros., Inc.	alance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Peed Bros., Inc.	clance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Phillips and Jordan, Inc	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Phillips and Jordan, Inc.	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Phoenix Construction Services, Inc.	tschoppe@phoenix-fl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	pittman tractor co. inc.	lynn@pittmantractor.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	pittman tractor co. inc.	tripsequip@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Pneumatic Concrete Co., Inc.	humblewgary@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Pneumatic Concrete Co., Inc.	pneuconcoinc@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Prince Contracting, LLC	tmhardy@princecontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Principle Properties Inc.	rdesser007@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Pro Seal Of Florida	pamelaspencer@prosealofflorida.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Pro Seal Of Florida	stockdragon219@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	R H Mooore	michael@rhmooreassociates.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Radford and Nix Construction, LLC.	snix_rnc@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Rapid Blueprint of St. Pete, LLC	hasiaz@digitalimagingservices.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Rapid Reprographics of Gainesville	hasiaz@digitalimagingservices.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Rapid Reprographics of Gainesville	plots@advancereporgraphics.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	RBM Contracting Services, LLC	rbm.coordinator@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Reasor Building Group	matt.hall@rbg8a.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Reisch Development and Construction Services, LLC	peggy@reischco.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Reyco Contracting Solutions LLC	vgarrett@reycocontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Reyco Contracting Solutions LLC	vreynoso@reycocontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Roads Inc. of NWF	chase@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Roads, Inc. of NWF	chase@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	ROADS, INC. OF NWF	djohnson@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Roads, Inc. of NWF	josh@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Roberson Underground Utility LLC	robersonundergroundllc@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Rogar Management & Consulting of FL LLC	alfonso@dekorausa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	S.H. Hayes Enterprises, LLC	shayes1218@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Session & Wells Enterprises INC	wells.session@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Site and Utility LLC	dfowler@siteandutilityllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Site and Utility, LLC	bobbygodfrey2@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Site and Utility, LLC	dee@southtrustpg.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Southeastern Construction, Inc.	wayne@southeasternconstruction.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Southern Utility Co.	denny@southernutility.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	southern utility company inc	denny@southernutility.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Spring Clean	darrenfrieson@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Spring Clean	jeffsmith@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Spring Clean	stevendavis@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Spring Clean Cleaning Service LLC	darrenfrieson@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Spring Clean Cleaning Service LLC	stevendavis@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Sunbelt Rentals	Brent.McCurry@sunbeltrentals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Sunbelt Rentals	matt.rolfe@sunbeltrentals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Suns And Pops LLC	sunsandpops@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Takco Construction	ron@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Takco Construction	steve@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Talcon Group, LLC	vhurst@talcongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Team Synergy, LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Terry's Paint & Body Inc.	hbrowser@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	The Sumlin Group Llc	mikesumlin@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Three Trade Consultants Inc.	bradley.threetrade@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Treadstone Construction Inc.	ctreadstone.con@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Triptek Construction	miles@triptekllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Universal Concrete Grinding	k.owen@universalconcretegrinding.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Wharton-Smith, Inc.	amatthews@whartonsmith.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Wharton-Smith, Inc.	estimatinggulf@whartonsmith.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Wide Range Home Repair & Tractor Services	widerangehomerepair@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:25 AM	Xtreme Development	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Xtreme Development	Sherry@XtremeDevelopmentLLC.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Xtreme Development LLC.	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:25 AM	Xtreme Development LLC.	Sherry@XtremeDevelopmentLLC.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:26 AM	Gulf Coast Environmental Contractors, Inc.	scott@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:26 AM	Gulf Coast Environmental Contractors, Inc.	tracy@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:26 AM	MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 9:26 AM	pittman tractor co. inc.	lynn@pittmantractor.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 9:27 AM	Hanson Professional Services Inc.	blemieux@hanson-inc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:27 AM	Hanson Professional Services Inc.	narnoux@hanson-inc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 9:27 AM	Peed Bros., Inc.	alance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 9:27 AM	Peed Bros., Inc.	clance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 9:27 AM	Radford and Nix Construction, LLC.	snix_rnc@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 9:27 AM	Superior Construction Company Southeast, LLC	see@superiorconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:27 AM	Universal Concrete Grinding	k.owen@universalconcretegrinding.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/6/2020 9:27 AM	Vortex Services, LLC.	ccorrigan@vortexcompanies.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:28 AM	Citrus Sandblast	brandon@citrussandblast.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 9:28 AM	H. O. Weaver & Sons, Inc.	michael@hoseaweaver.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 9:28 AM	James Johnson Concrete Contractor LLC	jamesjohnsonjr3@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 9:28 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/6/2020 9:28 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 9:28 AM	MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 9:28 AM	Site and Utility LLC	dfowler@siteandutilityllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 9:28 AM	Site and Utility, LLC	bobbygodfrey2@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 9:28 AM	Site and Utility, LLC	bobbygodfrey2@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/6/2020 9:29 AM	James Johnson Concrete Contractor LLC	jamesjohnsonjr3@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 9:30 AM	Southern Utility Co.	denny@southernutility.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 9:30 AM	southern utility company inc	denny@southernutility.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 9:31 AM	Green Dream International	a.moore@gdicompany.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 9:31 AM	Site and Utility LLC	dfowler@siteandutilityllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/6/2020 9:31 AM	Site and Utility, LLC	dee@southtrustpg.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 9:34 AM	Phillips and Jordan, Inc	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 9:34 AM	Phillips and Jordan, Inc.	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 9:35 AM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 9:35 AM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
2/6/2020 9:37 AM	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 9:40 AM	Emry Construction LLC	emryconstruction@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 9:40 AM	Olvera Company	mike@olveracompany.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 9:42 AM	Xtreme Development	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 9:42 AM	Xtreme Development LLC.	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/6/2020 9:46 AM	Olympus Painting Contractors Inc	lisa@olympuspainting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:01 AM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 10:01 AM	Roads, Inc. of NWF	josh@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:02 AM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:02 AM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/6/2020 10:16 AM	Baughn Renovations, LLC	RANDY@BAUGHNRENOVATIONS.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:16 AM	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:16 AM	Emerald Coast Constructors, Inc.	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:22 AM	ANTILLEAN RX CENTERS, LLC	Bmontgomery02@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	ANTILLEAN RX CENTERS, LLC	daniel@sevengatescorp.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:22 AM	Arkitektura Development Inc	bethacontreras@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Baughn Renovations, LLC	oran@baughnrenovations.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Baughn Renovations, LLC	RANDY@BAUGHNRENOVATIONS.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Bear General Contractors	joshua@beargc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	BRADLEY MASONRY,INC	JON@BRADLEYMASONRY.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:22 AM	CasTech Products, Inc	wlw@castechproducts.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	CDM contracting	operations1@cdmcontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Christopher C.Bargaineer concrete construction inc	bargaineerconcrete@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	ConstructConnect	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Construction Journal	bids@thecj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:22 AM	Cunningham DeLaney Construction	richard@cunninghamdelaney.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	D & K Concrete construction	dkconcrete24@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:22 AM	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Emerald Coast Constructors, Inc.	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Emerald Coast Constructors, Inc.	rzimmerman.ecc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Enterprise Pals, Inc.	nazim@enterprisepals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Erosion Control Specialist Inc.	ecspecialist@live.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:22 AM	Faircloth Land Services	carrottopcakes@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Faircloth Land Services	southerndieselpower@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	GLF Construction Corporation	jadams@glfusa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Grand Service Company, LLC.	gsc7149@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Grand Service Company, LLC.	markg7149@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:22 AM	Gulf Atlantic Constructors, Inc.	bbauer@gacinc.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Gulf Coast Industrial Construction, LLC	johnny.baggett96@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	H.L. Bennett & Associates Inc.	hlb2@hlbennett.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Hanson Professional Services Inc.	blemieux@hanson-inc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Hanson Professional Services Inc.	narnoux@hanson-inc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:22 AM	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	iSqFt	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	iSqFt	kosborn@isqft.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	J MIller Construction Inc	chris@jmillerconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	J&E Construction	may@jeconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:22 AM	James Johnson Concrete Contractor LLC	jamesjohnsonjr3@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	James Johnson Concrete Contractor LLC	Kwilli0408@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	JAMES MALLORY CONTRACTOR INC	jmallory@jmallorycontractorinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	JRM Construction Group	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	JRM construction group, inc.	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:22 AM	Kiewit Infrastructure South Co.	john.zelenka@kiewit.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	KWOIN CONSTRUCTION CORPORATION	aarchie@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	KWOIN CONSTRUCTION CORPORATION	kwoincorp@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:22 AM	Midsouth Paving, Inc.	mindy.smallwood@midsouthpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	OliverSperry Renovation	tboyer@oliversperryrenovation.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Olympus Painting Contractors Inc	lisa@olympuspainting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	PAC Comm Inc.	jmendez@paccominc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Phillips and Jordan, Inc	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:22 AM	Phillips and Jordan, Inc.	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Phoenix Construction Services, Inc.	tschoppe@phoenix-fl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Pneumatic Concrete Co., Inc.	humblewgary@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Prince Contracting, LLC	tmhardy@princecontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Principle Properties Inc.	rdesser007@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:22 AM	Pro Seal Of Florida	pamelaspencer@prosealofflorida.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Pro Seal Of Florida	stockdragon219@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Rapid Blueprint of St. Pete, LLC	hasiaz@digitalimagingservices.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Rapid Reprographics of Gainesville	hasiaz@digitalimagingservices.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Rapid Reprographics of Gainesville	plots@advancereporgraphics.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:22 AM	Reasor Building Group	matt.hall@rbg8a.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Reisch Development and Construction Services, LLC	peggy@reischco.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Reyco Contracting Solutions LLC	vgarrett@reycocontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Reyco Contracting Solutions LLC	vreynoso@reycocontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Roads Inc. of NWF	chase@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:22 AM	Roads, Inc. of NWF	chase@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	ROADS, INC. OF NWF	djohnson@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Roberson Underground Utility LLC	robersonundergroundllc@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Rogar Management & Consulting of FL LLC	alfonso@dekorausa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:22 AM	S.H. Hayes Enterprises, LLC	shayes1218@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Session & Wells Enterprises INC	wells.session@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Southern Utility Co.	denny@southernutility.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	southern utility company inc	denny@southernutility.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Sunbelt Rentals	Brent.McCurry@sunbeltrentals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:22 AM	Sunbelt Rentals	matt.rolfe@sunbeltrentals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Suns And Pops LLC	sunsandpops@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	The Sumlin Group Llc	mikesumlin@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Three Trade Consultants Inc.	bradley.threetrade@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Triptek Construction	miles@triptekllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:22 AM	Universal Concrete Grinding	k.owen@universalconcretegrinding.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Wharton-Smith, Inc.	estimatinggulf@whartonsmith.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:22 AM	Wide Range Home Repair & Tractor Services	widerangehomerepair@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Aftermath Disaster Recovery	rfps@aftermathdisaster.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	All About Lines Striping	antwan@aalinestriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	Allstop Waterproofing, LLC	david@allstopwaterproofing.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Andala Enterprises, Inc.	johnralls@rallslawfirm.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Anderson Columbia Co Inc	debra.ward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Anderson Columbia Co Inc	debra.ward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 10:23 AM	Anderson Columbia Co Inc	walter.edward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Birkshire Johnstone, LLC	chris@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Birkshire Johnstone, LLC	melissa@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Blue Team Restoration	Jrobards@bbmkcontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	BRADLEY MASONRY,INC	karen@bradleymasonry.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	Chris Perritt LLC	chrp4x4@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Citrus Sandblast	brandon@citrussandblast.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	ConstructConnect	kristy.osborn@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	D & B Builders, Inc.	vance@db-builders.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	D&B Builders, Inc.	vance@db-builders.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	Dickerson Florida, Inc.	apeterson@dfifl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Dickerson Florida, Inc.	rickf@dfifl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Dodge Data & Analytics	s.kalyanaraman@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Elite Site Construction Company, LLC.	sean.elitesite@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Emry Construction LLC	emryconstruction@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Evan Chase Construction, Inc.	evanchaseconstruction@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Green Dream International	a.havan@greendreamgr.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Green Dream International	a.moore@gdicompany.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	Green Dream International	a.moore@greendreamgr.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Green Group Environmental, LLC	brian@greengroupenvironmental.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Greenhut Construction	randy@greenhut.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Gulf Atlantic Constructors	tclukey@gacinc.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Gulf Coast Environmental Contractors, Inc.	scott@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	Gulf Coast Environmental Contractors, Inc.	tracy@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	H. O. Weaver & Sons, Inc.	michael@hoseaweaver.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Infrastructure Specialty Services	tammy@issglobalservices.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Innova LLC	admin@byinnova.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	J. Miller Construction	tomdulaney@jmillerconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Jire PPE & Jr construction Company LLC	demetrioroofing@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	JMJ HOME DEVELOPMENT LLC	jmj@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	JMJ HOME DEVELOPMENT LLC	mjaca@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	JMJ HOME DEVELOPMENT LLC	OJACA@JMJHOMESLLC.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	KDL Underground & Development, Inc.	jamie.kdl@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	KDL Underground & Development, Inc.	keri.kdl@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Larry M Jacobs & Associates	kima@lmj-a.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	loren jock trucking	bill@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	loren jock trucking	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Loren Jock Trucking, Inc.	bill@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Loren Jock Trucking, Inc.	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	LTS CONSTRUCTION LLC	ltswatson519@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Mattair Construction Co., Inc.	becky@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Mattair Construction Co., Inc.	lloyd@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Maverick Demolition of N W Florida, Inc.	maverickdemolitioninc@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 10:23 AM	MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Middle Georgia Paving, Inc.	fkitchens.midgapaving@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Morris & Morris Landscaping	morris_morrislandscaping@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	Morris & Morris LLC	morris_morrislandscaping@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Olvera Company	mike@olveracompany.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Omni Construction	donna@omniconstruction.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Ozark Striping Company, Inc.	chris@ozarkstriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Ozark Striping Company, Inc.	tammylewis@ozarkstriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	Padgett Construction	ty.melissa@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Panhandle Grading & Paving, Inc	josh@panhandlegradingandpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Pat's Pump & Blower	kfender@patspump.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Pat's Pump & Blower	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Pat's Pump & Blower LLC	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	Peed Bros., Inc.	alance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Peed Bros., Inc.	alance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 10:23 AM	Peed Bros., Inc.	clance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	pittman tractor co. inc.	lynn@pittmantractor.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	pittman tractor co. inc.	lynn@pittmantractor.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	pittman tractor co. inc.	tripsequip@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Pneumatic Concrete Co., Inc.	pneuconcoinc@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	R H Mooore	michael@rhmooreassociates.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Radford and Nix Construction, LLC.	snix_rnc@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	RBM Contracting Services, LLC	rbm.coordinator@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	Roads, Inc. of NWF	josh@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Site and Utility LLC	dfowler@siteandutilityllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Site and Utility, LLC	bobbygodfrey2@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Site and Utility, LLC	dee@southtrustpg.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	Southeastern Construction, Inc.	wayne@southeasternconstruction.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Spring Clean	darrenfrieson@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Spring Clean	jeffsmith@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Spring Clean	stevendavis@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Spring Clean Cleaning Service LLC	darrenfrieson@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	Spring Clean Cleaning Service LLC	stevendavis@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Superior Construction Company Southeast, LLC	see@superiorconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Takco Construction	ron@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Takco Construction	steve@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Talcon Group, LLC	vhurst@talcongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	Team Synergy, LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Terry's Paint & Body Inc.	hbrowser@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Treadstone Construction Inc.	ctreadstone.con@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Vortex Services, LLC.	ccorrigan@vortexcompanies.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Wharton-Smith, Inc.	amatthews@whartonsmith.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:23 AM	Xtreme Development	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Xtreme Development	Sherry@XtremeDevelopmentLLC.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Xtreme Development LLC.	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:23 AM	Xtreme Development LLC.	Sherry@XtremeDevelopmentLLC.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/6/2020 10:24 AM	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/6/2020 10:24 AM	Peed Bros., Inc.	clance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 10:25 AM	Session & Wells Enterprises INC	wells.session@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:25 AM	Xtreme Development	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:25 AM	Xtreme Development LLC.	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:30 AM	Takco Construction	ron@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/6/2020 10:31 AM	Christopher C.Bargaineer concrete construction inc	bargaineerconcrete@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:31 AM	Sunbelt Rentals	matt.rolfe@sunbeltrentals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:32 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 10:32 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 10:33 AM	LTS CONSTRUCTION LLC	ltswatson519@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/6/2020 10:33 AM	LTS CONSTRUCTION LLC	ltswatson519@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:34 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:34 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:35 AM	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:37 AM	Baughn Renovations, LLC	RANDY@BAUGHNRENOVATIONS.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/6/2020 10:37 AM	H.L. Bennett & Associates Inc.	hlb2@hlbennett.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:37 AM	H.L. Bennett & Associates Inc.	hlb2@hlbennett.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:42 AM	Southeastern Construction, Inc.	wayne@southeasternconstruction.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:43 AM	Christopher C.Bargaineer concrete construction inc	bargaineerconcrete@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:46 AM	Christopher C.Bargaineer concrete construction inc	bargaineerconcrete@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/6/2020 10:46 AM	Christopher C.Bargaineer concrete construction inc	bargaineerconcrete@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:49 AM	Erosion Control Specialist Inc.	ecspecialist@live.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:53 AM	JMJ HOME DEVELOPMENT LLC	mjaca@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 11:13 AM	Roads, Inc. of NWF	josh@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 11:16 AM	CasTech Products, Inc	wlw@castechproducts.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/6/2020 11:16 AM	CasTech Products, Inc	wlw@castechproducts.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 11:19 AM	Rogar Management & Consulting of FL LLC	alfonso@dekorausa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 11:19 AM	Rogar Management & Consulting of FL LLC	alfonso@dekorausa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 11:31 AM	Peed Bros., Inc.	alance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 11:43 AM	Jire PPE & Jr construction Company LLC	demetrioroofing@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/6/2020 11:44 AM	Jire PPE & Jr construction Company LLC	demetrioroofing@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 11:55 AM	Phillips and Jordan, Inc	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 11:55 AM	Phillips and Jordan, Inc.	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 12:24 PM	Pneumatic Concrete Co., Inc.	humblewgary@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 12:30 PM	Pneumatic Concrete Co., Inc.	humblewgary@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/6/2020 12:40 PM	Site and Utility LLC	dfowler@siteandutilityllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 12:40 PM	Site and Utility, LLC	bobbygodfrey2@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 12:40 PM	Site and Utility, LLC	bobbygodfrey2@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 12:41 PM	Site and Utility, LLC	dee@southtrustpg.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 1:10 PM	iSqFt	kosborn@isqft.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
2/6/2020 1:12 PM	ConstructConnect	kristy.osborn@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 1:12 PM	iSqFt	kosborn@isqft.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 1:13 PM	ConstructConnect	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 1:13 PM	iSqFt	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 1:16 PM	Allstop Waterproofing, LLC	david@allstopwaterproofing.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/6/2020 1:24 PM	Kiewit Infrastructure South Co.	john.zelenka@kiewit.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 1:25 PM	Kiewit Infrastructure South Co.	john.zelenka@kiewit.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 1:31 PM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 1:31 PM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 1:46 PM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
2/6/2020 2:41 PM	iSqFt	kosborn@isqft.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 2:43 PM	ConstructConnect	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 2:43 PM	iSqFt	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 2:43 PM	iSqFt	kosborn@isqft.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 3:37 PM	Panhandle Grading & Paving, Inc	josh@panhandlegradingandpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/6/2020 3:58 PM	pittman tractor co. inc.	tripsequip@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 4:19 PM	Takco Construction	ron@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 5:31 PM	MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 6:10 PM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/6/2020 6:10 PM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
2/6/2020 8:36 PM	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 8:36 PM	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:31 PM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:43 PM	Construction Journal	bids@thecj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/6/2020 10:49 PM	Construction Journal	bids@thecj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/7/2020 6:06 AM	iSqFt	kosborn@isqft.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/7/2020 6:07 AM	ConstructConnect	kristy.osborn@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/7/2020 6:08 AM	ConstructConnect	kristy.osborn@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/7/2020 7:43 AM	JMJ HOME DEVELOPMENT LLC	mjaca@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/7/2020 3:20 PM	Mattair Construction Co., Inc.	becky@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/7/2020 3:22 PM	Mattair Construction Co., Inc.	becky@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/9/2020 9:15 AM	loren jock trucking	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/9/2020 9:15 AM	Loren Jock Trucking, Inc.	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/9/2020 9:16 AM	loren jock trucking	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/9/2020 9:16 AM	Loren Jock Trucking, Inc.	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/9/2020 11:16 AM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/9/2020 9:19 PM	Wide Range Home Repair & Tractor Services	widerangehomerepair@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/10/2020 8:16 AM	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/10/2020 8:16 AM	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/10/2020 8:19 AM	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
2/10/2020 12:07 PM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/10/2020 12:07 PM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/10/2020 12:07 PM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/10/2020 12:07 PM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/10/2020 12:25 PM	Panhandle Grading & Paving, Inc	josh@panhandlegradingandpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/10/2020 2:41 PM	Talcon Group, LLC	vhurst@talcongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/10/2020 2:42 PM	Talcon Group, LLC	vhurst@talcongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 7:25 AM	Aftermath Disaster Recovery	rfps@aftermathdisaster.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Aftermath Disaster Recovery	rfps@aftermathdisaster.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	All About Lines Striping	antwan@aalinestriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	All About Lines Striping	antwan@aalinestriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Allstop Waterproofing, LLC	david@allstopwaterproofing.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Allstop Waterproofing, LLC	david@allstopwaterproofing.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Andala Enterprises, Inc.	johnralls@rallslawfirm.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Andala Enterprises, Inc.	johnralls@rallslawfirm.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Anderson Columbia Co Inc	debra.ward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Anderson Columbia Co Inc	debra.ward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Anderson Columbia Co Inc	walter.edward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Anderson Columbia Co Inc	walter.edward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	ANTILLEAN RX CENTERS, LLC	Bmontgomery02@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	ANTILLEAN RX CENTERS, LLC	Bmontgomery02@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	ANTILLEAN RX CENTERS, LLC	daniel@sevengatescorp.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	ANTILLEAN RX CENTERS, LLC	daniel@sevengatescorp.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Arkitektura Development Inc	bethacontreras@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Arkitektura Development Inc	bethacontreras@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Baughn Renovations, LLC	oran@baughnrenovations.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Baughn Renovations, LLC	oran@baughnrenovations.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Baughn Renovations, LLC	RANDY@BAUGHNRENOVATIONS.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Baughn Renovations, LLC	RANDY@BAUGHNRENOVATIONS.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Bear General Contractors	joshua@beargc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Bear General Contractors	joshua@beargc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Birkshire Johnstone, LLC	chris@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Birkshire Johnstone, LLC	chris@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Birkshire Johnstone, LLC	melissa@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Birkshire Johnstone, LLC	melissa@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Blue Team Restoration	Jrobards@bbmkcontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Blue Team Restoration	Jrobards@bbmkcontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	BRADLEY MASONRY,INC	JON@BRADLEYMASONRY.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	BRADLEY MASONRY,INC	JON@BRADLEYMASONRY.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	BRADLEY MASONRY,INC	karen@bradleymasonry.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	BRADLEY MASONRY,INC	karen@bradleymasonry.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	CasTech Products, Inc	wlw@castechproducts.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	CasTech Products, Inc	wlw@castechproducts.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	CDM contracting	operations1@cdmcontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	CDM contracting	operations1@cdmcontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Chris Perritt LLC	chrp4x4@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Chris Perritt LLC	chrp4x4@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Christopher C.Bargaineer concrete construction inc	bargaineerconcrete@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Christopher C.Bargaineer concrete construction inc	bargaineerconcrete@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Citrus Sandblast	brandon@citrussandblast.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Citrus Sandblast	brandon@citrussandblast.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	ConstructConnect	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	ConstructConnect	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	ConstructConnect	kristy.osborn@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	ConstructConnect	kristy.osborn@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Construction Journal	bids@thecj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Construction Journal	bids@thecj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Cunningham DeLaney Construction	richard@cunninghamdelaney.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Cunningham DeLaney Construction	richard@cunninghamdelaney.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	D & B Builders, Inc.	vance@db-builders.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	D & B Builders, Inc.	vance@db-builders.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	D & K Concrete construction	dkconcrete24@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	D & K Concrete construction	dkconcrete24@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	D&B Builders, Inc.	vance@db-builders.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	D&B Builders, Inc.	vance@db-builders.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Dickerson Florida, Inc.	apeterson@dfifl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Dickerson Florida, Inc.	apeterson@dfifl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Dickerson Florida, Inc.	rickf@dfifl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Dickerson Florida, Inc.	rickf@dfifl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Dodge Data & Analytics	s.kalyanaraman@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Dodge Data & Analytics	s.kalyanaraman@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Elite Site Construction Company, LLC.	sean.elitesite@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Elite Site Construction Company, LLC.	sean.elitesite@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Emerald Coast Constructors, Inc.	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Emerald Coast Constructors, Inc.	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Emerald Coast Constructors, Inc.	rzimmerman.ecc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Emerald Coast Constructors, Inc.	rzimmerman.ecc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Emry Construction LLC	emryconstruction@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Emry Construction LLC	emryconstruction@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Enterprise Pals, Inc.	nazim@enterprisepals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Enterprise Pals, Inc.	nazim@enterprisepals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Erosion Control Specialist Inc.	ecspecialist@live.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Erosion Control Specialist Inc.	ecspecialist@live.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Evan Chase Construction, Inc.	evanchaseconstruction@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Evan Chase Construction, Inc.	evanchaseconstruction@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Faircloth Land Services	carrottopcakes@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Faircloth Land Services	carrottopcakes@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Faircloth Land Services	southerndieselpower@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Faircloth Land Services	southerndieselpower@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	GLF Construction Corporation	jadams@glfusa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	GLF Construction Corporation	jadams@glfusa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Grand Service Company, LLC.	gsc7149@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Grand Service Company, LLC.	gsc7149@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Grand Service Company, LLC.	markg7149@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Grand Service Company, LLC.	markg7149@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Green Dream International	a.havan@greendreamgr.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Green Dream International	a.havan@greendreamgr.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Green Dream International	a.moore@greendreamgr.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Green Dream International	a.moore@greendreamgr.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Green Group Environmental, LLC	brian@greengroupenvironmental.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Green Group Environmental, LLC	brian@greengroupenvironmental.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Greenhut Construction	randy@greenhut.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Greenhut Construction	randy@greenhut.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Gulf Atlantic Constructors	tclukey@gacinc.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Gulf Atlantic Constructors	tclukey@gacinc.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Gulf Atlantic Constructors, Inc.	bbauer@gacinc.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Gulf Atlantic Constructors, Inc.	bbauer@gacinc.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Gulf Coast Environmental Contractors, Inc.	scott@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Gulf Coast Environmental Contractors, Inc.	tracy@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Gulf Coast Industrial Construction, LLC	johnny.baggett96@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Gulf Coast Industrial Construction, LLC	johnny.baggett96@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	H. O. Weaver & Sons, Inc.	michael@hoseaweaver.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	H. O. Weaver & Sons, Inc.	michael@hoseaweaver.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	H.L. Bennett & Associates Inc.	hlb2@hlbennett.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	H.L. Bennett & Associates Inc.	hlb2@hlbennett.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Hanson Professional Services Inc.	blemieux@hanson-inc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Hanson Professional Services Inc.	blemieux@hanson-inc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Hanson Professional Services Inc.	narnoux@hanson-inc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Hanson Professional Services Inc.	narnoux@hanson-inc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Infrastructure Specialty Services	tammy@issglobalservices.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Infrastructure Specialty Services	tammy@issglobalservices.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Innova LLC	admin@byinnova.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Innova LLC	admin@byinnova.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	iSqFt	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	iSqFt	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	iSqFt	kosborn@isqft.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	iSqFt	kosborn@isqft.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	J MIller Construction Inc	chris@jmillerconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	J MIller Construction Inc	chris@jmillerconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	J&E Construction	may@jeconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	J&E Construction	may@jeconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	J. Miller Construction	tomdulaney@jmillerconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	J. Miller Construction	tomdulaney@jmillerconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	James Johnson Concrete Contractor LLC	jamesjohnsonjr3@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	James Johnson Concrete Contractor LLC	jamesjohnsonjr3@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	James Johnson Concrete Contractor LLC	Kwilli0408@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	James Johnson Concrete Contractor LLC	Kwilli0408@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	JAMES MALLORY CONTRACTOR INC	jmallory@jmallorycontractorinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	JAMES MALLORY CONTRACTOR INC	jmallory@jmallorycontractorinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Jire PPE & Jr construction Company LLC	demetrioroofing@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Jire PPE & Jr construction Company LLC	demetrioroofing@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	JMJ HOME DEVELOPMENT LLC	jmj@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	JMJ HOME DEVELOPMENT LLC	jmj@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	JMJ HOME DEVELOPMENT LLC	mjaca@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	JMJ HOME DEVELOPMENT LLC	OJACA@JMJHOMESLLC.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	JMJ HOME DEVELOPMENT LLC	OJACA@JMJHOMESLLC.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	JRM Construction Group	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	JRM Construction Group	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	JRM construction group, inc.	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	JRM construction group, inc.	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	KDL Underground & Development, Inc.	jamie.kdl@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	KDL Underground & Development, Inc.	jamie.kdl@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	KDL Underground & Development, Inc.	keri.kdl@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	KDL Underground & Development, Inc.	keri.kdl@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Kiewit Infrastructure South Co.	john.zelenka@kiewit.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Kiewit Infrastructure South Co.	john.zelenka@kiewit.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	KWOIN CONSTRUCTION CORPORATION	aarchie@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	KWOIN CONSTRUCTION CORPORATION	aarchie@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	KWOIN CONSTRUCTION CORPORATION	kwoincorp@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	KWOIN CONSTRUCTION CORPORATION	kwoincorp@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Larry M Jacobs & Associates	kima@lmj-a.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Larry M Jacobs & Associates	kima@lmj-a.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	loren jock trucking	bill@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	loren jock trucking	bill@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	loren jock trucking	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	loren jock trucking	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Loren Jock Trucking, Inc.	bill@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Loren Jock Trucking, Inc.	bill@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Loren Jock Trucking, Inc.	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Loren Jock Trucking, Inc.	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	LTS CONSTRUCTION LLC	ltswatson519@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	LTS CONSTRUCTION LLC	ltswatson519@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Mattair Construction Co., Inc.	becky@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Mattair Construction Co., Inc.	becky@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Mattair Construction Co., Inc.	lloyd@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Mattair Construction Co., Inc.	lloyd@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Maverick Demolition of N W Florida, Inc.	maverickdemolitioninc@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Maverick Demolition of N W Florida, Inc.	maverickdemolitioninc@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 7:25 AM	MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Middle Georgia Paving, Inc.	fkitchens.midgapaving@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Middle Georgia Paving, Inc.	fkitchens.midgapaving@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Midsouth Paving, Inc.	mindy.smallwood@midsouthpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Midsouth Paving, Inc.	mindy.smallwood@midsouthpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Morris & Morris Landscaping	morris_morrislandscaping@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Morris & Morris Landscaping	morris_morrislandscaping@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Morris & Morris LLC	morris_morrislandscaping@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Morris & Morris LLC	morris_morrislandscaping@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	OliverSperry Renovation	tboyer@oliversperryrenovation.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	OliverSperry Renovation	tboyer@oliversperryrenovation.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Olvera Company	mike@olveracompany.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Olvera Company	mike@olveracompany.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Olympus Painting Contractors Inc	lisa@olympuspainting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Olympus Painting Contractors Inc	lisa@olympuspainting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Omni Construction	donna@omniconstruction.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Omni Construction	donna@omniconstruction.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Ozark Striping Company, Inc.	chris@ozarkstriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Ozark Striping Company, Inc.	chris@ozarkstriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Ozark Striping Company, Inc.	tammylewis@ozarkstriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Ozark Striping Company, Inc.	tammylewis@ozarkstriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	PAC Comm Inc.	jmendez@paccominc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	PAC Comm Inc.	jmendez@paccominc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Padgett Construction	ty.melissa@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Padgett Construction	ty.melissa@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Panhandle Grading & Paving, Inc	josh@panhandlegradingandpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Panhandle Grading & Paving, Inc	josh@panhandlegradingandpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Pat's Pump & Blower	kfender@patspump.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Pat's Pump & Blower	kfender@patspump.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Pat's Pump & Blower	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Pat's Pump & Blower	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Pat's Pump & Blower LLC	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Pat's Pump & Blower LLC	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Peed Bros., Inc.	alance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Peed Bros., Inc.	alance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Peed Bros., Inc.	clance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Peed Bros., Inc.	clance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Phillips and Jordan, Inc	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Phillips and Jordan, Inc	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Phillips and Jordan, Inc.	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Phillips and Jordan, Inc.	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Phoenix Construction Services, Inc.	tschoppe@phoenix-fl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Phoenix Construction Services, Inc.	tschoppe@phoenix-fl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	pittman tractor co. inc.	lynn@pittmantractor.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	pittman tractor co. inc.	lynn@pittmantractor.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	pittman tractor co. inc.	tripsequip@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	pittman tractor co. inc.	tripsequip@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Pneumatic Concrete Co., Inc.	humblewgary@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Pneumatic Concrete Co., Inc.	humblewgary@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Pneumatic Concrete Co., Inc.	pneuconcoinc@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Pneumatic Concrete Co., Inc.	pneuconcoinc@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Prince Contracting, LLC	tmhardy@princecontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Prince Contracting, LLC	tmhardy@princecontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Principle Properties Inc.	rdesser007@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Principle Properties Inc.	rdesser007@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Pro Seal Of Florida	pamelaspencer@prosealofflorida.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Pro Seal Of Florida	pamelaspencer@prosealofflorida.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Pro Seal Of Florida	stockdragon219@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Pro Seal Of Florida	stockdragon219@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	R H Mooore	michael@rhmooreassociates.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	R H Mooore	michael@rhmooreassociates.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Radford and Nix Construction, LLC.	snix_rnc@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Radford and Nix Construction, LLC.	snix_rnc@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Rapid Blueprint of St. Pete, LLC	hasiaz@digitalimagingservices.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Rapid Blueprint of St. Pete, LLC	hasiaz@digitalimagingservices.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Rapid Reprographics of Gainesville	hasiaz@digitalimagingservices.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Rapid Reprographics of Gainesville	hasiaz@digitalimagingservices.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Rapid Reprographics of Gainesville	plots@advancereporgraphics.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Rapid Reprographics of Gainesville	plots@advancereporgraphics.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	RBM Contracting Services, LLC	rbm.coordinator@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	RBM Contracting Services, LLC	rbm.coordinator@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Reasor Building Group	matt.hall@rbg8a.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Reasor Building Group	matt.hall@rbg8a.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Reisch Development and Construction Services, LLC	peggy@reischco.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Reisch Development and Construction Services, LLC	peggy@reischco.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Reyco Contracting Solutions LLC	vgarrett@reycocontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Reyco Contracting Solutions LLC	vgarrett@reycocontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Reyco Contracting Solutions LLC	vreynoso@reycocontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Reyco Contracting Solutions LLC	vreynoso@reycocontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Roads Inc. of NWF	chase@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Roads Inc. of NWF	chase@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Roads, Inc. of NWF	chase@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Roads, Inc. of NWF	chase@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	ROADS, INC. OF NWF	djohnson@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	ROADS, INC. OF NWF	djohnson@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Roads, Inc. of NWF	josh@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Roads, Inc. of NWF	josh@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Roberson Underground Utility LLC	robersonundergroundllc@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Roberson Underground Utility LLC	robersonundergroundllc@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Rogar Management & Consulting of FL LLC	alfonso@dekorausa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Rogar Management & Consulting of FL LLC	alfonso@dekorausa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	S.H. Hayes Enterprises, LLC	shayes1218@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	S.H. Hayes Enterprises, LLC	shayes1218@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Session & Wells Enterprises INC	wells.session@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Session & Wells Enterprises INC	wells.session@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Site and Utility LLC	dfowler@siteandutilityllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Site and Utility LLC	dfowler@siteandutilityllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Site and Utility, LLC	bobbygodfrey2@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Site and Utility, LLC	bobbygodfrey2@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Site and Utility, LLC	dee@southtrustpg.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Site and Utility, LLC	dee@southtrustpg.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Southeastern Construction, Inc.	wayne@southeasternconstruction.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Southeastern Construction, Inc.	wayne@southeasternconstruction.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Southern Utility Co.	denny@southernutility.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Southern Utility Co.	denny@southernutility.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	southern utility company inc	denny@southernutility.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	southern utility company inc	denny@southernutility.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Spring Clean	darrenfrieson@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Spring Clean	darrenfrieson@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Spring Clean	jeffsmith@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Spring Clean	jeffsmith@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Spring Clean	stevendavis@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Spring Clean	stevendavis@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Spring Clean Cleaning Service LLC	darrenfrieson@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Spring Clean Cleaning Service LLC	darrenfrieson@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Spring Clean Cleaning Service LLC	stevendavis@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Spring Clean Cleaning Service LLC	stevendavis@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Sunbelt Rentals	Brent.McCurry@sunbeltrentals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Sunbelt Rentals	Brent.McCurry@sunbeltrentals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Sunbelt Rentals	matt.rolfe@sunbeltrentals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Sunbelt Rentals	matt.rolfe@sunbeltrentals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Suns And Pops LLC	sunsandpops@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Suns And Pops LLC	sunsandpops@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Superior Construction Company Southeast, LLC	see@superiorconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Superior Construction Company Southeast, LLC	see@superiorconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Takco Construction	ron@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Takco Construction	ron@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Takco Construction	steve@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Takco Construction	steve@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Talcon Group, LLC	vhurst@talcongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Talcon Group, LLC	vhurst@talcongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Team Synergy, LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Team Synergy, LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Terry's Paint & Body Inc.	hbrowser@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Terry's Paint & Body Inc.	hbrowser@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	The Sumlin Group Llc	mikesumlin@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	The Sumlin Group Llc	mikesumlin@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Three Trade Consultants Inc.	bradley.threetrade@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Three Trade Consultants Inc.	bradley.threetrade@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Treadstone Construction Inc.	ctreadstone.con@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Treadstone Construction Inc.	ctreadstone.con@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Triptek Construction	miles@triptekllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Triptek Construction	miles@triptekllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Universal Concrete Grinding	k.owen@universalconcretegrinding.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Universal Concrete Grinding	k.owen@universalconcretegrinding.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Vortex Services, LLC.	ccorrigan@vortexcompanies.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Vortex Services, LLC.	ccorrigan@vortexcompanies.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Wharton-Smith, Inc.	amatthews@whartonsmith.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Wharton-Smith, Inc.	amatthews@whartonsmith.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Wharton-Smith, Inc.	estimatinggulf@whartonsmith.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Wharton-Smith, Inc.	estimatinggulf@whartonsmith.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Wide Range Home Repair & Tractor Services	widerangehomerepair@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Wide Range Home Repair & Tractor Services	widerangehomerepair@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Xtreme Development	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Xtreme Development	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Xtreme Development	Sherry@XtremeDevelopmentLLC.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Xtreme Development	Sherry@XtremeDevelopmentLLC.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 7:25 AM	Xtreme Development LLC.	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Xtreme Development LLC.	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Xtreme Development LLC.	Sherry@XtremeDevelopmentLLC.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:25 AM	Xtreme Development LLC.	Sherry@XtremeDevelopmentLLC.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:26 AM	Anderson Columbia Co Inc	debra.ward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
2/11/2020 7:26 AM	Green Dream International	a.moore@gdicompany.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:26 AM	Green Dream International	a.moore@gdicompany.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:26 AM	Gulf Coast Environmental Contractors, Inc.	scott@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:26 AM	Gulf Coast Environmental Contractors, Inc.	tracy@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:26 AM	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
2/11/2020 7:26 AM	Pat's Pump & Blower	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 7:26 AM	Pat's Pump & Blower	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 7:26 AM	Pat's Pump & Blower LLC	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 7:26 AM	Pat's Pump & Blower LLC	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 7:26 AM	Peed Bros., Inc.	alance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
2/11/2020 7:26 AM	Peed Bros., Inc.	alance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 7:26 AM	Peed Bros., Inc.	clance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 7:26 AM	Peed Bros., Inc.	clance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 7:26 AM	pittman tractor co. inc.	lynn@pittmantractor.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 7:27 AM	Anderson Columbia Co Inc	debra.ward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
2/11/2020 7:27 AM	JMJ HOME DEVELOPMENT LLC	mjaca@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 7:27 AM	pittman tractor co. inc.	lynn@pittmantractor.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 7:29 AM	Roads, Inc. of NWF	josh@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 7:29 AM	Roads, Inc. of NWF	josh@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 7:30 AM	Dickerson Florida, Inc.	apeterson@dfifl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/11/2020 7:30 AM	Dickerson Florida, Inc.	apeterson@dfifl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 7:31 AM	Session & Wells Enterprises INC	wells.session@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 7:31 AM	Session & Wells Enterprises INC	wells.session@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 7:31 AM	Site and Utility, LLC	bobbygodfrey2@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 7:31 AM	Site and Utility, LLC	bobbygodfrey2@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/11/2020 7:31 AM	Site and Utility, LLC	bobbygodfrey2@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 7:32 AM	iSqFt	kosborn@isqft.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 7:32 AM	JMJ HOME DEVELOPMENT LLC	mjaca@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 7:32 AM	JMJ HOME DEVELOPMENT LLC	mjaca@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 7:34 AM	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/11/2020 7:34 AM	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 7:45 AM	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 7:46 AM	Bear General Contractors	joshua@beargc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 7:46 AM	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 7:50 AM	James Johnson Concrete Contractor LLC	jamesjohnsonjr3@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/11/2020 7:52 AM	James Johnson Concrete Contractor LLC	jamesjohnsonjr3@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 7:53 AM	James Johnson Concrete Contractor LLC	jamesjohnsonjr3@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 8:18 AM	Southeastern Construction, Inc.	wayne@southeasternconstruction.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 8:48 AM	Aftermath Disaster Recovery	rfps@aftermathdisaster.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	All About Lines Striping	antwan@aalinestriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Allstop Waterproofing, LLC	david@allstopwaterproofing.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Andala Enterprises, Inc.	johnralls@rallslawfirm.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Anderson Columbia Co Inc	debra.ward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Anderson Columbia Co Inc	walter.edward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	ANTILLEAN RX CENTERS, LLC	Bmontgomery02@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	ANTILLEAN RX CENTERS, LLC	daniel@sevengatescorp.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Arkitektura Development Inc	bethacontreras@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Baughn Renovations, LLC	oran@baughnrenovations.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Baughn Renovations, LLC	RANDY@BAUGHNRENOVATIONS.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Bear General Contractors	joshua@beargc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Birkshire Johnstone, LLC	chris@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Birkshire Johnstone, LLC	melissa@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Blue Team Restoration	Jrobards@bbmkcontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	BRADLEY MASONRY,INC	JON@BRADLEYMASONRY.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	BRADLEY MASONRY,INC	karen@bradleymasonry.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	CasTech Products, Inc	wlw@castechproducts.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	CDM contracting	operations1@cdmcontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Chris Perritt LLC	chrp4x4@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Christopher C.Bargaineer concrete construction inc	bargaineerconcrete@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Citrus Sandblast	brandon@citrussandblast.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	ConstructConnect	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	ConstructConnect	kristy.osborn@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Construction Journal	bids@thecj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Cunningham DeLaney Construction	richard@cunninghamdelaney.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	D & B Builders, Inc.	vance@db-builders.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	D & K Concrete construction	dkconcrete24@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	D&B Builders, Inc.	vance@db-builders.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Dickerson Florida, Inc.	apeterson@dfifl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Dickerson Florida, Inc.	rickf@dfifl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Dodge Data & Analytics	s.kalyanaraman@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Elite Site Construction Company, LLC.	sean.elitesite@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Emerald Coast Constructors	rzimmerman.ecc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Emerald Coast Constructors, Inc.	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Emerald Coast Constructors, Inc.	rzimmerman.ecc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Emry Construction LLC	emryconstruction@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Enterprise Pals, Inc.	nazim@enterprisepals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Erosion Control Specialist Inc.	ecspecialist@live.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Evan Chase Construction, Inc.	evanchaseconstruction@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Faircloth Land Services	carrottopcakes@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Faircloth Land Services	southerndieselpower@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	GLF Construction Corporation	jadams@glfusa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Grand Service Company, LLC.	gsc7149@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Grand Service Company, LLC.	markg7149@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Green Dream International	a.havan@greendreamgr.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Green Dream International	a.moore@greendreamgr.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Green Group Environmental, LLC	brian@greengroupenvironmental.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Greenhut Construction	randy@greenhut.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Gulf Atlantic Constructors	tclukey@gacinc.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Gulf Atlantic Constructors, Inc.	bbauer@gacinc.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Gulf Coast Industrial Construction, LLC	johnny.baggett96@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	H. O. Weaver & Sons, Inc.	michael@hoseaweaver.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	H.L. Bennett & Associates Inc.	hlb2@hlbennett.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Hanson Professional Services Inc.	blemieux@hanson-inc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Hanson Professional Services Inc.	narnoux@hanson-inc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Huey's Works Corporation	admin@hueysworks.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Infrastructure Specialty Services	tammy@issglobalservices.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Innova LLC	admin@byinnova.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	iSqFt	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	iSqFt	kosborn@isqft.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	J MIller Construction Inc	chris@jmillerconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	J. Miller Construction	tomdulaney@jmillerconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	James Johnson Concrete Contractor LLC	jamesjohnsonjr3@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	James Johnson Concrete Contractor LLC	Kwilli0408@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	JAMES MALLORY CONTRACTOR INC	jmallory@jmallorycontractorinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Jire PPE & Jr construction Company LLC	demetrioroofing@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	JMJ HOME DEVELOPMENT LLC	jmj@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	JMJ HOME DEVELOPMENT LLC	mjaca@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	JMJ HOME DEVELOPMENT LLC	OJACA@JMJHOMESLLC.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	JRM Construction Group	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	JRM construction group, inc.	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	KDL Underground & Development, Inc.	jamie.kdl@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	KDL Underground & Development, Inc.	keri.kdl@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Kiewit Infrastructure South Co.	john.zelenka@kiewit.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	KWOIN CONSTRUCTION CORPORATION	aarchie@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	KWOIN CONSTRUCTION CORPORATION	kwoincorp@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Larry M Jacobs & Associates	kima@lmj-a.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	loren jock trucking	bill@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	loren jock trucking	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Loren Jock Trucking, Inc.	bill@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Loren Jock Trucking, Inc.	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	LTS CONSTRUCTION LLC	ltswatson519@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Mattair Construction Co., Inc.	becky@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Mattair Construction Co., Inc.	lloyd@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Maverick Demolition of N W Florida, Inc.	maverickdemolitioninc@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	MCNORTON MECHANICAL CONTRACTORS	LMCNORTON@MCNORTONHVAC.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	MCNORTON MECHANICAL CONTRACTORS	sean@mcnortonhvac.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Middle Georgia Paving, Inc.	fkitchens.midgapaving@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Midsouth Paving, Inc.	mindy.smallwood@midsouthpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Morris & Morris Landscaping	morris_morrislandscaping@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Morris & Morris LLC	morris_morrislandscaping@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	OliverSperry Renovation	tboyer@oliversperryrenovation.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Olympus Painting Contractors Inc	lisa@olympuspainting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Omni Construction	donna@omniconstruction.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Ozark Striping Company, Inc.	chris@ozarkstriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Ozark Striping Company, Inc.	tammylewis@ozarkstriping.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	PAC Comm Inc.	jmendez@paccominc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Padgett Construction	ty.melissa@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Panhandle Grading & Paving, Inc	josh@panhandlegradingandpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Pat's Pump & Blower	kfender@patspump.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Pat's Pump & Blower	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Pat's Pump & Blower LLC	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Peed Bros., Inc.	alance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Peed Bros., Inc.	clance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Phillips and Jordan, Inc	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Phillips and Jordan, Inc.	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Phoenix Construction Services, Inc.	tschoppe@phoenix-fl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	pittman tractor co. inc.	lynn@pittmantractor.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	pittman tractor co. inc.	tripsequip@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Pneumatic Concrete Co., Inc.	humblewgary@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Pneumatic Concrete Co., Inc.	pneuconcoinc@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Prince Contracting, LLC	tmhardy@princecontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Principle Properties Inc.	rdesser007@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Pro Seal Of Florida	pamelaspencer@prosealofflorida.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Pro Seal Of Florida	stockdragon219@hotmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	R H Mooore	michael@rhmooreassociates.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Radford and Nix Construction, LLC.	snix_rnc@bellsouth.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Rapid Blueprint of St. Pete, LLC	hasiaz@digitalimagingservices.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Rapid Reprographics of Gainesville	hasiaz@digitalimagingservices.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Rapid Reprographics of Gainesville	plots@advancereporgraphics.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	RBM Contracting Services, LLC	rbm.coordinator@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Reasor Building Group	matt.hall@rbg8a.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Reisch Development and Construction Services, LLC	peggy@reischco.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Reyco Contracting Solutions LLC	vgarrett@reycocontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Reyco Contracting Solutions LLC	vreynoso@reycocontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Roads Inc. of NWF	chase@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Roads, Inc. of NWF	chase@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Roads, Inc. of NWF	josh@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Roberson Underground Utility LLC	robersonundergroundllc@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Rogar Management & Consulting of FL LLC	alfonso@dekorausa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	S.H. Hayes Enterprises, LLC	shayes1218@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Session & Wells Enterprises INC	wells.session@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Site and Utility LLC	dfowler@siteandutilityllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Site and Utility, LLC	bobbygodfrey2@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Site and Utility, LLC	dee@southtrustpg.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Southeastern Construction, Inc.	wayne@southeasternconstruction.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Southern Utility Co.	denny@southernutility.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	southern utility company inc	denny@southernutility.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Spring Clean	darrenfrieson@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Spring Clean	jeffsmith@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Spring Clean	stevendavis@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Spring Clean Cleaning Service LLC	darrenfrieson@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Spring Clean Cleaning Service LLC	stevendavis@springcleanllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Sunbelt Rentals	matt.rolfe@sunbeltrentals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Suns And Pops LLC	sunsandpops@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Superior Construction Company Southeast, LLC	see@superiorconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Takco Construction	ron@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Takco Construction	steve@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Talcon Group, LLC	vhurst@talcongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Team Synergy, LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Terry's Paint & Body Inc.	hbrowser@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	The Sumlin Group Llc	mikesumlin@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Three Trade Consultants Inc.	bradley.threetrade@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Treadstone Construction Inc.	ctreadstone.con@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Triptek Construction	miles@triptekllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Universal Concrete Grinding	k.owen@universalconcretegrinding.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Vortex Services, LLC.	ccorrigan@vortexcompanies.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Wharton-Smith, Inc.	amatthews@whartonsmith.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Wharton-Smith, Inc.	estimatinggulf@whartonsmith.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Wide Range Home Repair & Tractor Services	widerangehomerepair@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:48 AM	Xtreme Development	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Xtreme Development	Sherry@XtremeDevelopmentLLC.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Xtreme Development LLC.	dustin@xtremedevelopmentllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:48 AM	Xtreme Development LLC.	Sherry@XtremeDevelopmentLLC.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:49 AM	Green Dream International	a.moore@gdicompany.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:49 AM	Gulf Coast Environmental Contractors, Inc.	scott@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:49 AM	Gulf Coast Environmental Contractors, Inc.	tracy@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:49 AM	Peed Bros., Inc.	clance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 8:49 AM	ROADS, INC. OF NWF	djohnson@roadsinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:49 AM	Sunbelt Rentals	Brent.McCurry@sunbeltrentals.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver

Event Date	Company	Email	Subject	Event
2/11/2020 8:49 AM	Talcon Group, LLC	vhurst@talcongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 8:49 AM	Talcon Group, LLC	vhurst@talcongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 8:49 AM	Three Trade Consultants Inc.	bradley.threetrade@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 8:50 AM	Anderson Columbia Co Inc	debra.ward@andersoncolumbia.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 8:50 AM	Baughn Renovations, LLC	RANDY@BAUGHNRENOVATIONS.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
2/11/2020 8:50 AM	Evan Chase Construction, Inc.	evanchaseconstruction@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 8:50 AM	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 8:50 AM	Olvera Company	mike@olveracompany.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:50 AM	Peed Bros., Inc.	alance@peedbros.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 8:50 AM	pittman tractor co. inc.	lynn@pittmantractor.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
2/11/2020 8:50 AM	Universal Concrete Grinding	k.owen@universalconcretegrinding.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 8:51 AM	J&E Construction	may@jeconstruct.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	deliver
2/11/2020 8:57 AM	Birkshire Johnstone LLC	chris@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 8:57 AM	Birkshire Johnstone, LLC	chris@birkshirejohnstone.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 8:59 AM	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/11/2020 9:02 AM	Southeastern Construction, Inc.	wayne@southeasternconstruction.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:03 AM	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:03 AM	Emerald Coast Constructors, Inc.	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:05 AM	Session & Wells Enterprises INC	wells.session@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:06 AM	Construction Journal	bids@thecj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
2/11/2020 9:08 AM	Pat's Pump & Blower	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:08 AM	Pat's Pump & Blower LLC	patspump@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:12 AM	Dickerson Florida, Inc.	apeterson@dfifl.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:13 AM	Allstop Waterproofing, LLC	david@allstopwaterproofing.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:16 AM	Talcon Group, LLC	vhurst@talcongroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/11/2020 9:18 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:18 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:18 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:18 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:19 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/11/2020 9:19 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:19 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:19 AM	LTS CONSTRUCTION LLC	AWATSONAWC@GMAIL.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:19 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:19 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/11/2020 9:19 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:19 AM	LTS Construction, LLC	awatsonawc@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:21 AM	Innova LLC	admin@byinnova.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:24 AM	Baughn Renovations, LLC	RANDY@BAUGHNRENOVATIONS.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:24 AM	Baughn Renovations, LLC	RANDY@BAUGHNRENOVATIONS.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/11/2020 9:24 AM	Baughn Renovations, LLC	RANDY@BAUGHNRENOVATIONS.COM	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:25 AM	BRADLEY MASONRY,INC	karen@bradleymasonry.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 9:25 AM	LTS CONSTRUCTION LLC	ltswatson519@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:26 AM	LTS CONSTRUCTION LLC	ltswatson519@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:26 AM	Phillips and Jordan, Inc	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/11/2020 9:26 AM	Phillips and Jordan, Inc.	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:27 AM	Phillips and Jordan, Inc	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:27 AM	Phillips and Jordan, Inc	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:27 AM	Phillips and Jordan, Inc.	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:27 AM	Phillips and Jordan, Inc.	flestimate@pandj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/11/2020 9:34 AM	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:37 AM	Citrus Sandblast	brandon@citrussandblast.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:42 AM	Construction Journal	bids@thecj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:51 AM	Rogar Management & Consulting of FL LLC	alfonso@dekorausa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:52 AM	Rogar Management & Consulting of FL LLC	alfonso@dekorausa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/11/2020 9:52 AM	Rogar Management & Consulting of FL LLC	alfonso@dekorausa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 10:34 AM	ConstructConnect	kristy.osborn@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 10:37 AM	ConstructConnect	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 10:37 AM	iSqFt	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 10:40 AM	ConstructConnect	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
2/11/2020 10:40 AM	iSqFt	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 10:48 AM	ConstructConnect	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 10:48 AM	iSqFt	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 10:50 AM	ConstructConnect	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 10:50 AM	iSqFt	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/11/2020 11:28 AM	Chris Perritt LLC	chrp4x4@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 11:31 AM	Construction Journal	bids@thecj.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 11:43 AM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 11:46 AM	Chris Perritt LLC	chrp4x4@aol.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 11:58 AM	JAMES MALLORY CONTRACTOR INC	jmallory@jmallorycontractorinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/11/2020 11:59 AM	JAMES MALLORY CONTRACTOR INC	jmallory@jmallorycontractorinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 11:59 AM	JAMES MALLORY CONTRACTOR INC	jmallory@jmallorycontractorinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 12:05 PM	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 12:05 PM	Emerald Coast Constructors	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 12:05 PM	Emerald Coast Constructors, Inc.	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/11/2020 12:05 PM	Emerald Coast Constructors, Inc.	mark.ecc@cox.net	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 12:18 PM	loren jock trucking	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 12:18 PM	loren jock trucking	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 12:18 PM	Loren Jock Trucking, Inc.	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 12:18 PM	Loren Jock Trucking, Inc.	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/11/2020 12:19 PM	Principle Properties Inc.	rdesser007@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 12:20 PM	loren jock trucking	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 12:20 PM	Loren Jock Trucking, Inc.	bruce@lorenjocktrucking.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 12:21 PM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 12:24 PM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
2/11/2020 12:24 PM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 12:28 PM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 12:28 PM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 2:07 PM	CasTech Products, Inc	wlw@castechproducts.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 2:07 PM	CasTech Products, Inc	wlw@castechproducts.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/11/2020 2:09 PM	CasTech Products, Inc	wlw@castechproducts.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 3:31 PM	Empire Builders Group Inc	estimator@empirebuildersgroup.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 3:41 PM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 3:41 PM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/11/2020 4:26 PM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/11/2020 4:26 PM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 4:42 PM	Takco Construction	ron@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 4:43 PM	Takco Construction	ron@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 4:44 PM	Takco Construction	ron@takcousa.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 5:04 PM	Mattair Construction Co., Inc.	becky@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/11/2020 5:04 PM	Mattair Construction Co., Inc.	becky@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 5:05 PM	Mattair Construction Co., Inc.	becky@mattairconstruction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 5:07 PM	ConstructConnect	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 5:07 PM	iSqFt	content@constructconnect.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 6:04 PM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click

Event Date	Company	Email	Subject	Event
2/11/2020 6:56 PM	Christopher C.Bargaineer concrete construction inc	bargaineerconcrete@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 6:58 PM	Christopher C.Bargaineer concrete construction inc	bargaineerconcrete@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 6:59 PM	Christopher C.Bargaineer concrete construction inc	bargaineerconcrete@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 7:48 PM	H.L. Bennett & Associates Inc.	hlb2@hlbennett.org	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/11/2020 9:06 PM	Blue Team Restoration	Jrobards@bbmkcontracting.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/12/2020 8:58 AM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/12/2020 8:59 AM	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/12/2020 7:13 AM	Suns And Pops LLC	sunsandpops@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/12/2020 8:04 AM	Panhandle Grading & Paving, Inc	josh@panhandlegradingandpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/12/2020 8:04 AM	Panhandle Grading & Paving, Inc	josh@panhandlegradingandpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/12/2020 8:04 AM	Panhandle Grading & Paving, Inc	josh@panhandlegradingandpaving.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/12/2020 10:27 AM	Gulf Coast Industrial Construction, LLC	johnny.baggett96@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/12/2020 11:27 AM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/12/2020 11:27 AM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/12/2020 4:50 PM	Dodge Data	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/12/2020 4:50 PM	Dodge Data & Analytics	dodge.docs@construction.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/18/2020 6:43 AM	Site and Utility, LLC	bobbygodfrey2@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	click
2/18/2020 6:43 AM	Site and Utility, LLC	bobbygodfrey2@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/18/2020 7:18 AM	Faircloth Land Services	carrottopcakes@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/18/2020 10:49 AM	Gulf Coast Environmental Contractors, Inc.	scott@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
2/18/2020 10:50 AM	Gulf Coast Environmental Contractors, Inc.	scott@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/18/2020 10:50 AM	Gulf Coast Environmental Contractors, Inc.	scott@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/18/2020 11:38 AM	Gulf Coast Environmental Contractors, Inc.	scott@gcecinc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
2/20/2020 8:49 AM	LaCoste General Contractors LLC	lacostegeneralcontractorsllc@yahoo.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
3/4/2020 7:14 AM	JMJ HOME DEVELOPMENT LLC	mjaca@jmjhomesllc.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Event Date	Company	Email	Subject	Event
3/20/2020 4:10 PM	LTS CONSTRUCTION LLC	ltswatson519@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
3/24/2020 12:45 PM	Erosion Control Specialist Inc.	ecspecialist@live.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
3/30/2020 1:29 PM	Wide Range Home Repair & Tractor Services	widerangehomerepair@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open
3/30/2020 1:30 PM	Wide Range Home Repair & Tractor Services	widerangehomerepair@gmail.com	Escambia County - PERDIDO KEY FIRE STATION CONCRETE REPAIRS	open

Downloads and Views

EXPORT TO EXCEL

Event Date	Company Name	Event
12/31/2019 5:26 PM	High Quality Private Security	Viewed

Event Date	Company Name	Event
1/1/2020 4:48 PM	Andala Enterprises, Inc.	Viewed
1/1/2020 4:56 PM	Andala Enterprises, Inc.	Downloaded
1/2/2020 8:23 AM	Panhandle Grading & Paving, Inc	Viewed
1/2/2020 8:23 AM	Panhandle Grading & Paving, Inc	Downloaded
1/2/2020 10:16 AM	Bryan's Lawn Maintenance, Inc	Downloaded
1/2/2020 10:16 AM	Bryan's Lawn Maintenance, Inc	Downloaded
1/2/2020 6:07 PM	Bluebook Network Building & Construction	Downloaded
1/2/2020 6:07 PM	Bluebook Network Building & Construction	Downloaded
1/3/2020 4:48 PM	Bryan's Lawn Maintenance, Inc	Viewed
1/3/2020 4:48 PM	Bryan's Lawn Maintenance, Inc	Viewed
1/6/2020 2:25 PM	fl research inc.	Viewed
1/6/2020 2:25 PM	fl research inc.	Downloaded
1/9/2020 6:10 AM	WINZER CORP.	Viewed
1/21/2020 5:11 AM	North America Procurement Council, Inc. PBC	Viewed
1/21/2020 1:39 PM	HHH Construction of NWF Inc	Viewed
1/22/2020 10:18 PM	Dodge Data & Analytics	Viewed
1/22/2020 10:21 PM	Dodge Data & Analytics	Downloaded
1/23/2020 10:36 AM	09/01/2018	Viewed
1/23/2020 10:38 AM	09/01/2018	Downloaded
1/23/2020 1:33 PM	GLOBAL CONTAINMENT SOLUTIONS, LLC	Viewed

Event Date	Company Name	Event
1/23/2020 1:33 PM	GLOBAL CONTAINMENT SOLUTIONS, LLC	Viewed
1/24/2020 12:23 AM	Online Data Services, LLC	Viewed
1/24/2020 12:24 AM	Online Data Services, LLC	Downloaded
1/28/2020 3:50 PM	ACE Hardware of Gulf Breeze	Viewed
1/29/2020 11:30 PM	IMS	Viewed
2/7/2020 12:57 AM	Construction Journal	Downloaded
2/7/2020 12:57 AM	Construction Journal	Downloaded
2/10/2020 12:18 AM	Construction Journal	Viewed
2/10/2020 12:18 AM	Construction Journal	Viewed
2/12/2020 4:04 PM	Dodge Data & Analytics	Downloaded
2/13/2020 6:05 PM	Welt Demolition	Viewed
2/13/2020 6:05 PM	Welt Demolition	Viewed
2/13/2020 6:09 PM	Welt Demolition	Downloaded
2/13/2020 6:09 PM	Welt Demolition	Downloaded
3/9/2020 4:33 AM	onvia	Viewed
3/9/2020 4:33 AM	onvia	Viewed
3/31/2020 3:26 PM	ConstructConnect	Viewed
3/31/2020 3:26 PM	ConstructConnect	Downloaded
4/24/2020 11:45 PM	Bluebook Network Building & Construction	Viewed
4/24/2020 11:45 PM	Bluebook Network Building & Construction	Viewed

Event Date	Company Name	Event
4/26/2020 9:27 AM	Dodge Data & Analytics	Viewed

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RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: Perdido Key Fire Station Concrete Repairs

Bid Number: PD ~~99-00-~~ 19-20.017

Opening Date/Time: Feb. 10, 2020 at 3:00 p.m.

Purchasing Agent: Paul Nobles

Client Department: Facilities Management Dept. Director/Designee: George Bush

Protest Information:

Note: Purchasing will advise of any Protest(s)

Requisition #

Fund: F001

Cost Center: 310204

Object Code: 53101/54601

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation ___Yes ___No
Note: Attachments to Requisition shall Reference PD #

Comments Applicable to General Information Section:

SECTION 2 **- RECOMMENDED AWARD SECTION -** **(See Attached Tab Sheet)**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)
To award Empire Builders the construction contract in the amount of $364,663.68 (Base Bid + Alternate 1 ~~$339,426.94 + 25,236.74~~)

Unit Price Extensions Checked by:

(Signature) (Date)
Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description:

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder
Purchasing __Yes __No Client Department __Yes __No
If Yes, Please Document in Space Provided:

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Department Director/Designee Approval: *George Bush*
(Signature)
Note: Fax Immediately to Director or Designee if not at Public Opening.

Purchasing Manager/Designee Approval:
(Signature)

Note 1: The Office Of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).
Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17730 **County Administrator's Report 12. 46.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Contract Award for 19-20 Road Resurfacing Project
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator

RECOMMENDATION:

Recommendation Concerning Contract Award for 19-20 Road Resurfacing Project - Joy Jones, Department Director, Engineering Department through 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 Roads Inc., of NWF, per the terms and conditions of PD 19-20.033, 19-20 Road Resurfacing Project , in the amount of $3,245,664.99 for basic construction services.

Vendor/Contractor	Funding	Amount	Contract Number
Roads Inc, of NWF	Fund 353, LOST IV; Cost Center 210106, Object Code 56301, Project Number 20EN0918	$3,245,664.99	PD 19-20.033

Non-ADA COMPLIANT DOCUMENTS TO BE DISTRIBUTED UNDER SEPARATE COVER:

Roads Inc. of NWF Bid

BACKGROUND:

The bids were opened on March 19, 2020, 2:00 p.m., at the Office of Purchasing conference room. The low bid was Midsouth Paving, with a bid amount of $3,239,647.39. Due to past workmanship and scheduling deficiencies on the 17-18 Resurfacing Contract, as described in the evaluation found in the backup, the Department's recommendation for award is to the second lowest most responsible bidder, Roads, Inc. of NWF, with a bid amount of $3,245,664.99.

This project consists of the resurfacing and/or reconstructing in portion or whole of Falcon Drive, English Oak Circle, Oakcliff Road, Brisas Way, Cariba Court, Las Brisas Drive, Las Brisas Court, Pebble Creek Drive, Pebble Creek Place, Pebble Creek Road, Pebble Creek Terrace, Clear Lake Drive, Chandelle Drive, Chandelle Lake Drive, Detroit Boulevard, Raleigh Circle, Cain Avenue, Hawkins Street, Hoyt Street, Fairchild Street, Lilac Lane, Nestle Drive, Bloodworth Lane, Plantation Road, and Sunshine Hill Road. This project will also include other work associated with the reconstruction of roadways such as maintenance of traffic, stormwater pollution prevention, sod stabilization, shoulder work, pavement striping, possible dewatering, etc. The contractor is to maintain traffic flow at all times, with minimal delays. Roadways are to have two-way traffic opened during all non-working hours. Closure of one lane will be allowed only during working hours. Contractor is to notify the residents no later than 48 hours prior to work beginning on each roadway/group of roads. The Road Department shall receive 50% of the milling from this Contract. Contractor is to coordinate with the Road Department on when and where this shall occur. The Road Department will provide trucks to transport millings from a mutually agreed upon location.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Roads Inc., of NWF	Fund 353, LOST IV; Cost Center 210106, Object Code 56301, Project Number 20EN0918	$3,245,664.99	PD 19-20.033

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, FORM D: Road/Drainage

PERSONNEL:

The Engineering Department Staff will coordinate all tasks.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, Florida 1999, Chapter 46, Finance, Article ll Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney Standard Form of Contract, Form D, Road/Drainage and Purchase Order.

Attachments

Solicitation
RECOMMENDATION TO AWARD
Agreement
Bid Tabulation
Road List
Mid-South EVAL

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BID

19-20 ROAD RESURFACING PROJECT
SPECIFICATION NUMBER PD 19-20.033

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, March 19, 2020
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **10:00 AM CDT, March 5, 2020**

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Paul Nobles
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4918
E-Mail: PRNobles@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to Vendors of the local Vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any Vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a Vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not

fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to Vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A Vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any Vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the

County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
19-20 ROAD RESURFACING PROJECT
SPECIFICATION 19-20.033

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

19-20 ROAD RESURFACING PROJECT
PD 19-20.033

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

	Page
Solicitation, Offer, and Bid Form *	1
Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes **	5
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List of General Terms and Conditions (Incorporated by Reference)	11
Special Terms and Conditions	12
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Exhibit H – Technical Specifications	23
Exhibit I – Drawings and Plans	24

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Paul Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

INVITATION TO BID

19-20 ROAD RESURFACING PROJECT

Solicitation Number PD 19-20.033

Solicitation

MAILING DATE: 2/20/2020
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 10:00 AM CDT, March 5, 2020.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, March 19, 2020, 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 Escambia 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 Escambia County Office of Purchasing. Protests 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: (___) _____
Toll Free: (___) _____
Fax: (____) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

***** _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Line Item	Description	Quantity	Units	Unit Cost	Extension Cost
1	Mobilization	1	LS		
2	Striping (To Include line, bars, RPM, traffic loops.)	1	LS		
3	Remove Sand, Silt, & Vegetation From Existing Curb and Gutter	57402	LF		
4	Earthwork Excavation by machine	10407	CY		

5	Final grading and seal rolling prior to paving	176146	SY		
6	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) over 1500sy	34656	SY		
7	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	180925	SY		
8	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	20069	SY		
9	Mill Existing Asphalt, 1.5" - 3" Thickness, over 1500sy	176146	SY		
10	12" Stabilized Subgrade, County Spec 2300, over 1000sy	62629	SY		
11	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	62629	SY		
12	Construct 3 5/8" Speed Table, includes Street Print, White Temporary, and Thermoplastic Pavement Markings as per County Detail and MUTCD	10	EA		
13	Remove Existing Speed Hump	10	EA		
14	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) includes concrete collar	71	EA		
15	Centipede Sod, Staked, less than 1000sy	34656	SY		

Total **$** _____

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
_____

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be substantially completed within **Three Hundred (300) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **Three Hundred Thirty (330) consecutive calendar days** from the date of Substantial Completion, which is Notice to Proceed. **Liquidated damages of $1000 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A),
FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

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's Solicitation, Offer, and Bid Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "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. Non-Conformation 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

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
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
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 judgement is from the lowest, 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 or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.033, "19-20 Road Resurfacing Project", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the 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:

A. 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.

B. Definitions

Blackout Period means the period between the time the Bid 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 cancelled.

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.

C. 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:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) 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. Scope of Work

This project consists of the resurfacing and/or reconstructing in portion or whole of Falcon Dr., English Oak., Oakcliff Rd., Brisas Wy., Cariba Ct., Las Brisas Dr., Las Brisas Ct., Pebble Creek Dr., Pebble Creek Dr., Pebble Creek Pl., Pebble creek Rd., Pebble Creek Ter., Clear Lake Dr., Chandelle Dr., Chandelle Lake Dr, Detroit Blvd., Raleigh Cir., Cain Ave., Hawkins St., Hoyt St., Fairchild St., Lilac Ln., Nestle Dr., Bloodworth Ln., Plantation Rd. and Sunshine Hill Rd. This project will also include other work associated with the reconstruction of roadways such as maintenance of traffic, stormwater pollution prevention, sod stabilization shoulder work, pavement striping, possible dewatering, etc. The contractor is to maintain traffic flow at all times, with minimal delays. Roadways are to have two-way traffic opened during all non-working hours. Closure of one lane will be allowed only during working hours. Contractor is to notify the residents no later than 48 hours prior to work beginning on each roadway/group of roads. The Road Department shall receive 50% of the milling from this contract. Contractor is to coordinator with the Road Department on when and where this shall occur. The Road Department will provide trucks and haul straight from the milling machine or arrange for transport from a mutually agreed upon location.

Related Documents:

All roadway construction shall comply with the Escambia County Technical Specifications, latest edition, and all interim standards that apply to these editions.

Any reference to FDOT Standard Specifications for Road and Bridge Construction, latest edition, Division 1, General Requirements and Covenants, shall be excluded and not applicable to any specification referred herein or otherwise listed in these documents or in the Escambia County Technical Specifications.

Licenses:

General Contractors License
Underground Utilities License
Work Zone Safety Traffic Supervisor Certifications

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid 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.

4. Bonds

Performance and Payment Bonds
The County **shall** require the successful Offeror(s) to furnish **separate performance and payment bonds** under pledge of adequate surety and covering up to **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.

5. Procurement Questions

Questions shall be directed to Paul Nobles, Purchasing Manager, at PRNobles@myescambia.com. Last day for questions will be March 11, 2020 at 5:00 p.m. CDT.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror’s Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on March 5, 2020 at 10:00 AM CDT.

8. Liquidated Damages

Should the awarded Vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the Vendor shall pay to the County, as liquidated damages, the sum of **$1000** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the Vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Vendor.

9. Safety Regulations

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

10. Codes and Regulations

The awarded Vendor shall strictly comply with all federal, state and local building and safety codes.

11. 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

12. Warranty

The awarded Vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of two (2) years 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 Chief.

13. Debris

Awarded Vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

14. 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.

15. 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 form(s) to the best of our knowledge.

16. 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.

17. 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.

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.

Non-Contract 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.

A. 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 worker's 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.

B. <u>Workers Compensation Coverage</u>

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. <u>General, Automobile and Excess or Umbrella Liability Coverage</u>

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 $1,000,000.00 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. 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.

E. 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.

F. 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.

G. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability 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: Paul Nobles, Purchasing Manager
   Office of Purchasing, Room 11.101
   213 S. Palafox Place, 2nd Floor
   Pensacola, FL 32502
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other

legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at https://www.myescambia.com/our-services/purchasing, must have ADOBE Reader, on the left side, click Uniform Contract Format, scroll down to Forms, then click Form D – Paving and Drainage Projects to access the Standard Construction Contract Documents).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B. Four (4) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in 300 calendar days
Fully Complete and ready for Final Inspection in 330 calendar days
*B. Liquidated Damages at $1000 for each calendar day
Section 6
Section 7 *A. Escambia County Engineering
3363 West Park Place
Pensacola, FL 32505
Attn: Cooper Saunders, Project Manager
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.4 Four (4) copies of each Application for Payment
*21.1 Two (2) year(s) after final completion
B. Form of Performance and Payment Bond
C. Insurance and Safety Requirements

EXHIBIT H

19-20 ROAD RESURFACING PROJECT
SPECIFICATION PD 19-20.033

TECHNICAL SPECIFICATIONS

See Technical Specifications in attached document on Vendor Registry

EXHIBIT I

19-20 ROAD RESURFACING PROJECT
SPECIFICATION PD 19-20.033

DRAWINGS & PLANS

See Road List attached in attached document on Vendor Registry

RECOMMENDATION TO AWARD DETERMINATION CHECKLIST
(EXHIBIT 1 TO TABULATION SHEET)

SECTION 1 **- GENERAL INFORMATION SECTION -**

Description: 19-20 Resurfacing Contract

Bid Number PD: 19-20.033

Opening Date/Time: 3/19/2020 14:00 Office of Purchasing

Purchasing Agent: Lawrence Gordon

Client Department: Engineering Dept. Director/Designee: Cooper Saunders

Protest Information: _____

Note: Purchasing will advise of any Protest(s)

Requisition #_____ Verify

Fund: 353 Verify

Cost Center: 210106 Verify

Object Code: 56301 Verify

Project Number: 20EN0198 Verify

Digitally signed by Robin Lambert
Date: 2020.03.24 12:19:03 -05'00'

Background/Attachments/S.O.W. included w/Requisition for Preparing Recommendation ✔ **Yes** **No**
Note: Attachments to Requisition shall Reference PD # 19-20.033

Comments Applicable to General Information Section:

(See Attached Tab Sheet)

SECTION 2 **- RECOMMENDED AWARD SECTION -**

Recommendation to the BCC: (See Attached Tabulation Sheet for Pre-Award Compliance)

See attached Tabulation Sheet.

**Due to past performance of 17-18 Resurfacing contract, staff recommends going to the second lowest bidder (Roads, Inc. of NWF. Please see attached evaluation for 17-18 Contract.

Unit Price Extensions Checked by: _____ Cooper Saunders 2020.03.24 12:23:04 -05'00'

Note: Have Extensions Checked by Consultant and Confirm to Purchasing Agent after Opening.

Corrections to Unit Price Extension(s) Description: None

Comments/Questions as to Responsiveness and Responsibility for Apparent Low Bidder Purchasing ___Yes ___No
Client Department ___Yes ___No If Yes, Please Document in Space Provided:

**See note above

SECTION 3 **-CLIENT DEPARTMENT & OFFICE OF PURCHASING APPROVALS - FOR RECOMMENDED AWARD SECTION**

Cooper Saunders 2020.03.24 12:25:20 -05'00'

_____ _____
Department Director/Designee Approval: Purchasing Manager/Designee Approval

Note 1: The Office of Purchasing prepares recommendations for contract award through the County Administrator's Report. (CAR).

Note 2: Recommendations after contract award, typically Contract Administration matters such as amendments, change orders, assignments, and task are to be prepared by the Department. Add-on Recommendations will require the approval of the Purchasing Manager (or his designee) and the Director of Administrative Services (or her designee).

19-20 Resurfacing Bid Tabulation

				Roads, Inc.		Midsouth Paving, Inc		Panhandle Grading and Paving	
Line Item	**Discription**	**Quantity**	**Units**	**Unit Cost**	**Ext Cost**	**Unit Cost**	**Ext Cost**	**Unit Cost**	**Ext Cost**
1	Mobilization	1	LS	$87,305.15	$87,305.15	$106,568.75	$106,568.75	$165,000.00	$165,000.00
2	Striping (To Include line, bars, RPM, traffic loops.)	1	LS	$116,855.41	$116,855.41	$43,786.75	$43,786.75	$138,220.00	$138,220.00
3	Remove Sand, Silt, & Vegetation From Existing Curb and Gutter	57402	LF	$0.09	$5,166.18	$0.15	$8,610.30	$0.10	$5,740.20
4	Earthwork Excavation by machine	10407	CY	$6.00	$62,442.00	$6.57	$68,373.99	$10.70	$111,354.90
5	Final grading and seal rolling prior to paving	176146	SY	$0.89	$156,769.94	$0.26	$45,797.96	$0.65	$114,494.90
6	Disk Up Existing Turf and Redress To Grade (Does not include Seed and Mulch) over 1500sy	34656	SY	$0.72	$24,952.32	$0.46	$15,941.76	$1.15	$39,854.40
7	1 1/2" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface, over 1500sy	180925	SY	$8.67	$1,568,619.75	$7.59	$1,373,220.75	$7.60	$1,375,030.00
8	2" County Spec 2500 Type SP 12.5 Asphalt, less than 1500sy	20069	SY	$11.53	$231,395.57	$9.79	$196,475.51	$10.15	$203,700.35
9	Mill Existing Asphalt, 1.5" - 3" Thickness, over 1500sy	176146	SY	$1.17	$206,090.82	$1.15	$202,567.90	$1.55	$273,026.30
10	12" Stabilized Subgrade, County Spec 2300, over 1000sy	62629	SY	$0.75	$46,971.75	$1.63	$102,085.27	$1.75	$109,600.75
11	6" Graded aggregate Base "Min. LBR 100 at 100% Modified Proctor", County Spec 2400, over 1000sy	62629	SY	$10.00	$626,290.00	$14.40	$901,857.60	$15.40	$964,486.60
12	Construct 3 5/8" Speed Table, includes Street Print, White Temporary, and Thermoplastic Pavement Markings as per County Detail and MUTCD	10	EA	$4,150.60	$41,506.00	$5,025.00	$50,250.00	$4,300.00	$43,000.00
13	Remove Existing Speed Hump	10	EA	$148.17	$1,481.70	$315.85	$3,158.50	$300.00	$3,000.00
14	Adjust Existing Manhole Tops (Rings and Boxes To Be Provided By Contractor) includes concrete collar	71	EA	$300.00	$21,300.00	$385.65	$27,381.15	$380.00	$26,980.00
15	Centipede Sod, Staked, less than 1000sy	34656	SY	$1.40	$48,518.40	$2.70	$93,571.20	$2.70	$93,571.20
				Total	**$3,245,664.99**		**$3,239,647.39**		**$3,667,059.60**

Board of County Commissioners • Escambia County, Florida

Digitally signed by James Duncan Date: 2020.01.23 12:38:19 -06'00'

Joy Jones, P.E. Director,
County Engineering Public Works Department

Contract Number: PD 17-18.019 PO 0181376

Contract Title: 17-18 Resurfacing

Contractor: Midsouth Project Manager: Matt Waite/Ed Miller

Total Construction Cost $ 2,038,787.42 Contract Completion Date: 9/15/2019

County staff has inspected the construction for 17-18 Resurfacing and found the project to be complete in accordance with the terms and conditions of the contract documents.

The Two Year warranty for this project will run from 9-15-2019 to 9-15-2021.
Groveland Road and East Bound Hernandez warranty ends 9/15/2022

1	Performing Construction Work	
	a. Conformance with Construction Documents	Satisfactory Performance
	b. Quality of Work	Inferior Performance
	c. Finishing/Cleaning up	Inferior Performance
	d. Response to Changes and/or Modifications	Satisfactory Performance
2	Meeting Construction Schedule	Inferior Performance
3	Maintaining Safety Practices	Satisfactory Performance
4	Working with Sub-Contractors	
	a. Control	Satisfactory Performance
	b. Coordination	Satisfactory Performance
	c. Payments	Satisfactory Performance
5	Cooperation	
	a. With County	Satisfactory Performance
	b. With A&E	Not Applicable
	c. With the Public	Inferior Performance
6	Providing Close-out Documents	Inferior Performance

Recommended for future projects? No *If "no" or "conditional", please comment below.

Please see below and the attached for documentation and reasoning.

Name of Reviewing Official: Cooper Saunders Title: Program Manger

Signature of Reviewing Official: Cooper Saunders 2020.01.23 12:33:29 -06'00' Date: 1/22/2020

If you checked "Performed Notably Well", a comment is requested. If you checked "Inferior Performance", a comment is required. Include item number for referencing comments.

Evaluation Comments:

During the 17-18 Resurfacing contract there were several issues that arose; Scheduling, Workmanship, Documentation, Coordination with County staff, and damages to adjacent properties.

Scheduling: Midsouth was issued a NTP on 9/6/2018 with a duration of 320 days. This placed the substantial date as 7/23/2019. Midsouth did not begin work on the contract for 82 days. Midsouth fell behind on the SOW in regards to all three schedules that were submitted. On 8/9/2019 staff notified Midsouth that the remaining SOW that had not begun would be deducted from their contract and rebid. The deductive CO was processed.

Workmanship: Throughout the contract the overall workmanship of the paving was sub-par. Midsouth left roller marks, hand work marks, depressions, bumps and debris in final asphalt layers. With the numerous defects staff were noticing, a third party testing firm were contracted to perform verification tests on the asphalt placed. At this time in the contract there were sixteen roads where resurfacing had been performed. Of those sixteen Midsouth was required to rework all or at least portions of fifteen due to density failures. They were placed on hold till a corrective action plan could be established and approved by County staff. Once approved, Midsouth was allow to proceed with remaining work with the understanding that the quantity of paving and workmanship must remain at an acceptable level. It was agreed that Midsouth would incorporate the rework into the remaining SOW as they proceeded forward.

Documentation: Staff repeatedly had to ask for revised pay applications due to errors or missing documentation. There were times that multiple revised were required before an acceptable application was received. Requested schedules, reports and testing results were not received in a timely manner or were submitted in an unacceptable format. As of 1/22/2020 Midsouth has yet to request the retainage on the contract.

Coordination: Midsouth was repeatedly asked to coordinate work with the County inspector, provide a schedule and follow the provided schedule so that staff could oversee the work being performed. This coordination did not happen. It would last for a day or so every time it was requested and then revert back to no notifications. Midsouth was asked on multiple occasions to notify residents of upcoming work to be performed in their neighborhoods, but this did not happen either. There was an appearance that work began to get scheduled over weekends, holidays, etc. There were several instances where staff would return to work on Monday to have multiple complaints from the paving crews over the weekend with no notification of work to be performed.

Damages: Midsouth and their sub contracts inflicted frequent damages to adjacent properties throughout the paving areas. Dump trucks would utilize residents' yards to turn around, resulting in ruts and damages to lawns and landscaping. Midsouth would reportedly cast rocks and debris into residents yards, leave trash on the ground and even utilize residents' water faucets with no prior approval.

MIDSOUTH PAVING INC.
A CRH COMPANY

May 21, 2019

To: Mr. Cooper Saunders, Program Manager

Contract Number: 17-18.059
Project Description: 2017-2018 Escambia County Group Resurfacing

Mr. Saunders:

MidSouth Paving Inc. will accept a pay deduction of 15% for Line Item 7 (1.5" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface) for Groveland Road and the East bound lane of Hernandez Street plus extend the warranty for an additional one year.

The warranty period for the areas identified above shall be three (3) years after substantial completion and acceptance.

Sincerely,

Edward Miller
Project Manager

4375 McCoy Drive | Pensacola, FL 32503 | (850) 433-3001

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

Roads, Inc. of North West Florida

FORM D: Road/Drainage

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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	[Escambia County Technical Specifications /Effective Date February 01, 2015]	
Exhibit J/Supplemental Terms and Conditions (not applicable)		
Exhibit K/Federal Documents (not applicable)		
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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND Roads, Inc. of North West Florida FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Roads, Inc. of North West Florida, a corporation for profit, to perform all work ("Work") in connection with Project PD 19-20.033 19-20 Resurfacing Contact , 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 **Three Million two hundred forty-five thousand six hundred and sixty-four dollars and ninety-nine cents($ 3,245,664.99) herein "Contract Amount",** in accordance with the terms of this Agreement:

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 holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

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 **Three Hundred Thirty (330)** consecutive calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **Three Hundred Sixty (360)** consecutive 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 Three Hundred Sixty (360) consecutive 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, One Thousand Dollars **($**1,000.00) for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect

shall compile a “punch list” of any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Technical Specifications
Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)
Exhibit L: Sollicitation 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:

Central Office Complex
3363 W. Fairfield Drive
Pensacola Fl. 32505
Attention: Cooper Saunders

B. All correspondence with the Contractor will be addressed to the following:

Roads, Inc. of North West Florida
106 Stone Boulevard
Cantonment FL 32533
Attention: Cody Rawson, 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 _____ signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

County Administrator

Witness: _____

Date: _____

CONTRACTOR:
_____, a _____ Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: President

Date: _____

(Corporate Seal)

BCC Approved: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for

additional time or compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E.**

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit **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.

At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD

format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean, and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be

delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

9.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance

with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement. All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit C**, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the

address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States,

except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the

County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws, ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, during which period Contractor still fails to allow access, terminate the employment of

the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500-foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Benchmarks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor’s expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect

and consequential costs of County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference

with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT B
PERFORMANCE AND PAYMENT BOND

BOND NO. _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That

_____

_____

(Insert name, address, and phone number of contractor), as Principal, and

_____

_____

_____, (Insert full name, home office address and phone number of surety) as Surety, are held and firmly bound unto the Board of County Commissioners for Escambia County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, as Obligee in the sum of

_____

____ Dollars ($_____), for the payment whereof we bind ourselves, our heirs, executors, personal representatives, successors and assigns, jointly and severally, firmly by these present.

WHEREAS, Principal has entered into a contract dated as of the _____ day of_____, 20____, with Obligee for Contract No._____,_____

_____

_____

(Insert name of project, including legal description, street address of property and general description of improvement) in accordance with drawings and specifications, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and

2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract; and

3. Performs the guarantee of all work and materials furnished under the Contract applicable to the work and materials, then this bond is void; otherwise it remains in full force; and

4. Principal understands and agrees that this bond shall remain in full force and effect throughout the two (2) year warranty period after substantial completion of the work.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anywise affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of time, alterations or additions to the terms of the Contract or to work or to the specifications.

This instrument shall be construed in all respects as a common law bond.

In no event will the Surety be liable in the aggregate to Obligee for more than the penalty sum of this Performance Bond, regardless of the number of suits that may be filed by Obligee.

IN WITNESS WHEREOF, the above parties have executed this instrument this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these premises duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)

_____
_____ (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: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid

certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be

considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator
   Office of Purchasing
   P.O. Box 1591
   Pensacola, FL 32597-1591
   Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the

providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or

brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____ [Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F

CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

□ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____
Contractor

By: _____
Engineer

By: _____
Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:

Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ' Bid unit price for Bituminous Material.

Id ' Asphalt Price Index during the month in which the material is incorporated into the project.

Ib ' Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

Bid Tabulation Under Review									
Bid Tabulation	**Solicitation Number:** PD 19-20.033 **Solicitation Name:** 19-20 Road Resurfacing Project								
Bid Opening Time: 2: PM CDT **Bid Opening Date:** 3/19/2020 **Bid Opening Location:** Purchasing CR **Name of Bidder(s)**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Mid-South Paving Inc.		Y	Y	Y	Y	Y	Y	Y	$3,239,647.39
Panhandle Grading Paving		Y	Y	Y	Y	Y	Y	Y	$3,667,059.60
Roads Inc of NWF		Y	Y	Y	Y	Y	Y	Y	$3,245,664.99
Bids Opened By:	Lawrence Gordon			**Date:**	3/19/2020	**Status: Under Review**			
Bids Tabulated By:	Lawrence Gordon			**Date:**	3/19/2020				
Bids Witnessed By:	Cooper Saunders			**Date:**	3/19/2020	**CAR Date:**		**BCC Date:**	

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** N/A

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: 3/19/2020 **Form Completed By:** **LAG**

FY 2019-2020

District	Road Name	From	To
1	Falcon Dr	Oakcliff Rd	Las Brisas
1	Falcon Lane	Falcon Drive	North End
1	English Oak	Oakcliff Rd	Oakcliff Rd
1	Oakcliff Road	Patricia Dr	North End
1	Brisas Way	Oakcliff Rd	Northeast End
1	Cariba Ct	Brisas Way	East End
1	LAS BRISAS DRIVE	SOUTH END	BENT OAK RD
1	Las Brisas Court	Las Brisas Drive	Dead End
1	Pebble Creek Court	Pebble Creek Drive	Cul-de-sac
1	Pebble Creek Drive	Klondike Rd	Pebble Creek Road
1	Pebble Creek Place	Pebble Creek Drive	Cul-de-sac
1	Pebble Creek Road	Cul-de-sac	Cul-de-sac
1	Pebble Creek Terrace	Pebble Creek Drive	Cul-de-sac

District	Road Name	From	To
2	CLEAR LAKE DRIVE	CHANDELLE DRIVE	CUL-DE-SAC
2	CHANDELLE DRIVE	GULF BEACH HWY	CUL-DE-SAC
2	CHANDELLE LAKE DRIVE	CHANDELLE DRIVE	BONITA DRIVE

District	Road Name	From	To
3&5	DETROIT BLVD	BRIDGE	PVMT CHG @ PINE FOREST
3	RALEIGH CIR	DETROIT BLVD	DETROIT BLVD
3	CAIN AVENUE	VICKIE ST	CALVERT ST
3	HAWKINS STREET	FOWLER AVE	EAST END
3	HOYT STREET	OAKFIELD RD	FORSHALEE RD
3	FAIRCHILD STREET	1734'E/CHAPEL	CITY LIMITS
3	LILAC LANE	ATWOOD DRIVE	BLACKWELL LANE
3	NESTLE DRIVE	ASHLAND AVE	CUL-DE-SAC

District	Road Name	From	To
4	BLOODWORTH LANE	Davis Hwy	MARIE AVE
4	PLANTATION ROAD	BURGESS RD	WIDTH CHANGE

District	Road Name	From	To
5	SUNSHINE HILL RD	ATMORE HWY	MOLINO RD
5	OLD CHEMSTRAND RD	HWY 29	MONSANTO PLANT

Board of County Commissioners • Escambia County, Florida

Digitally signed by James Duncan
Date: 2020.01.23 12:38:19 -06'00'

Joy Jones, P.E. Director,
County Engineering Public Works Department

Contract Number: PD 17-18.019 PO 0181376

Contract Title: 17-18 Resurfacing

Contractor: Midsouth Project Manager: Matt Waite/Ed Miller

Total Construction Cost $ 2,038,787.42 Contract Completion Date: 9/15/2019

County staff has inspected the construction for 17-18 Resurfacing and found the project to be complete in accordance with the terms and conditions of the contract documents.

The Two Year warranty for this project will run from 9-15-2019 to 9-15-2021.
Groveland Road and East Bound Hernandez warranty ends 9/15/2022

1	Performing Construction Work	
	a. Conformance with Construction Documents	Satisfactory Performance
	b. Quality of Work	Inferior Performance
	c. Finishing/Cleaning up	Inferior Performance
	d. Response to Changes and/or Modifications	Satisfactory Performance
2	Meeting Construction Schedule	Inferior Performance
3	Maintaining Safety Practices	Satisfactory Performance
4	Working with Sub-Contractors	
	a. Control	Satisfactory Performance
	b. Coordination	Satisfactory Performance
	c. Payments	Satisfactory Performance
5	Cooperation	
	a. With County	Satisfactory Performance
	b. With A&E	Not Applicable
	c. With the Public	Inferior Performance
6	Providing Close-out Documents	Inferior Performance

Recommended for future projects? No *If "no" or "conditional", please comment below.

Please see below and the attached for documentation and reasoning.

Name of Reviewing Official: Cooper Saunders Title: Program Manger

Signature of Reviewing Official: Cooper Saunders 2020.01.23 12:33:29 -06'00' Date: 1/22/2020

If you checked “Performed Notably Well”, a comment is requested. If you checked “Inferior Performance”, a comment is required. Include item number for referencing comments.

Evaluation Comments:

During the 17-18 Resurfacing contract there were several issues that arose; Scheduling, Workmanship, Documentation, Coordination with County staff, and damages to adjacent properties.

Scheduling: Midsouth was issued a NTP on 9/6/2018 with a duration of 320 days. This placed the substantial date as 7/23/2019. Midsouth did not begin work on the contract for 82 days. Midsouth fell behind on the SOW in regards to all three schedules that were submitted. On 8/9/2019 staff notified Midsouth that the remaining SOW that had not begun would be deducted from their contract and rebid. The deductive CO was processed.

Workmanship: Throughout the contract the overall workmanship of the paving was sub-par. Midsouth left roller marks, hand work marks, depressions, bumps and debris in final asphalt layers. With the numerous defects staff were noticing, a third party testing firm were contracted to perform verification tests on the asphalt placed. At this time in the contract there were sixteen roads where resurfacing had been performed. Of those sixteen Midsouth was required to rework all or at least portions of fifteen due to density failures. They were placed on hold till a corrective action plan could be established and approved by County staff. Once approved, Midsouth was allow to proceed with remaining work with the understanding that the quantity of paving and workmanship must remain at an acceptable level. It was agreed that Midsouth would incorporate the rework into the remaining SOW as they proceeded forward.

Documentation: Staff repeatedly had to ask for revised pay applications due to errors or missing documentation. There were times that multiple revised were required before an acceptable application was received. Requested schedules, reports and testing results were not received in a timely manner or were submitted in an unacceptable format. As of 1/22/2020 Midsouth has yet to request the retainage on the contract.

Coordination: Midsouth was repeatedly asked to coordinate work with the County inspector, provide a schedule and follow the provided schedule so that staff could oversee the work being performed. This coordination did not happen. It would last for a day or so every time it was requested and then revert back to no notifications. Midsouth was asked on multiple occasions to notify residents of upcoming work to be performed in their neighborhoods, but this did not happen either. There was an appearance that work began to get scheduled over weekends, holidays, etc. There were several instances where staff would return to work on Monday to have multiple complaints from the paving crews over the weekend with no notification of work to be performed.

Damages: Midsouth and their sub contracts inflicted frequent damages to adjacent properties throughout the paving areas. Dump trucks would utilize residents' yards to turn around, resulting in ruts and damages to lawns and landscaping. Midsouth would reportedly cast rocks and debris into residents yards, leave trash on the ground and even utilize residents' water faucets with no prior approval.

MIDSOUTH PAVING INC.
A CRH COMPANY

May 21, 2019

To: Mr. Cooper Saunders, Program Manager

Contract Number: 17-18.059
Project Description: 2017-2018 Escambia County Group Resurfacing

Mr. Saunders:

MidSouth Paving Inc. will accept a pay deduction of 15% for Line Item 7 (1.5" County Spec 2500 Type SP 12.5 Asphalt Concrete Surface) for Groveland Road and the East bound lane of Hernandez Street plus extend the warranty for an additional one year.

The warranty period for the areas identified above shall be three (3) years after substantial completion and acceptance.

Sincerely,

Edward Miller
Project Manager

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17823 **County Administrator's Report 12. 47.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Floridian Ditch Restoration and Godwin Lane Regional Pond
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for PD 19-20.039, Floridian Ditch Restoration and Godwin Lane Pond - Joy Jones, P.E., Engineering Department Director and 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 Site and Utility, LLC, per the terms and conditions of PD 19-20.039, Godwin Lane Pond, in the amount of $ 587,806.

Request for Proposals for PD 19-20.039, Godwin Lane Pond was publicly noticed on March 16, 2020, to 86 unique firms, downloaded by 47 unique firms via Vendor Registry on April 15, 2020. Five firms submitted responses. All five firms were deemed responsive and compliant.

Funding Breakdown
Floridian Ditch Restoration and Godwin Lane Pond

Fund	Description	Cost Center	Object Code	Project Number	Amount
352	Local Option Sales Tax III	210107	56301	19EN0431	$507,903
353	Local Option Sales Tax IV	210106	56301	19EN0431	$ 79,903
				Total	$587,806

BACKGROUND:

This project involves drainage improvements along Godwin Lane and converting the existing borrow pit on the north side of Godwin Lane into a Regional Stormwater Pond. Improvements consist of approximately 2,422 linear feet of stormwater pipe on Godwin Lane with associated drainage structures along with the relocation of an Emerald Coast Utilities Authority (ECUA) force main.

The project will also reduce the stormwater flow behind the Sarasota Street homes in Floridian Subdivision.

Request for Proposals for PD 19-20.039, Godwin Lane Regional Pond was publicly noticed on March 16, 2020, to 86 unique firms, downloaded by 47 unique firms via Vendor Registry on April 15, 2020. Five firms submitted responses. All five firms were deemed responsive and compliant.

BUDGETARY IMPACT:

Funding Breakdown
Floridian Ditch Restoration and Godwin Lane Pond

Fund	Description	Cost Center	Object Code	Project Number	Amount
352	Local Option Sales Tax III	210107	56301	19EN0431	$507,903
353	Local Option Sales Tax IV	210106	56301	19EN0431	$ 79,903
				Total	$587,806

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract D, Paving & Drainage was used.

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 2 Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue Attorney Standard Form of Contract, Form D, Paving and Drainage. Engineering Department staff will be the Contract Administrator.

Attachments

Solicitation

Agreement with Exhibits
Bid Tab

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

Godwin Lane Regional Pond
Specification Number PD 19-20.039

BIDS WILL BE RECEIVED UNTIL: 2:00 P.M. CST, on April 15, 2020

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Pensacola, FL 32591

A Non -Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing , 213 South Palafox Place Room 11.407 at 9:00 a.m. CST on April 2, 2020. **All bidders are encouraged to attend.**

Board of County Commissioners
Steven Barry, Chairman
Robert Bender, Vice-Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Lawrence A. Gordon
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4987
Email: Lgordon@myescambia.com

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

(a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

(b) "Local Business" Defined:

For the purposes of this section, "local Business" shall mean a business which meets all of the following criteria:

(1) Has had a fixed office or distribution point located in and having a street address with Escambia County or Santa Rosa County for at least one year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address.

(2) Holds any business license required by Escambia County or Santa Rosa County; and

(3) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venture submitting an offer in conjunction with other businesses.

(c) **Certification:**

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

(d) **Preference in purchase of commodities and services by means of competitive bid:**

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five (5) percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five (5) percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four (4) percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

(e) **Notice:**

All bid solicitation documents shall include notice to vendors of the local preference policy.

(f) **Waiver of the application of local preference:**

The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.

(g) **Limitations:**

(1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

(2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.

(3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

(4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

(h) **Penalties:**

(1) Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the county will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

(2) Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

(3) Lack of Good Faith:

The contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the contractor or firm did not act in good faith, all amounts paid to the contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference "for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
Godwin Lane Regional Pond
SPECIFICATION PD 19-20.039

HOW TO SUBMIT YOUR BID:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the office of purchasing on or before date and hour specified for receipt. Late bids will be returned unopened.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- Solicitation, Offer, and Bid Form, with Original Signature. Photocopies of this form will not be accepted.
- Excel Spreadsheet Bid Tabulation Form
- Bid Surety (Bond, Check, Etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID:

- Letter from Insurance Carrier as Specified in the "Insurance Requirements."
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification
- Certificate of Authority to Do Business from The State of Florida
- Occupational License
- Florida Department of Business and Professional Regulation – License(S), Certification(S) and/or Registration(S)

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- Placed your bid with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID

If you do not wish to bid at this time, please remove the bidder Solicitation, Offer and Bid Form from the bid solicitation package and enter No Bid in the **"Reason for No Bid"** block, your company's name, address, signature, and return the bidder Solicitation, Offer and Bid Form in a sealed envelope. This will ensure your company's active status in our bidder's list.

This form is for your convenience to assist in filling out your bid only.

DO NOT RETURN THIS FORM WITH YOUR BID.

Godwin Lane Regional Pond
PD 19-20.039

TABLE OF CONTENTS
Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (Double Asterisk) should be returned with Offer.**

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Exhibits Placed In Vendor Registry :

Exhibit A: Project Specifications

Exhibit B: Bid Set Plans

Exhibit C: Bid Form

Exhibit D: Scope of Work

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

SUBMIT OFFERS TO:
Lawrence A. Gordon
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Pensacola, FL 32591-1591
Phone No: (850)595-4987

Escambia County Florida
Invitation to Bid

Godwin Lane Regional Pond
Solicitation Number: PD 19-20.039

SOLICITATION

MAILING DATE: 3/16/ 2020
Non-Mandatory PRE-SOLICITATION CONFERENCE: 4/2/2020 at 9:00 a.m. at the COC(3363 W. Fairfield Drive, Pensacola Fl. 32505) Conference Room 115. **All bidders are encouraged to attend.**
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m. CST, 4/15/2020 and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE_____DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME:_____
ADDRESS:_____
CITY, ST. & ZIP:_____
PHONE NO.: (_____)_____
TOLL FREE NO.: (_____)_____
FAX NO.: (_____)_____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

*****Failure to execute this Form binding the bidder's offer shall result in this bid/proposal being rejected as non-responsive.***

Bid Form is below. Please fill this out completely

Item Number	Item	Estimated Quantity	Unit	Unit Price	Line Item Total
1	Mobilization	1	LS		
2	Maintenance of Traffic	1	LS		
3	Clearing and Grubbing	500	SY		
4	Demolition	1	LS		
5	Replace Standard Mailbox	1	EA		
6	Earthwork - Fill	1,250	CY		
7	Regrade Ditch	1	LS		
8	Regrade Regional Pond Slopes	1	LS		
9	Cut & Patch Roadway	2,065	SY		
10	6" Concrete Driveways	143	SY		
11	Speed Humps	3	EA		
12	Re-establish Pavement Markings	1	LS		
13	Remove & Replace Traffic Signs	3	EA		
14	Cut & Patch 1' Ribbon Curb	90	LF		
15	FDOT Type-D Drop Inlet	1	EA		
16	FDOT Type-C Drop Inlet	5	EA		
17	4'x4' Concrete Structure Bottom	4	EA		
18	5'x5' Concrete Structure Bottom	2	EA		
19	42" MES	1	EA		
20	24" RCP	8	LF		
21	30" RCP	540	LF		
22	36" RCP	1,302	LF		
23	42" RCP	112	LF		
24	Weir within Smart Box Structure #11	1	LS		
25	Connect to Existing Storm Structure/Pipe	3	EA		
26	Riprap	290	SY		
27	3" PVC Sewer FM with Fittings	587	LF		
28	12" Steel Casing	45	LF		
29	Centipede Sod	6,000	SY		
30	Silt Fence	5,000	LF		
31	Haybales	250	EA		
32	Remove & Replace Wire Fence	30	LF		
				TOTAL =	

-2 MOT to include but not limited to: plan preparation, signage, flagmen, variable message signs, barricades barricades, lights, etc. Detours to be provided bypassing Godwin Lane. All roads and driveways are to remain remain accessible at all times.

-4 Demolition to include but not limited to the removal of existing driveways, stormwater pipes, inlets, MES, riprap, utilities, etc.

-9 The long lateral patch along Godwin Lane is to be cut and patched as needed. Contractor is to minimize cutting and patching of the roadway as much as possible.

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS
Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number_____

Occupational License No._____

Florida DBPR Contractor's License, Certification and/or Registration No._____

Type of Contractor's License, Certification and/or Registration_____

Expiration Date:_____

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox___

County Permits/Fees required for this project:
_____
_____
_____
_____

Bidder:_____

By:_____

Title:_____

Address:_____

_____

Person to contact concerning this bid:

_____

Phone_____

Fax_____

E-Mail Address:_____

Person to contact for emergency service:

_____

Phone_____

Cell_____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **5%** of bid. The work shall be substantially completed within **One Hundred & Fifty (150) Calendar Days** from the Commencement Date. The Bidder agrees to fully complete all work included above within One Hundred **Eighty (180) Consecutive Calendar Days** from the date of Notice to Proceed. **Liquidated damages of $1000.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:
_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

   c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise

transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ _____
Vice President: _____
Director: _____ _____
Other: _____
Treasurer: _____
Secretary:

Name of Corporation (As used in Florida):
_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____

E-mail: _____

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4806.

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 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: https://myescambia.com/our-services/purchasing
Click on **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
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 19-20.039, " Godwin Lane Regional Pond ", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air bill 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 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.

"Scope of Work" Summary (Godwin Lane Regional Pond)

This project involves drainage improvements along Godwin Lane and converting the existing borrow pit on the North side of Godwin Lane into a Regional Stormwater Pond. Improvements consist of approximately 2,422 linear feet of stormwater pipe with associated drainage structures along with the relocation of an ECUA force main.
The project will be partially constructed by a private developer that is currently constructing the Embers Ridge Subdivision on the south side of Godwin Lane. The proposed drainage system and ECUA force main will tie into the Embers Ridge Subdivision portion that is labeled "BY OTHERS" on the plans. In the event the improvements are not completed by the Embers Ridge Subdivision project, the "BY OTHERS" items have been included in the bid tab as Additive Alternative Bid Items to be constructed by the contractor.
The project is required to be installed from west to east to ensure uninterrupted gas and sewer service to neighboring residents and to reduce conflicts with active utility lines.
This project shall be substantially complete within **150 calendar days** from the issuance of a Notice to Proceed. The bidder agrees to complete all work within **30 consecutive days** from the date of substantial completion for a total project time of **180 days. Liquidated damages of $1,000.00 each day will be assessed for each day that completion of the project is delayed.**

Related Documents:

All Construction shall comply with:

- The Escambia County Technical Specifications, latest edition, and all interim standards that apply to these additions.
- The latest version of the Florida Department of Transportation Design Standards and Specifications.
- All sanitary sewer work shall be done in accordance with the latest edition of ECUA's Engineering Manual.

Licenses/Certifications:

- General Contractors License
- Underground Utilities License
- Work Zone Safety Traffic Supervisor Certifications
- Certified Stormwater Management Inspector

Contract Time & Liquidated Damages:

The Work shall be substantially completed within **One Hundred Fifty (150) Calendar Days** from the Commencement Date. The Bidder agrees to fully complete all work included within **Thirty (30) Consecutive Calendar Days** from the date of Substantial Completion. **Liquidated damages of $1000.00 each day will be assessed for each day that completion of the project is delayed.**

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and bid form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

Performance and Payment Bonds

The County **shall** require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. **Questions**

Questions may be directed to Lawrence A. Gordon, Purchasing Specialist, E-mail: Lagordon@myescambia.com. Last day for questions will be 4/6/2020 at 5:00 P.M., CDT.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form and Excel Spreadsheet, 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.

6. **Pre-Solicitation Conference**

A Pre-Solicitation Conference will be held at the COC (3363 W. Fairfield Drive, Pensacola Fl. 32505) on 4/2/2020 at 9:00 A.M. CST.

7. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **$1000.00** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

8. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

9. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

10. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

11. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of two (2) years 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.

12. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

13. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

14. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

15. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

16. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

17. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

18. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

19. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Insurance Requirements

21. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by

subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage

resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, 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.

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 and business auto 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: Lawrence Gordon , Purchasing Specialist
   Office of Purchasing
   Pensacola, FL 32591-1591

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the

county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at https://www.myescambia.com/our-services/purchasing, must have ADOBE Reader, on the left side, click Uniform Contract Format, scroll down to Forms, then click Form D – Paving and Drainage Projects to access the Standard Construction Contract Documents).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B. Four (4) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in **150** calendar days
Fully Complete and ready for Final Inspection in **180** calendar days
*B. Liquidated Damages at **$1000.00** for each calendar day
Section 6
Section 7 *A. Public Works/Engineering
3363 West Park Place
Pensacola, FL 32505
Attn: John Rosenau / Project Manager
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits **(Revised as indicated by asterisk)**

A. General Terms and Conditions
*4.4 **Four (4)** copies of each Application for Payment
*21.1 **Two (2)** year(s) after final completion
B Form of Performance and Payment Bond
C Insurance and Safety Requirements

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

SITE AND UTILITY ,LLC

FORM D: Road/Drainage

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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Exhibit F/Construction Change Order 45

Exhibit G/Payment Adjustment – Bituminous Materials

Exhibit H/Working Drawings / Plans prepared by Engineer and Identified as Follows

Description: Bid Set

Date: February 2020

Exhibit I/Technical Specifications

Description: Escambia County Technical Specifications

Effective Date: February 01, 2015

Exhibit J/Supplemental Terms and Conditions (In attached ITB dated 2/26/20)

Exhibit K/Federal Documents (Non- Applicable)

Exhibit L/Solicitation Documents Index (In attached ITB dated 2/26/20)

Exhibit M/PD 19-20.039 Godwin Lane Bid Package -Site and Utility

Exhibit N/PD 19-20.039 Godwin Lane Regional Pond ITB 2 26 20

AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND SITE AND UTILITY ,LLC FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with **SITE and UTILITY,LLC**, a Limited Liability Corporation for profit, to perform all work ("Work") in connection with PD 19-20.039 (Godwin Lane Regional Pond), 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.

CONTRACT AMOUNT = $ 587,806.00 (per April 15, 2020 submittal)

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 holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

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 FIFITY(150)** calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within **THIRTY (30)** calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling **ONE HUNDRED EIGHTY(180)** calendar days (herein "Contract Time"). No work under this contract shall commence until certificates of insurance have been received and acknowledged by the Purchasing Manager.

B. County and Contractor recognize that, since time is of the essence for this Agreement, the County will suffer financial loss if the Work is not substantially completed within the time specified. Should Contractor fail to substantially complete the Work within the time period noted above, County shall be entitled to assess, as liquidated damages, but not as a penalty, **$ 1,000.00** for each calendar day thereafter until substantial completion is achieved. The Project shall be deemed to be substantially completed by the County on the date that the County's Architect certifies in writing that the construction of the project, or specified part thereof, is sufficiently completed in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it is intended. Along with such certification, the Architect shall compile a "punch list" of

any remaining exceptions that do not adversely affect the use of the Project. Completion of these items will be required prior to final payment.

C. Contractor hereby expressly waives and relinquishes any right which it may have to seek to characterize the above noted liquidated damages as a penalty, which the parties agree represents a fair and reasonable estimate of the County's actual damages at the time of contracting if Contractor fails to substantially complete the Work in accordance with the progress schedule.

D. When any period of time is referenced to by days herein, it shall be computed to exclude the first day and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation, and the last day shall become the next succeeding day which is not a Saturday, Sunday or legal holiday.

SECTION 6. EXHIBITS INCORPORATED

The following documents are expressly agreed to be incorporated by reference and made a part of this Agreement.

Exhibit A: General Terms and Conditions
Exhibit B: Form of Performance and Payment Bonds
Exhibit C: Insurance and Safety Requirements
Exhibit D: Form of Release and Affidavit
Exhibit E: Form of Contractor Application for Payment
Exhibit F: Form of Change Order
Exhibit G: Payment Adjustment - Bituminous Material
Exhibit H: Technical Specifications
Exhibit I: Plans & Standard Details prepared by or for County and Identified as follows:

TITLE SHEET NO. DATE

Exhibit K: Federal Documents (if applicable)
Exhibit L: Sollicitation 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:

ENGINEERING / PUBLIC WORKS
3363 WEST PARK PALCE
PENSACOLA FLORIDA 32505
Attention: JOHN ROSENAU / ENGINEERING PROJECT MANAGER

B. All correspondence with the Contractor will be addressed to the following:

SITE UTILITY , LLC
403 CAROLINA DRIVE
PENSACOLA, FLORIDA 32534
ATTENTION: BOBBY GODFREY / VICE-PRESIDENT

C. Either party may change its above noted address by giving written notice to the other party in accordance with the requirements of this Section.

SECTION 8. MODIFICATION

No modification or change to the Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

SECTION 9. SUCCESSORS AND ASSIGNS

Subject to other provisions hereof, the Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the parties to the Agreement.

SECTION 10. GOVERNING LAW

The Agreement shall be interpreted under and its performance governed by the laws of the State of Florida and the parties agree that venue shall be in Escambia County, Florida for any matter which is the subject of this Contract.

SECTION 11. NO WAIVER

The failure of the County to enforce at any time or for any period of time any one or more of the provisions of the Agreement shall not be construed to be and shall not be a waiver of any such provision or provisions or of its right thereafter to enforce each and every such provision.

SECTION 12. ENTIRE AGREEMENT

Each of the parties hereto agrees and represents that the Agreement comprises the full and entire agreement between the parties affecting the Work contemplated, and no other agreement or understanding of any nature concerning the same has been entered into or will be recognized, and that all negotiations, acts, work performed, or payments made prior to the execution hereof shall be deemed merged in, integrated and superseded by the Agreement.

SECTION 13. SEVERABILITY

Should any provision of the Agreement be determined by a court to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

SECTION 14. PUBLIC RECORDS.

The Contractor acknowledges that this Agreement and any related financial records, audits, reports, plans correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. Contractor shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. Contractor shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Contractor agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Contractor fails to abide by the provisions of Chapter 119, Florida Statutes, the County

may, without prejudice to any other right or remedy and after giving the Contractor and surety, if any, seven days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract. In such case, the Contractor shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontractor work).

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: the parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement, and _____ signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____

By: _____

County Administrator

Witness: _____

Date: _____

CONTRACTOR:
_____, a _____ Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary

By: _____

By: _____
Secretary

Its: President

Date: _____

(Corporate Seal)

BCC Approved: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E.**

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit _____ (__) copies of its applications for Payment to the County on or about the 25th day of each month for work performed during that month. Contractor shall submit no more than one application for payment each month. Within ten (10) calendar days after receipt of each Application for Payment, the County shall either: (1) indicate approval of the requested payment; (2) indicate approval of only a portion of the requested payment, stating in writing the reasons therefore; or (3) return the Application for Payment to the Contractor indicating, in writing, the reason for refusing to approve payment. In the event of a total or partial denial of the Application for Payment, the Contractor may make the necessary corrections and resubmit the Application for Payment for reconsideration within ten (10) calendar days of receiving notice of refusal.

If re-submittal of the Application for Payment is refused, in whole or in part, the Contractor may submit a written request to the County Administrator for an administrative decision within two (2) business days of receiving notice of refusal. Upon receiving a timely request, an administrative decision shall be rendered within ten (10) calendar days with written notification provided to the Contractor.

If the administrative decision is disputed, the Contractor may submit a written request to the County Administrator for an administrative hearing before the Dispute Resolution Committee (DRC) within two (2) business days of receiving said decision. A hearing shall be scheduled within ten (10) business days from the date the request is received, and the Contractor will receive written notice of the hearing date. The DRC may, within its discretion, render a final decision at the hearing or may elect to mail a written decision within a period not to exceed ten (10) calendar days from the hearing date. The DRC's written decision shall be considered administratively final.

The County shall, within twenty (20) business days after County approval of an Application for Payment, pay the Contractor the amounts so approved. Provided, however, in no event shall the County be obligated to pay an amount greater than that portion of the Application for Payment approved by the County.

4.5 County shall retain ten percent (10%) of the gross amount of each monthly payment request or ten percent (10%) of the portion thereof approved by the County for payment whichever is less. The retained sum shall be accumulated and not released to Contractor until final payment is due. Any interim interest on such sums shall accrue to County.

At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions

which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as

coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

9.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written

Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of

the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit C**, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be

under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws,

ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____

(Project Name and Address)

_____

(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor’s expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of

County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference

with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT 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:

_____
Witnesses as to Principal

PRINCIPAL:

_____
By:_____
Name:_____
Its:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name:_____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____
_____
_____ _____
Witness (Business Address)

_____
_____ (Authorized Signature)
Witness
_____
(Printed Name)
OR

_____ _____
As Attorney In Fact (Attach Power)
_____
_____ _____
_____
Witnesses (Business Address)

_____
(Printed Name)

_____
(Telephone Number)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____
(Signature)
Name:_____
(Legibly Printed)
(AFFIX OFFICIAL SEAL) Notary Public, State of _____
Serial No., If Any: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____

(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid

certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be

considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
Escambia County
Attention: Paul R. Nobles, CPPO, CPPB, Purchasing Coordinator
Office of Purchasing
P.O. Box 1591
Pensacola, FL 32597-1591
Fax (850) 595-4805
5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

MINIMUM PROJECT SAFETY REQUIREMENTS

The following safety requirements represent the minimum condition, which shall be met by all Contractors and subcontractors performing work for Escambia County: Reported or observed violations of Federal and State laws and regulations, or County ordinances shall be brought to the attention of the County project manager and County's Department of Safety and Risk Services and shall be immediately corrected by the Contractor. Additionally, the County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that any such stoppage will not shift responsibility for any damages from the Contractor to the County. Failure to comply with required safety procedures shall result in the suspension of the Work of the Contractor until such time as his operations are brought into compliance. Items which are not corrected or that are disputed by the Contractor may be referred by the County's Department of Safety and Risk Services for inspection or interpretation. The Contractor shall take reasonable precautions for work place safety and shall provide reasonable protection to prevent damage, injury, or loss to employees on the work site and to other persons who may be affected by the Work.

(1) Prior to the commencement of the project, the Contractor and all subcontractors shall provide to the County a written copy of their respective safety and health plans for review as part of the pre-submittal bid package.

(2) The Contractor shall establish and maintain an access control system at the work site, including a daily sign-in log, for all visitors, including County and regulatory personnel. Prior to commencement of construction, the project manager may designate specific individuals for routine access so that their duties are not impeded. All visitors that are not pre-approved for admittance shall be escorted through the project by either a Contractor representative or by the project manager or designee.

(3) The Contractor shall provide all necessary safety equipment for County staff, employees, and visitors to enter the work site. This equipment may include hard hats, hearing protection, safety glasses, or any other safety items deemed necessary by the Contractor or required by State or Federal safety regulations.

(4) Construction vehicles on the work site shall always be operated in a safe manner. The Contractor shall take appropriate action to ensure the safety of County staff, visitors, and the general public while operating work vehicles at a "controlled" construction site. Where conditions warrant, or at the request of the County, temporary barriers shall also be established for these traffic areas.

(5) The Contractor shall prominently mark the work site and ensure its security. Site security shall include appropriate fencing, barricades, warning tape, covered walkways and warning signs. In no instance shall a work site be accessible, without obvious warning, to County staff, visitors, or the general public. At a minimum, the project site shall be posted with the appropriate trespass warning signs as specified in Section 810.09(2)(d), Florida Statutes: THIS AREA IS A DESIGNATED CONSTRUCTION SITE; ANYONE TRESPASSING ON THIS PROPERTY SHALL, UPON CONVICTION, BE GUILTY OF A FELONY; "A DANGER, CONSTRUCTION SITE. AUTHORIZED PERSONNEL ONLY," and other general safety warning signs, i.e., "HARD HAT AREA," as are deemed necessary by the Contractor and project manager.

(6) In the event barricading of a work site is not feasible, alternative measures may be used upon prior approval by the County safety Office. Alternative measures may include, but are not limited to, working during "off 'hours such as nights, weekends, or holidays, or the

providing of temporary accommodations for building occupants (to be prearranged, if necessary, at the discretion of the County).

(7) The Contractor shall ensure compliance with all fire safety codes at the work site, especially as to egress, during the construction phase of an occupied facility. In no instance, (except where impractical and with the prior approval of the County's Department of Safety and Risk Services and the appropriate life safety code inspector), shall the life safety code components of an occupied facility be reduced or otherwise compromised.

A set of these construction plans, with a signature of approval by the appropriate life safety code inspector, shall be kept at each construction site and available for routine inspection. The Contractor shall communicate with each subcontractor and County's Department of Safety and Risk Services as to scheduling of events that may pose hazards or inconveniences to building occupants. The Contractor shall also ensure that appropriate scheduling information is also conveyed to the project manager.

- When a project alters a building's fire protection compartment features, such as fire barriers, smoke barriers, or corridor walls, exits must provide free and unobstructed egress. Employees shall receive notice if any alternative exits have been designated. Buildings or areas under construction must maintain escape egress for construction workers at all times. These means of egress shall be inspected daily by the Contractor.

- When a project affects fire alarms, fire detection, or fire suppression systems, of a building that is occupied, the Contractor must ensure that such systems are not functionally impaired. Any temporary systems, which are installed, must be inspected and tested monthly by the Contractor. Employees must be notified when such temporary systems are in place.

- When any sources of ignition are present, such as welding torches, smoking by all persons shall be prohibited on any construction site and in any County facility.

(8) Noise, dust, and the use of chemical products may create inside health hazards at the work site to building occupants requiring that the Contractor to adhere to the following guidelines at a minimum:

(a) The Contractor shall initiate construction and engineering safety controls to minimize exposure of dusts, noise, and chemical odors to building occupants. These controls may involve the construction or use of temporary walls, plastic barriers, mechanical ventilation, elimination of make-up air returns from work areas, pressurizing occupied areas, or a combination of several methods. The Contractor shall coordinate all such engineering efforts with the project manager, and these control measures shall require prior approval by the County's Department of Safety and Risk Services. In cases where these efforts may not be feasible, alternative work schedules on evenings and weekends may be instituted as a part of this process.

(b) Material Safety Data Sheets (MSDS) shall be provided to the County's Department of Safety and Risk Services for all hazardous substances used on the project or

brought on the job site. These products include, but are not limited to, paints, solvents, roofing compounds, and cleaning compounds.

(c) Appropriate precautions shall be taken to prevent occupant exposure to hazardous respirable dusts, contaminants, and fumes from welding, cutting, or drilling of concrete and masonry, or the operation of internal combustion engines. The Contractor shall also determine whether respirable crystalline silica, which is a potential carcinogen contained in many building products, is present at the work site. Control of dusts from these types of products and operations shall be an essential safety requirement for the Contractor.

(d) The Contractor should be aware of other buildings adjacent to his work areas and shall be prepared to take necessary actions to prevent the spread of dusts and fumes to those facilities.

(9) The Contractor shall ensure that all emergency notifications, including those for fires and medical needs, shall be promptly made by dialing County 911 dispatchers. The Caller should state the exact location of the work site emergency, the nature of the emergency, and specifically indicate if medical or fire services are needed.

(10) The Contractor agrees and understands that all County construction/renovation sites shall be subject to periodic inspection by life safety code inspectors, Florida Department of Labor and Employment Security, Division of Safety, Occupational Safety and Health Administration, Florida Department of Environmental Protection, Environmental Protection Agency, and other Federal, State, or County regulatory agencies.

(11) The Contractor shall provide adequate refuse containers for the disposal of construction debris. Refuse shall not be allowed to accumulate on the project site grounds, and the Contractor shall ensure that these containers are subsequently emptied on a regular basis.

(12) Water runoff and soil erosion from the project site shall be controlled by the Contractor pursuant to the regulations of the Florida Department of Environmental Protection.

(13) Water-based paint and stain products shall be used by the Contractor in the place of solvent-based products where the application so permits. Use of organic solvent-based products shall be used only where absolutely necessary and with the prior approval of the project manager. Lead-containing paints shall not be normally used or specified for any application. If the use of lead-containing paint is essential for a specific application, prior written approval from the County's Department of Safety and Risk Services shall be obtained before their use.

(14) The use of any products containing toxic metals, especially those regulated by Resource Conservation and Recovery Act (RCRA), (i.e. lead, chromium, barium, silver, arsenic, cadmium, mercury, selenium), on the work site shall be avoided. Prior written approval for use of these metals shall be obtained by the Contractor from the County's Department of Safety and Risk Services.

(15) The use of any radioactive materials by the Contractor on project sites shall require pre-approval. Copies of appropriate certifications, licenses, testing, and inspection records shall be provided by the Contractor to the project manager and County's Department of Safety and Risk Services for review.

(16) The County contracts out the identification and abatement of asbestos containing building materials. Asbestos abatement can only be performed by state licensed asbestos abatement contractors. General contractors, therefore, shall not be authorized to remove or disturb any asbestos containing materials. Although efforts are made to identify or remove such asbestos containing materials prior to renovations, the possibility exists that asbestos materials may be encountered at a work site. If so, Contractors who encounter such materials shall immediately stop work and notify the project manager and the County's Department of Safety and Risk Services.

(17) The above-cited guidelines represent minimum expectations and actions, which shall be taken by Contractors while under contract for County construction and renovation projects. These guidelines are not all inclusive and will be revised as necessary. In the event these guidelines conflict with other contract documents, the most stringent application shall apply. Any questions or disputes should be brought to the immediate attention of the project manager and County's Department of Safety and Risk Services.

EXHIBIT D
RELEASE AND AFFIDAVIT

COUNTY OF ESCAMBIA
STATE OF FLORIDA

Before me, the undersigned authority, personally appeared _____, who after being duly sworn, deposes and says:

(1) In accordance with the Contract Documents and in consideration of $_____ paid, _____ ("Contractor") releases and waives for itself and its subcontractors, material men, successors and assigns, all claims demands, costs and expenses, whether in contract or in tort, against the Board of County Commissioners of Escambia County, Florida, ("County") relating in any way to the performance of the Agreement between Contractor and County dated _____, 20____, for the period from _____ to _____.

(2) Contractor certifies for itself and its subcontractors, material men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which County might be sued or for which a lien or a demand against any payment bond might be filed, have been fully satisfied and paid.

(3) Contractor agrees to indemnify, defend and save harmless County from all demands or suits, actions, claims of liens or other charges filed or asserted against the County arising out of the performance by Contractor of the Work covered by this Release and Affidavit.

(4) This Release and Affidavit is given in connection with Contractor's (monthly/final) Application for Payment No. _____.

CONTRACTOR:

_____

By: _____

Its: _____ President

Date: _____

Witnesses

_____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20___, by _____, as _____ of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____
(Signature)
Name: _____
(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____
Serial No., If Any: _____

EXHIBIT E
FORM OF CONTRACT APPLICATION FOR PAYMENT

- AIA DOCUMENT #G702, 1992 EDITION
- AIA DOCUMENT #G703, 1992 EDITION

EXHIBIT F

CONSTRUCTION CHANGE ORDER

Change Order Number _____ Contract Number PD _____
Date: _____ Dated _____ _____

To: _____
_____
_____
_____

Project Name: _____
You hereby are authorized and directed to make the following changes in accordance with terms and conditions of the Agreement:
Describe changes here;

	Dollars	Time in Calendar Days
Original Contract Amount	**$**_____	_____
Sum of Previous Changes	**$**_____	_____
This Change Order	**$**_____	_____

Adjusted Agreement Amount	**$**_____	_____

The contract substantial completion date will be **increased/decreased** by ___ calendar days due to this Change Order. The new contract substantial completion date is _____. Your acceptance of this Change Order shall constitute a modification to our Agreement and will be performed subject to all the same terms and conditions in our Agreement indicated above, as fully as if the same were repeated in this acceptance.

The adjustment, if any, to this Agreement shall constitute a full and final settlement of any and all claims arising out of or related to the change set forth herein, including claims for impact and delay cost.

The Contract Administrator has directed the Contractor to increase the penal sum of the existing Performance and Payment Bonds or to obtain additional bonds on the basis of a $25,000.00 or greater value Change Order.

□ Check if applicable and provide written confirmation from the bonding company/agent (attorney-in-fact) that the amount of the Performance and Payment bonds have been adjusted to 100% of the new contract amount.

Accepted: _____, 20___

By: _____

Contractor

By: _____

Engineer

By: _____

Owner

EXHIBIT G
PAYMENT ADJUSTMENT - BITUMINOUS MATERIALS.

1. The bid unit price for Bituminous Material will be adjusted to reflect changes, both increases and decreases, in the Asphalt Index price of bituminous material from that in effect during the month in which bids were received for this contract. The Contractor will not be given the option to reject this cost adjustment of Bituminous Materials. This adjustment will be made in accordance with the following criteria:

1.1. Price adjustments will apply only to the price of bituminous material F. O. B. manufacturer's asphalt terminal and will not reflect variations in the cost of transportation from the terminal to the job site.

1.2. Price adjustments will be made for all bituminous material incorporated into asphalt pavement whether paid for under a separate bid item or under other items, which include the cost of bituminous material.

1.3. Price adjustments will not be made until the semi-final or final payment is made on the contract. The bid unit price for bituminous material will be used in preparing monthly progress payments.

1.4. No price adjustment reflecting any further increases in the cost of bituminous material will be made for any month after expiration of the allowable contract time, including any extensions that may be granted.

1.5. The adjusted unit price shall be calculated for the month during which the material was incorporated into the project in accordance with the following formula:

Pa ' PbX(Id-Ib) where:

Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ' Bid unit price for Bituminous Material.

Id ' Asphalt Price Index during the month in which the material is incorporated into the project.

Ib ' Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

Exhibit H Godwin Lane Regional Pond - Bid Set

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA
PUBLIC WORKS DEPARTMENT
ENGINEERING / INFRASTRUCTURE DIVISION

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
1	KEY SHEET
2	GENERAL NOTES
3	PROJECT LAYOUT
4	SUMMARY OF PAY ITEMS
5	GODWIN LANE - EXISTING CONDITIONS / DEMOLITION PLAN
6	GODWIN LANE - EXISTING CONDITIONS / DEMOLITION PLAN
7	GODWIN LANE - EXISTING CONDITIONS / DEMOLITION PLAN
8	GODWIN LANE - EXISTING CONDITIONS / DEMOLITION PLAN
9	REGIONAL POND - EXISTING CONDITIONS / DEMOLITION PLAN
10	REGIONAL POND - EXISTING CONDITIONS / DEMOLITION PLAN
11	GODWIN LANE - PLAN / PROFILE
12	GODWIN LANE - PLAN / PROFILE
13	GODWIN LANE - PLAN / PROFILE
14	GODWIN LANE - PLAN / PROFILE
15	GODWIN LANE - PLAN / PROFILE
16	GODWIN LANE - PLAN / PROFILE
17	REGIONAL POND - PLAN / PROFILE
18	SPRINGFIELD SEWER
19	REGIONAL POND - CROSS-SECTIONS
20	DETAILS
21	DETAILS
22	DETAILS
23	DETAILS
24	MOT
25	MOT

PROJECT MANAGER: JOHN ROSENAU

THESE PLANS HAVE BEEN PREPARED IN ACCORDANCE WITH THE LATEST ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

ANY REFERENCE TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, DIVISION 1, GENERAL REQUIREMENTS AND COVENANTS, SHALL BE EXCLUDED AND NOT APPLICAPABLE TO ANY SPECIFICATION REFERED HEREIN OR OTHERWISE LISTED IN THESE PLANS OR RELATED DOCUMENTS OR THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.

NUMBER	REVISIONS	DATE	APPROVED BY
1	30% COUNTY COMMENT REVISIONS	6/10/19	
2	NWFWMD ERP COMMENT REVISIONS	7/19/19	
3	FORCEMAIN & GAS MAIN RELOCATES	9/16/19	
4	REVISED PIPE SIZES	2/5/20	

PLANS PROPOSED FOR

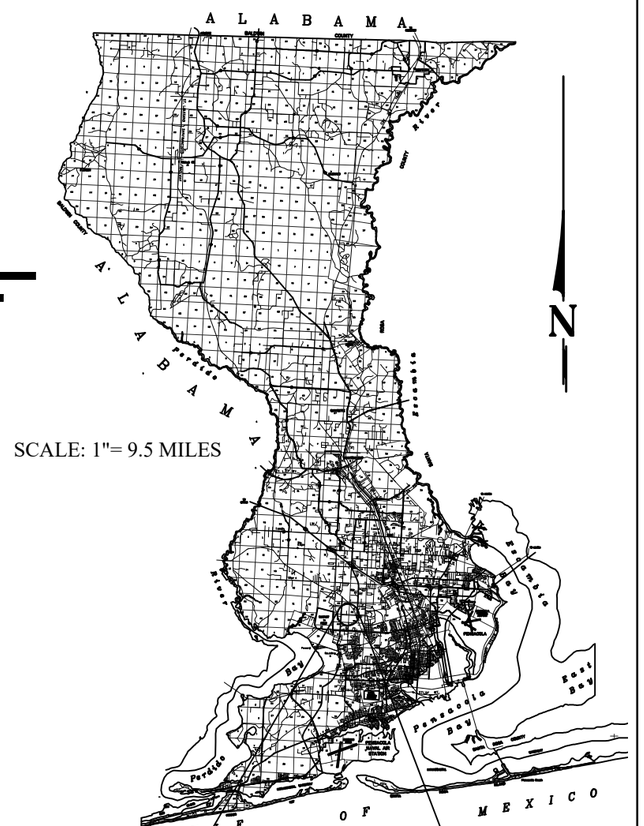
GODWIN LANE
REGIONAL POND

DAVID W. FITZPATRICK, P.E., P.A.
FBPE CERTIFICATE OF AUTHORIZATION NO. 00008423
10250 N. PALAFOX STREET
PENSACOLA, FL 32534
(850) 476-8677
FAX: (850) 476-7708

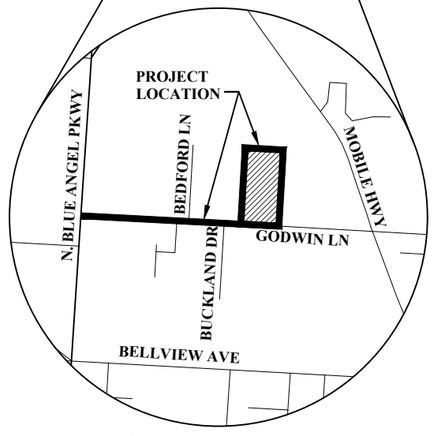
BID SET
100% PLANS
FEBRUARY 2020

COMMISSIONERS

DISTRICT ONE	**JEFF BERGOSH**
DISTRICT TWO	**DOUG UNDERHILL**
DISTRICT THREE	**LUMON MAY**
DISTRICT FOUR	**ROBERT BENDER (VICE CHAIRMAN)**
DISTRICT FIVE	**STEVEN BARRY (CHAIRMAN)**



SCALE: 1"= 9.5 MILES



SCALE: 1"= 0.22 MILES

PROJECT MANAGER: JOHN ROSENAU	
SECTION / TOWNSHIP / RANGE: 38 / 1S / 31W	**DISTRICT:** 1
PROJECT ENGINEER: DAVID W. FITZPATRICK, P.E.	**REG FLA ENG NO:** 47818
SIGNATURE:	**DATE:**

PHASE ____ REVIEW

SIGNATURE:

ORIGINATOR (RP)	DATE	ORIGINATOR (OR)	Correct (Green Highlighter) Change
PRODUCTION CHECKING COMPLETE, READY FOR SUBMITTAL REVIEW (RP)		CHECKER (RP) (Red Pen X-Out to Disagree or Remark)	
		CHANGE INCORPORATION	(Yellow HighLighter)
VERIFICATION, CHECKER (OR)	DATE	ORIGINATOR VERIFICATION	Correct (Pink Highlighter) DATE
REMARK INCORPORATION	DATE	(Blue Highlighter)	

GENERAL NOTES:

1. THE CONTRACTORS SHALL NOTIFY THE COUNTY DESIGN ENGINEER OR DESIGNEE 48 HOURS PRIOR TO CONSTRUCTION.
2. ALL CONDITIONS AND STIPULATIONS OF THE CONSTRUCTION PERMITS AND THE APPROVALS ISSUED BY THE ESCAMBIA COUNTY ENGINEER SHALL BE COMPLIED WITH IN EVERY DETAIL.
3. ALL ROADS DAMAGED BY CONSTRUCTION OPERATIONS ARE TO BE PATCHED OR RECONSTRUCTED AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE.
4. THE CONTRACTOR SHALL TAKE STEPS NECESSARY TO PREVENT EROSION AND ANY OFF SITE SEDIMENT TRANSPORT RESULTING FROM INCREASED RUNOFF DURING CONSTRUCTION BY PROVIDING SILT FENCE AND/OR STAKED HAY BALES AS REQUIRED BY FDOT INDEX 102, THE FLORIDA STORMWATER, EROSION, AND SEDIMENT CONTROL INSPECTOR'S MANUAL, 2000 EDITION, OR AS INDICATED ON THE PLANS. ALL EROSION CONTROL MEASURES SHALL REMAIN IN PLACE UNTIL ASSOCIATED DISTURBED AREAS ARE STABILIZED AS TO REDUCE SEDIMENT RUNOFF, UNLESS OTHERWISE DIRECTED BY THE ENGINEER OR DESIGNEE.
5. ANY NECESSARY PERMITS WILL BE THE RESPONSIBILITY OF THE CONTRACTOR. ESCAMBIA COUNTY OR ITS DESIGNEE WILL ASSIST CONTRACTOR WITH REQUIRED PERMITS.
6. THE CONTRACTOR IS CAUTIONED TO VISIT THE SITE AND FAMILIARIZE HIMSELF WITH THE PROJECT PRIOR TO BIDDING AND/OR CONSTRUCTION.
7. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO PRESERVE OR RELOCATE ALL BENCHMARKS (VERTICAL CONTROL) AS NEEDED DURING CONSTRUCTION. ALL PUBLIC OR PRIVATE CORNER MONUMENTATION SHALL BE PROTECTED. IF A PUBLIC OR PRIVATE CORNER MONUMENTATION IS IN DANGER OF BEING DESTROYED AND HAS NOT BEEN PROPERLY REFERENCED, THE CONTRACTOR SHALL NOTIFY THE ENGINEER OR DESIGNEE IMMEDIATELY. ANY ESCAMBIA COUNTY HARN/GPS NETWORK MONUMENTS OR BUREAU OF SURVEY AND MAPPING GPS NETWORK MONUMENTS WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED. IF A HARN/GPS NETWORK MONUMENTS OR BUREAU OF SURVEY AND MAPPING GPS NETWORK MONUMENTS ARE DISTURBED OR DESTROYED THE CONTRACTOR SHALL BE RESPONSIBLE FOR RELACEMENT OF THE MONUMENTS AND HAVE THE MONUMENTS POSITION DETERMINED BY A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER USING GUIDELINES AS ESTABLISHED BY NATIONAL GEODETIC SURVEY FOR BLUE BOOKING AND APPROVAL.
8. EXISTING DRAINAGE FEATURES WITHIN CONSTRUCTION LIMITS SHALL REMAIN UNLESS OTHERWISE NOTED.
9. THE CONTRACTOR SHALL MATCH EXISTING CONDITIONS AT THE BEGINNING AND END OF CONSTRUCTION AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE.
10. EXISTING STREETS AND DRIVES SHALL BE MAINTAINED TO LOCAL TRAFFIC AND PROPERTY OWNERS.
11. ALL ROADWAY CONSTRUCTION SHALL COMPLY WITH THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS, LATEST EDITION.
12. ALL MATERIALS, TESTING AND CONSTRUCTION METHODS SHALL CONFORM TO THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS, LATEST EDITION.
13. ANY REFERENCE TO FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION, DIVISION 1, GENERAL REQUIREMENTS AND COVENANTS, SHALL BE EXCLUDED AND NOT APPLICABLE TO ANY SPECIFICATION REFERRED HEREIN OR OTHERWISE LISTED IN THESE PLANS OR RELATED DOCUMENTS OR THE ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS.
14. EXISTING STREET AND ROAD NAME SIGNS ON THE PROJECT SHALL BE KEPT VISIBLE AT ALL TIMES FOR THE FACILITATION OF ACCESS BY EMERGENCY VEHICLES. ALL OTHER EXISTING SIGNS THAT CONFLICT WITH CONSTRUCTION OPERATIONS SHALL BE TAKEN DOWN AND STOCKPILED WITHIN THE R/W LIMITS BY THE CONTRACTOR AS DIRECTED BY THE COUNTY ENGINEER OR DESIGNEE. ANY EXISTING SIGNS THAT ARE TO BE RELOCATED AND ARE DAMAGED BEYOND USE BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
15. THE CONTRACTOR SHALL MAINTAIN AT LEAST ONE 10' OPEN LANE AT ALL TIMES. NO OPEN EXCAVATION SHALL REMAIN OVER NIGHT. CONTRACTOR SHALL RESTORE ROAD TO TWO LANES OF TRAFFIC AT THE END OF EACH WORK DAY.
16. CONTRACTOR SHALL COMPLY WITH ALL F.D.E.P. AND ARMY CORP. OF ENGINEERS REQUIREMENTS.
17. ONLY ACCESS TO THE ROAD R/W AS SHOWN IS GUARANTEED BY THE COUNTY. PRIVATE R/W REQUIRED BY THE CONTRACTOR TO FACILITATE CONSTRUCTION SHALL BE ACQUIRED BY THE CONTRACTOR WITH NO ADDITIONAL COMPENSATION OR ASSISTANCE FROM THE COUNTY.
18. IN THE EVENT THAT SURVEY MONUMENTATION OR REFERENCE POINTS ARE MISSING OR HAVE BEEN DESTROYED, PLEASE CONTACT:

    JOSEPH BARRETT
    PROFESSIONAL SURVEYOR & MAPPER
    ESCAMBIA COUNTY ENGINEERING
    3363 WEST PARK PLACE
    PENSACOLA, FLORIDA 32505
    PH (850) 595-3472

19. VEGETATION ON R/W AND EASEMENTS SHALL BE RESTORED TO ORIGINAL CONDITION UNLESS OTHERWISE NOTED ON THE PLAN SHEETS. COST OF SAID RESTORATION SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS.
20. GRADED AGGREGATE BASE SHALL BE REQUIRED WHERE THE SEASONAL HIGH GROUND WATER ENCROACHES WITHIN TWO (2) FEET OF THE BOTTOM OF BASE.
21. ALL TREES WITHIN LIMITS OF CONSTRUCTION SHALL BE REMOVED UNLESS OTHERWISE NOTED IN PLANS.
22. ALL COMPACTED FILL SHALL BE PLACED IN 4" LIFTS FOR HAND POWERED TAMPERS AND 8" LIFTS FOR HEAVY EQUIPMENT OPERATED TAMPERS.
23. MAINTENANCE OF TRAFFIC AS PER FDOT INDEX 600.
24. ALL SPEED BUMPS THAT ARE DISTURBED DURING CONSTRUCTION SHALL BE REPLACED TO THE LATEST ESCAMBIA COUNTY DESIGN SPECIFICATIONS. ALL COSTS FOR REPLACEMENT OF SAID SPEED BUMPS SHALL BE INCIDENTAL TO OTHER ITEMS AND NO ADDITIONAL COMPENSATION SHALL BE CONSIDERED.
25. ALL EXISTING MAILBOXES INTERFERING WITH NEW CONSTRUCTION SHALL BE RELOCATED OR REPLACED BY THE CONTRACTOR IN ACCORDANCE WITH POSTAL REQUIREMENTS AND IN ACCORDANCE WITH ESCAMBIA COUNTY TECHNICAL SPECIFICATION, FDOT DESIGN STANDARDS AND UNITED POSTAL REQUIREMENTS. ALL EXISTING BRICK MAILBOXES WITHIN LIMITS OF CONSTRUCTION OR COUNTY RIGHT OF WAY SHALL BE REMOVED AND PLACED ON THE PROPERTY LINE OF THE OWNER. CONTRACTOR SHALL REPLACE EXISTING BRICK MAILBOX WITH APPROVED PLASTIC BREAK AWAY MAILBOX.
26. THE CONTRACTOR SHALL, AT A MINIMUM, MATCH EXISTING SIGNING AND PAVEMENT MARKINGS. ALL SIGNING AND PAVEMENT MARKINGS SHALL BE PLACED IN ACCORDANCE WITH THE LATEST FDOT DESIGN STANDARDS. THE CONTRACTOR SHALL CONTACT THE COUNTY TRAFFIC DEPARTMENT PRIOR TO INSTALLATION OF ANY SIGNING AND PAVEMENT MARKINGS.
27. WHERE UNSUITABLE MATERIAL, AS DEFINED BY THE COUNTY SPECIFICATIONS SECTION 02300, 1.3(I), IS ENCOUNTERED IN THE AREAS PROPOSED FOR PAVING, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE COUNTY ENGINEER OR DESIGNEE PRIOR TO ANY EXCAVATION.
28. PIPE LENGTHS SHOWN IN THE PLANS DO NOT INCLUDE THE LENGTH OF PIPE THAT MUST BE INSTALLED WITH THE MITERED END SECTION. THEREFORE, ALL PIPES LENGTHS ASSOCIATED WITH MITERED END SECTIONS SHALL BE PAID FOR IN THE UNIT COST OF THE MITERED END SECTION.
29. IF ARCHAEOLOGICAL MATERIAL/PREHISTORIC ARTIFACTS SUCH AS POTTERY OR CERAMICS, STONE TOOLS OR METAL IMPLEMENTS, OR ANY OTHER PHYSICAL REMAINS THAT COULD BE ASSOCIATED WITH NATIVE AMERICAN CULTURES, OR EARLY COLONIAL OR AMERICAN SETTLEMENT ARE ENCOUNTERED AT ANY TIME, THE PROJECT SHOULD CEASE ALL ACTIVITIES INVOLVING SUBSURFACE DISTURBANCE IN THE IMMEDIATE VICINITY OF SUCH DISCOVERIES. THE APPLICANT/RECIPIENT, OR OTHER DESIGNEE, SHOULD CONTACT THE FLORIDA DEPARTMENT OF STATE, DIVISION OF HISTORICAL RESOURCES, THE STATE HISTORIC PRESERVATION OFFICER (SHPO) AND THE DSH/FEMA REGION IV ENVIRONMENTAL OFFICER AND FDEM STATE ENVIRONMENTAL LIAISON OFFICER FOR FURTHER GUIDANCE. PROJECT ACTIVITIES SHOULD NOT RESUME WITHOUT WERBAL AND/OR WRITTEN AUTHORIZATION FROM THE DIVISION OF HISTORICAL RESOURCES.
30. IN THE EVENT THAT UNMARKED HUMAN REMIANS ARE ENCOUNTERED DURING PERMITTED ACTIVITIES, ALL WORK MUST STOP IMMEDIATELY AND THE PROPER AUTHORITIES NOTIFIED IN ACCORDANCE WITH F.S. 872.05.

UTILITY NOTES:

1. THE LOCATION SHOWN FOR EXISTING UNDERGROUND UTILITIES IS APPROXIMATE. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK IN EACH AREA. THE CONTRACTOR AGREES TO BE COMPLETELY RESPONSIBLE FOR ALL DAMAGES WHICH MIGHT OCCUR BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE ALL UTILITIES.
2. UTILITY OWNERS SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO ANY CONSTRUCTION SO THAT THE UTILITY OWNER CAN SPOT VERIFY AND/OR EXPOSE THEIR UTILITIES.
   KNOWN UTILITIES OWNERS INCLUDE:

UTILITY CONTACTS	
SUNSHINE ONE CALL:	PHONE: 1-800-432-4770
COX COMMUNICATIONS 3405 MCLEMORE DRIVE PENSACOLA, FL 32514	CONTACT: TROY YOUNG PHONE: 850-857-4551 FAX: 850-475-0621
PENSACOLA ENERGY 1625 ATWOOD DRIVE PENSACOLA, FL 32514	CONTACT: DIANE MOORE PHONE: 850-474-5300
GULF POWER 5120 DOGWOOD DRIVE MILTON, FL 32570	CONTACT: CHAD SWAILS PHONE: 850-429-2446
ATT/ DISTRIBUTION 605 WEST GARDEN STREET PENSACOLA, FL 32502	CONTACT: BARRY POWELL PHONE: 850-436-1483
ECUA 9255 STURDENVANT STREET PENSACOLA, FL 32514	CONTACT: BRANDON KNIGHT PHONE: 850-969-3310

3. AT&T FLORIDA WILL COMPLETE ALL WORK DURING THE HOURS OF 7:30 AM - 4:30 PM, MONDAY THRU FRIDAY. NO NIGHT OR WEEKEND WORK.
4. ALL CABLE DAMAGE MUST BE REPORTED TO THE ATT FLORIDA REPAIR SERVICE DEPARTMENT AT 611 FROM A LAND LINE OR 877-737-2478 IF USING A CELL PHONE.
5. ALL LOOP DETECTOR INSTALLATION SHALL BE DONE AS PER FDOT INDEX 17781.
6. CONTRACTOR IS TO USE CAUTION WHEN WORKING IN OR AROUND AREAS OF OVERHEAD TRANSMISSION LINES AND UNDERGROUND UTILITIES.
7. UTILITIES TO REMAIN AND BE PROTECTED DURING CONSTRUCTION. NECESSARY REPAIRS SHALL BE CONSIDERED INCIDENTAL TO OTHER PAY ITEMS AND SHALL BE TO THE SATISFACTION OF UTILITY OWNERS.

PROJECT SPECIFIC NOTES:

1. STORMWATER PIPE SYSTEM TO BE INSTALLED FROM WEST TO EAST TO ALLOW FOR SIMULTANEOUS INSTALLATION OF SANITARY SEWER FORCEMAIN AND GAS MAIN INSTALLATIONS. TANGLEWOOD SUBDIVISION & BUCKLAND DRIVE ARE TO REMAIN IN SERVICE THROUGHOUT CONSTRUCTION.
2. WHEN BACKFILLING, STORMWATER PIPE CONTRACTOR TO LEAVE A COMMON TRENCH 36" BELOW FINISHED GRADE. UTILITY CONTRACTORS TO COMPLETE BACKFILL ONCE ALL UTILITIES ARE IN PLACE.
3. CONTRACTOR TO COORDINATE WITH PENSACOLA ENERGY FOR COMMON TRENCH TIMING.
4. STORMWATER POLLUTION PREVENTION PLAN TO BE IMPLEMENTED PRIOR TO ANY WORK IN THE R/W IN ACCORDANCE WITH THE LATEST FDOT DESIGN STANDARDS.
5. ALL CONCRETE IS TO BE 3000 PSI UNLESS OTHERWISE NOTED ON PLAN.
6. ALL DISTURBED AREAS ARE TO BE STABILIZED WITH SOLID SOD.
7. CONTRACTOR TO COORDINATE WITH GULF POWER FOR POLE SHORING TIMING.

100% SUBMITTAL
PLOT DATE: 2/5/20

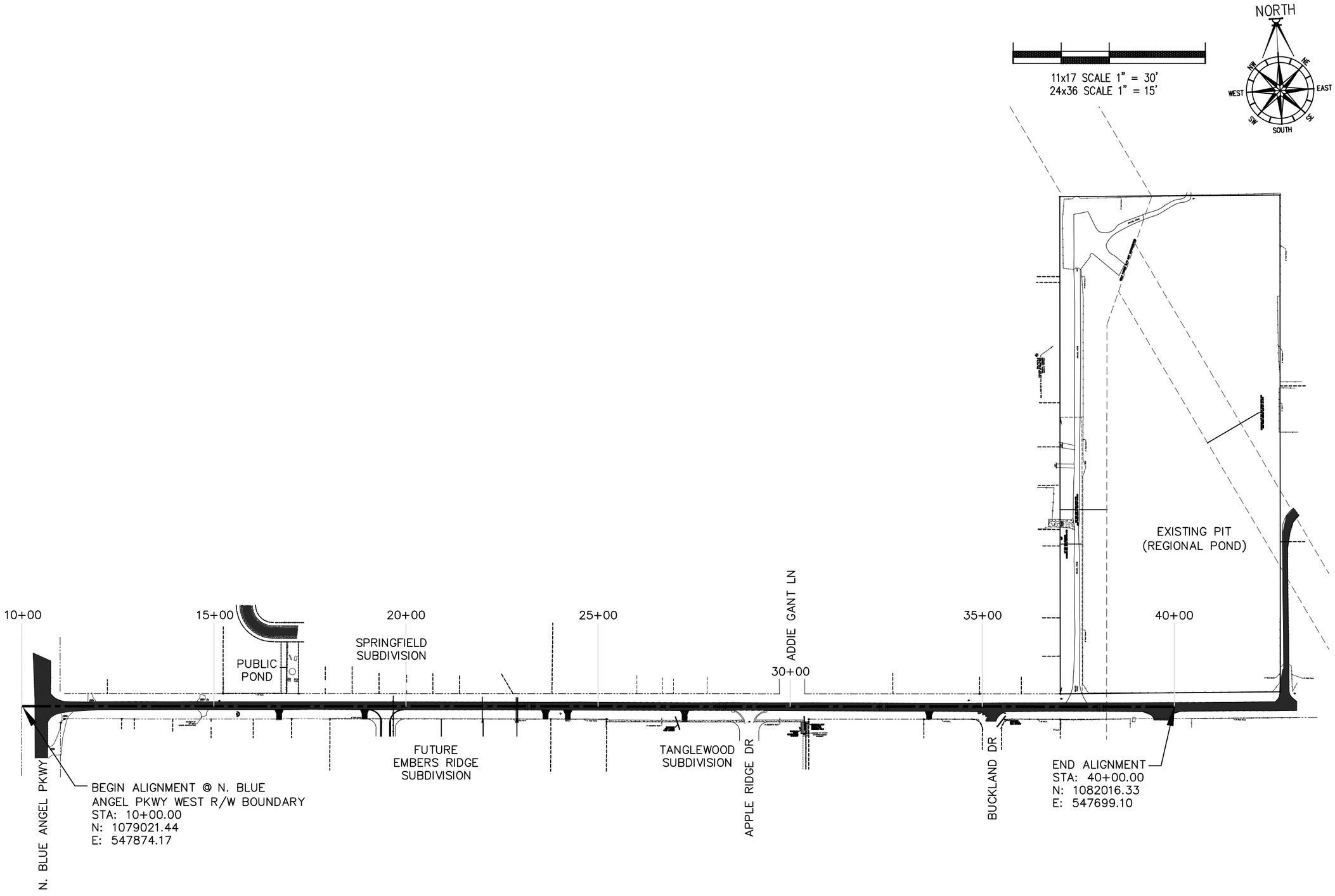
GODWIN LANE
REGIONAL POND
GENERAL NOTES

DAVID W. FITZPATRICK, P.E., P.A.
FBPE CERTIFICATE OF AUTHORIZATION NO. 00008423
1700 N. PALAFOX STREET
PENSACOLA, FL 32534
PHONE: (850) 476-8677 FAX: (850) 476-7708

NUMBER	REVISIONS	DATE	APPROVED BY
1	20% COUNTY COMMENT REVISIONS	6/19/19	
2	SWFWMD RP COMMENT REVISIONS	7/19/19	
3	FORCEMAIN & GAS MAIN RELOCATES	9/16/19	
4	REVISED PIPE SIZES	2/5/20	

DESIGNED BY: D. FITZPATRICK	CHECKED BY: D. FITZPATRICK	REG. P.E. & ENG. NO. 47818	DATE:
DRAWN BY: A. BURKETT	PROJECT MANAGER: JOHN ROSENAU	DISTRICT: 1	SIGNATURE:
DATE: MAY 2019	FIELD BOOK/ PAGES:	SECTION/ TOWNSHIP/ RANGE 33/ 1S/ 31W	

DRAWING NUMBER 19-006
PROJECT NUMBER -
SURVEY NUMBER 20180161
SHEET C2 OF C25



100% SUBMITTAL
PLOT DATE: 2/5/20

GODWIN LANE REGIONAL POND

PROJECT LAYOUT

DAVID W. FITZPATRICK, P.E., P.A.
FBPE CERTIFICATE OF AUTHORIZATION NO. 00008423
10250 N PALAFOX STREET
PENSACOLA, FL 32534
PHONE: (850) 476-8677 FAX: (850) 476-7708

DRAWN BY:	A. BURKETT
DATE:	MAY 2019
FIELD BOOK PAGES:	
DESIGNED BY:	D. FITZPATRICK
PROJECT MANAGER:	JOHN ROSENAU
CHECKED BY:	D. FITZPATRICK
DISTRICT:	1
SECTION / TOWNSHIP / RANGE	38 / 1S / 31W
REG. FLA. ENG. NO.	47818
DATE:	
SIGNATURE:	

NUMBER	REVISIONS	DATE	APPROVED BY
1	30% COUNTY COMMENT REVISIONS	6/10/19	
2	NWFWMD EPP COMMENT REVISIONS	7/19/19	
3	FORCEMAIN & GAS MAIN RELOCATES	9/16/19	
4	REVISED PIPE SIZES	2/5/20	

DRAWING NUMBER	19-006
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SURVEY NUMBER	20180161
SHEET	C3 OF C25

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Item Number	Item	Estimated Quantity	Unit
1	Mobilization	1	LS
2	Maintenance of Traffic	1	LS
3	Clearing and Grubbing	500	SY
4	Demolition	1	LS
5	Replace Standard Mailbox	1	EA
6	Earthwork - Fill	1,250	CY
7	Regrade Ditch	1	LS
8	Regrade Regional Pond Slopes	1	LS
9	Cut & Patch Roadway	2,065	SY
10	6" Concerte Driveways	143	SY
11	Speed Humps	3	EA
12	Re-establish Pavement Markings	1	LS
13	Remove & Replace Traffic Signs	3	EA
14	Cut & Patch 1' Ribbon Curb	90	LF
15	FDOT Type-D Drop Inlet	1	EA
16	FDOT Type-C Drop Inlet	5	EA
17	4'x4' Concrte Structure Bottom	4	EA
18	5'x5' Concrete Structure Bottom	2	EA
19	42" MES	1	EA
20	24" RCP	8	LF
21	30" RCP	540	LF
22	36" RCP	1,302	LF
23	42" RCP	112	LF
24	Weir within Smart Box Structure #11	1	LS
25	Connect to Existing Storm Structure/Pipe	3	EA
26	Riprap	290	SY
27	3" PVC Sewer FM with Fittings	587	LF
28	12" Steel Casing	45	LF
29	Centipede Sod	6,000	SY
30	Silt Fence	5,000	LF
31	Haybales	250	EA
32	Remove & Replace Wire Fence	30	LF

Bid Item Notes

-2 MOT to include but not limited to: plan preparation, signage, flagmen, variable message signs, barricades barricades, lights, etc. Detours to be provided bypassing Godwin Lane. All roads and driveways are to remain remain accessible at all times.

-4 Demolition to include but not limited to the removal of existing driveways, stormwater pipes, inlets, MES, riprap, utilities, etc.

-9 The long lateral patch along Godwin Lane is to be cut and patched as needed. Contractor is to minimize cutting and patching of the roadway as much as possible.

-20/21/22/23 When installing the stormwater pipe, the contractor is to leave the trench partially open to allow the sewer forcemain and gas main to be installed in the remaining trench.

-27 All sewer work to be performed in accordance to the latest edition of the ECUA Engineering Manual / Specifications

-30/31 Contractor to prepare a SWPPP, attain a NPDES NOI and meet all documenting, reporting, and maintenance requirements.

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GODWIN LANE REGIONAL POND

SUMMARY OF PAY ITEMS

DAVID W. FITZPATRICK, P.E., P.A.
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NUMBER	REVISIONS	DATE	APPROVED BY
1	30% COUNTY COMMENT REVISIONS	6/1/19	
2	NWFWMD EIP COMMENT REVISIONS	7/1/19	
3	FORCEMAIN & GAS MAIN RELOCATES	9/16/19	
4	REVISED PIPE SIZES	2/5/20	

DRAWN BY: A. BURKETT
DESIGNED BY: D. FITZPATRICK
CHECKED BY: D. FITZPATRICK
DATE: MAY 2019
PROJECT MANAGER: JOHN ROSENAU
DISTRICT: 1
REG. FL.A. ENG. NO. 47818
DATE:
SIGNATURE:
FIELD BOOK / PAGES:
SECTION / TOWNSHIP / RANGE: 34 / 1S / 31W

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SURVEY NUMBER 20180161
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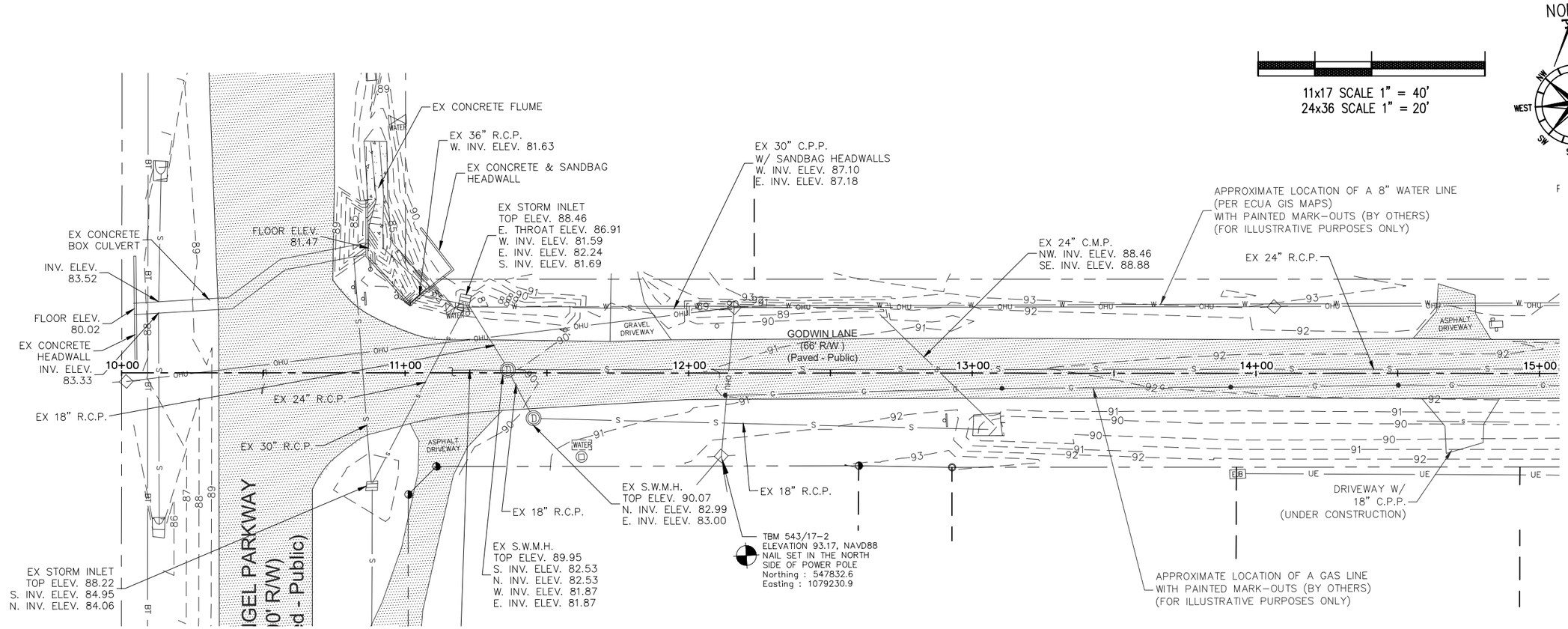

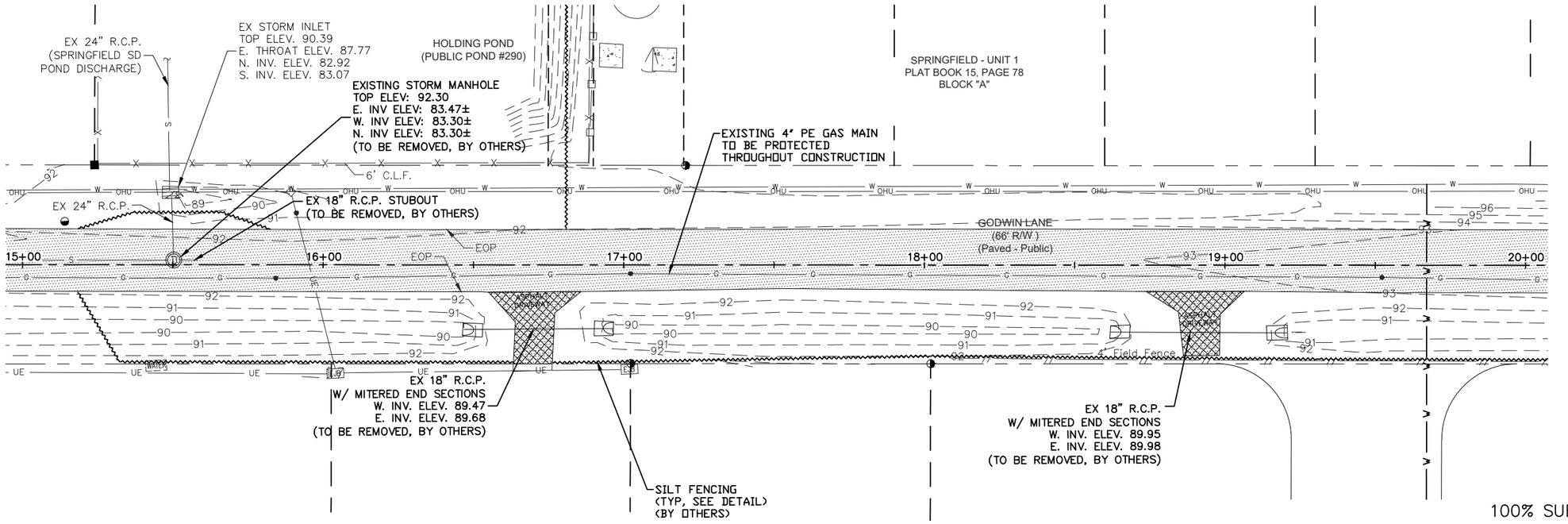

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GODWIN LANE REGIONAL POND

EXISTING CONDITIONS / DEMOLITION PLAN

NUMBER	REVISIONS	DATE	APPROVED BY
1	30% COUNTY COMMENT REVISIONS	6/1/19	
2	SWFWMD EPP COMMENT REVISIONS	7/19/19	
3	FORCEMAIN & GAS MAIN RELOCATES	9/16/19	
4	ROUNDED PIPE SIZES	2/5/20	

DAVID W. FITZPATRICK, P.E., P.A.
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REG. P.E. & ENG. NO. 47818 DATE:
SIGNATURE:

DRAWN BY:	A. BURKETT
DESIGNED BY:	D. FITZPATRICK
CHECKED BY:	D. FITZPATRICK
PROJECT MANAGER:	JOHN ROSENAU
DATE:	MAY 2019
FIELDBOOK/ PAGES:	
DISTRICT:	1
SECTION / TOWNSHIP / RANGE	38 / 1S / 31W

DRAWING NUMBER 19-006
PROJECT NUMBER -
SURVEY NUMBER 20180161
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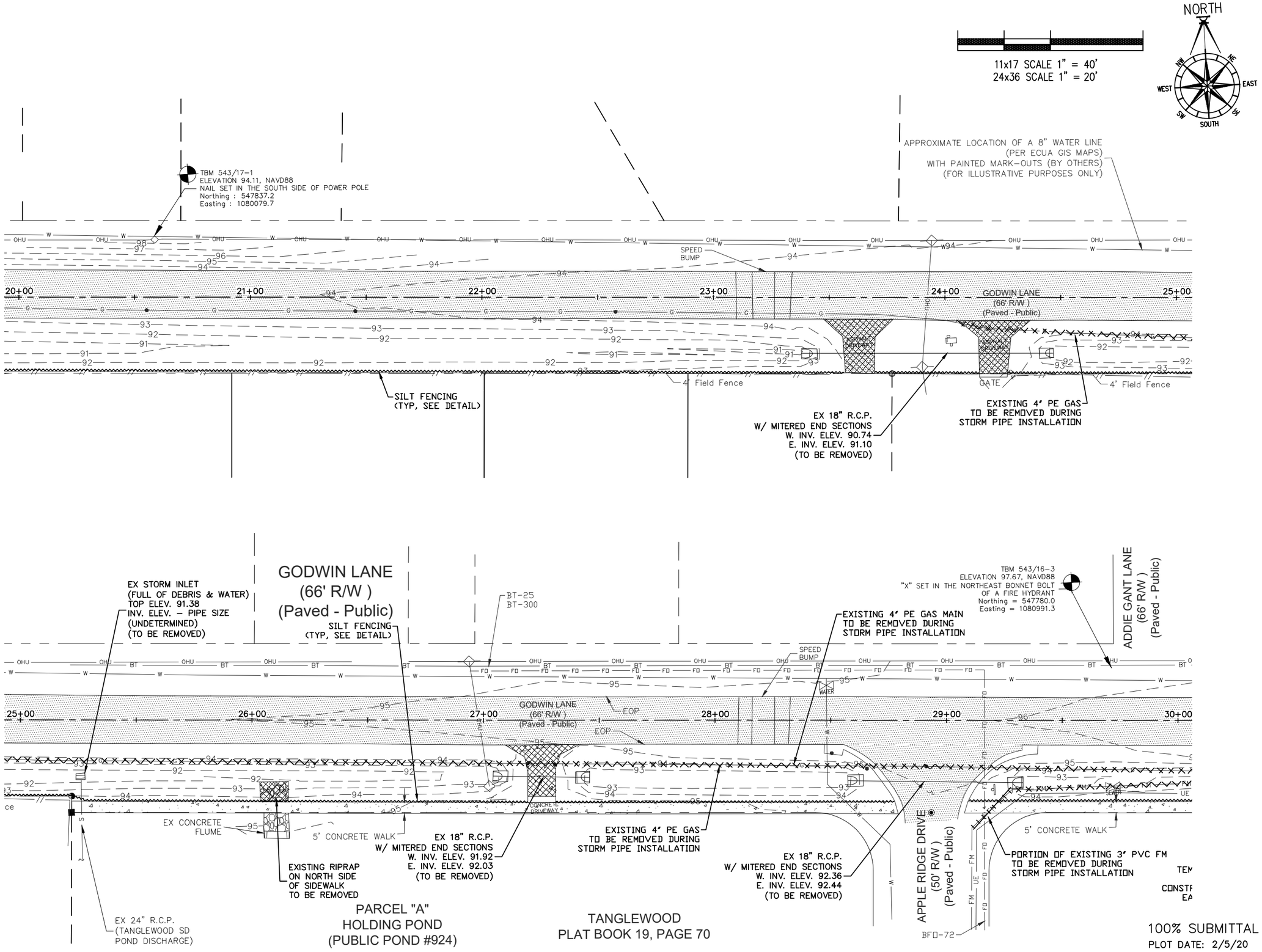

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GODWIN LANE REGIONAL POND

EXISTING CONDITIONS / DEMOLITION PLAN

DAVID W. FITZPATRICK, P.E., P.A.
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2	NWFWMD EIP COMMENT REVISIONS	7/19/19	
3	FORCEMAIN & GAS MAIN RELOCATES	9/16/19	
4	REVISED PIPE SIZES	25/20	

DRAWING NUMBER	19-006
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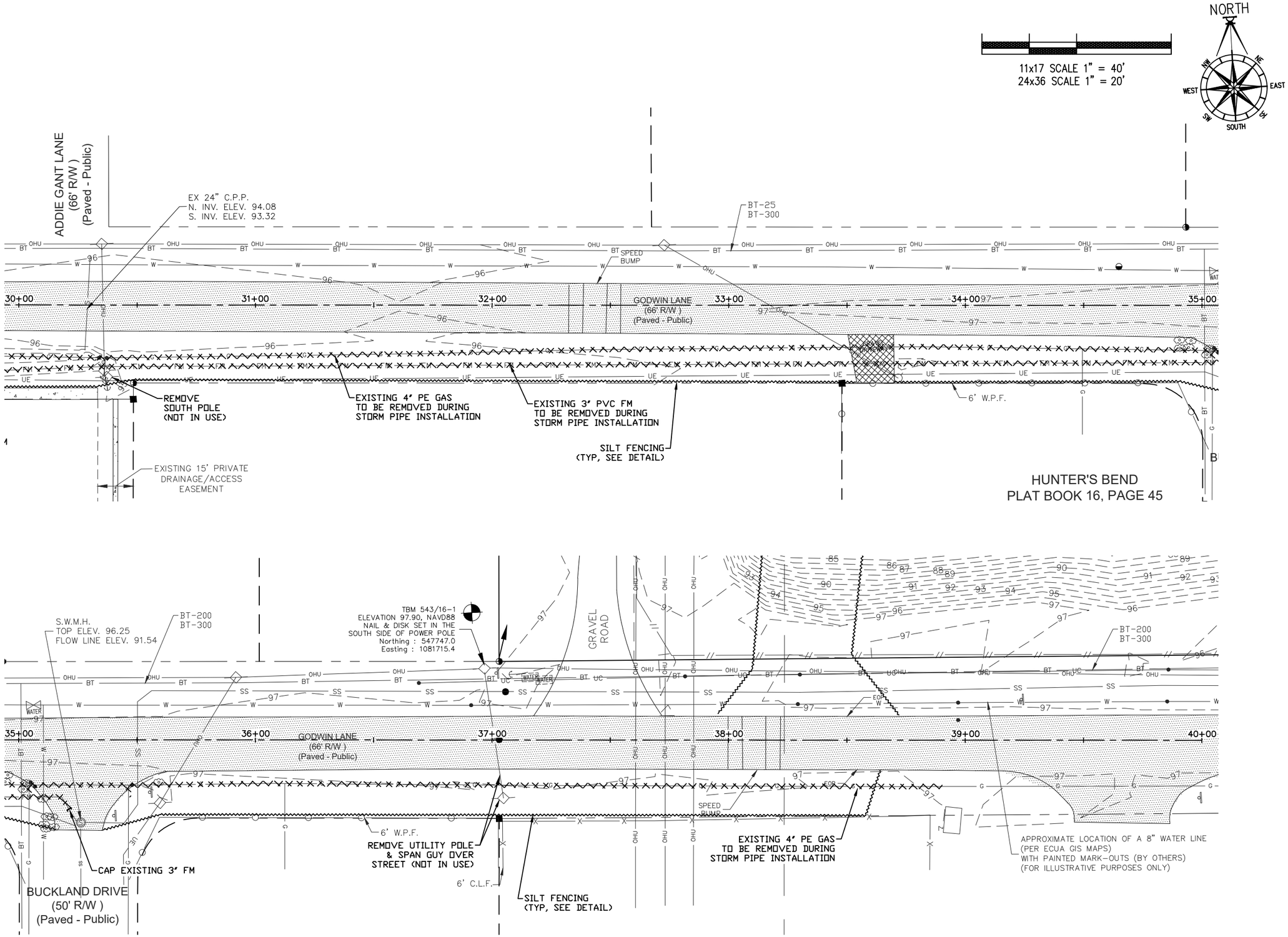

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GODWIN LANE REGIONAL POND

EXISTING CONDITIONS / DEMOLITION PLAN

DAVID W. FITZPATRICK, P.E., P.A.
FBPE CERTIFICATE OF AUTHORIZATION NO. 00008423
10250 N PALAFOX STREET
PENSACOLA, FL 32534
PHONE: (850) 476-8677 FAX: (850) 476-7708

DRAWN BY:	A. BURKETT
DATE:	MAY 2019
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PROJECT MANAGER:	JOHN ROSENAU
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1	30% COUNTY COMMENT REVISIONS	6/10/19	
2	NWFWMD EBP COMMENT REVISIONS	7/19/19	
3	FORCEMAIN & GAS MAIN RELOCATES	9/16/19	
4	REVISED PIPE SIZES	25/20	

DRAWING NUMBER	19-006
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SHEET	C7 OF C25

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SIGNATURE:

PHASE ____ REVIEW	ORIGINATOR (RP)	DATE	VERIFICATION, CHECKER (QR) (Blue Highlighter)	DATE
	PRODUCTION CHECKING COMPLETE, READY FOR SUBMITTAL REVIEW (RP)		REMARK INCORPORATION (Blue Highlighter)	DATE
SIGNATURE:			ORIGINATOR VERIFICATION Correct (Pink Highlighter)	DATE

ORIGINATOR (OR)	Correct (Green Highlighter) Change		
CHECKER (RP)	(Red Pen X-Out to Disagree or Remark)		
	CHANGE INCORPORATION (Yellow Highlighter)		

11x17 SCALE 1" = 40'
24x36 SCALE 1" = 20'

NORTH
NW NE WEST EAST SW SE SOUTH

727'
57' WIDE NON-EXCLUSIVE EASEMENT (O.R. 5829, PAGE 603-607)

GRASSED DITCH

GRAVEL ROAD

TOP OF

REFERENCE: 251S313306000000
ACCOUNT: 097488275
OWNERS: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
MAIL: 221 PALAFOX PL STE 420 PENSACOLA, FL 32502
SITUS: GODWIN LN 32526
O.R. BOOK 7916, PAGE 1769

EDGE OF WATER

4' Field Fence

SILT FENCING (TYP, SEE DETAIL)

BT-200
BT-300

APPROXIMATE LOCATION OF A CABLE TV WITH PAINTED MARK-OUTS (BY OTHERS) (FOR ILLUSTRATIVE PURPOSES ONLY)

GATE

SPEED BUMP

37+00 38+00 39+00 40+00

100% SUBMITTAL
PLOT DATE: 2/5/20

GODWIN LANE REGIONAL POND

EXISTING CONDITIONS / DEMOLITION PLAN

DAVID W. FITZPATRICK, P.E., P.A.
FBPE CERTIFICATE OF AUTHORIZATION NO. 00008423
1625 N. ALCANIZ STREET
PENSACOLA, FL 32534
PHONE: (850) 476-8677 FAX: (850) 476-7708

DRAWN BY:	A. BURKETT
DESIGNED BY:	D. FITZPATRICK
PROJECT MANAGER:	JOHN ROSENAU
DATE:	MAY 2019
FIELDBOOK/PAGES:	
CHECKED BY:	D. FITZPATRICK
DISTRICT:	1
REG. P.E. ENG. NO.	47818
DATE:	
SIGNATURE:	
SECTION/TOWNSHIP/RANGE	35/1S/31W

NUMBER	REVISIONS	DATE	APPROVED BY
1	30% COUNTY COMMENT REVISIONS	6/1819	
2	NWFWMD ERP COMMENT REVISIONS	7/1819	
3	FORCEMAIN & GAS MAIN RELOCATES	9/1619	
4	EXTENDED PIPE SIZES	2/520	

DRAWING NUMBER	19-006
PROJECT NUMBER	-
SURVEY NUMBER	20180161
SHEET	C8 OF C25

PHASE ____ REVIEW	ORIGINATOR (RP) DATE	ORIGINATOR (QR) Correct (Green Highlighter) Change DATE	VERIFICATION, CHECKER (QR) (Blue Highlighter) DATE
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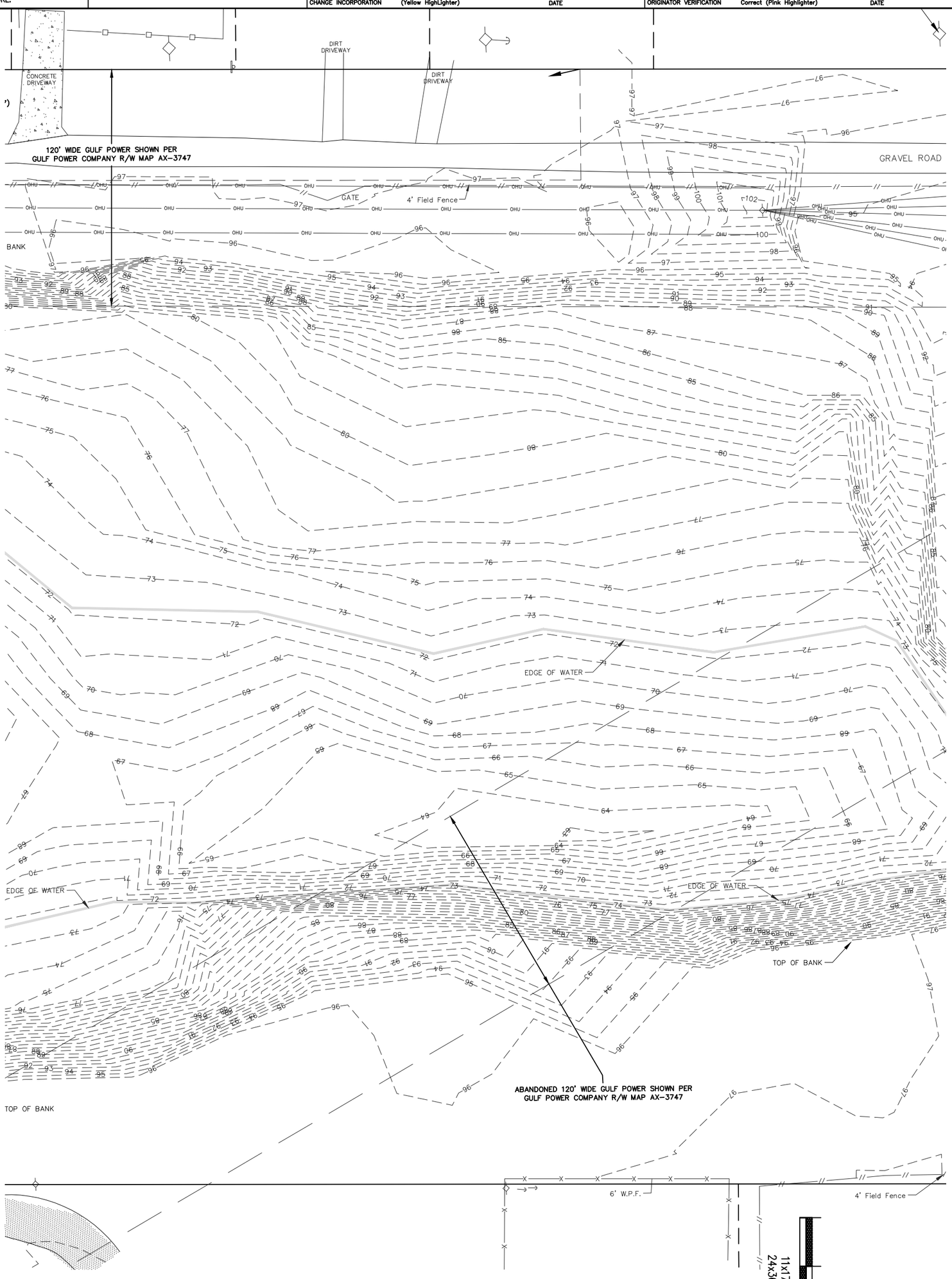
		CHANGE INCORPORATION (Yellow HighLighter) DATE	ORIGINATOR VERIFICATION Correct (Pink Highlighter) DATE



11x17 SCALE 1" = 40'
24x36 SCALE 1" = 20'

NORTH

100% SUBMITTAL
PLOT DATE: 2/5/20

NUMBER	REVISIONS	DATE	APPROVED BY
1	30% COUNTY COMMENT REVISIONS	6/10/19	
2	NWFWMD ERP COMMENT REVISIONS	7/19/19	
3	FORCEMAIN & GAS MAIN RELOCATES	9/16/19	
4	REVISED PIPE SIZES	2/5/20	

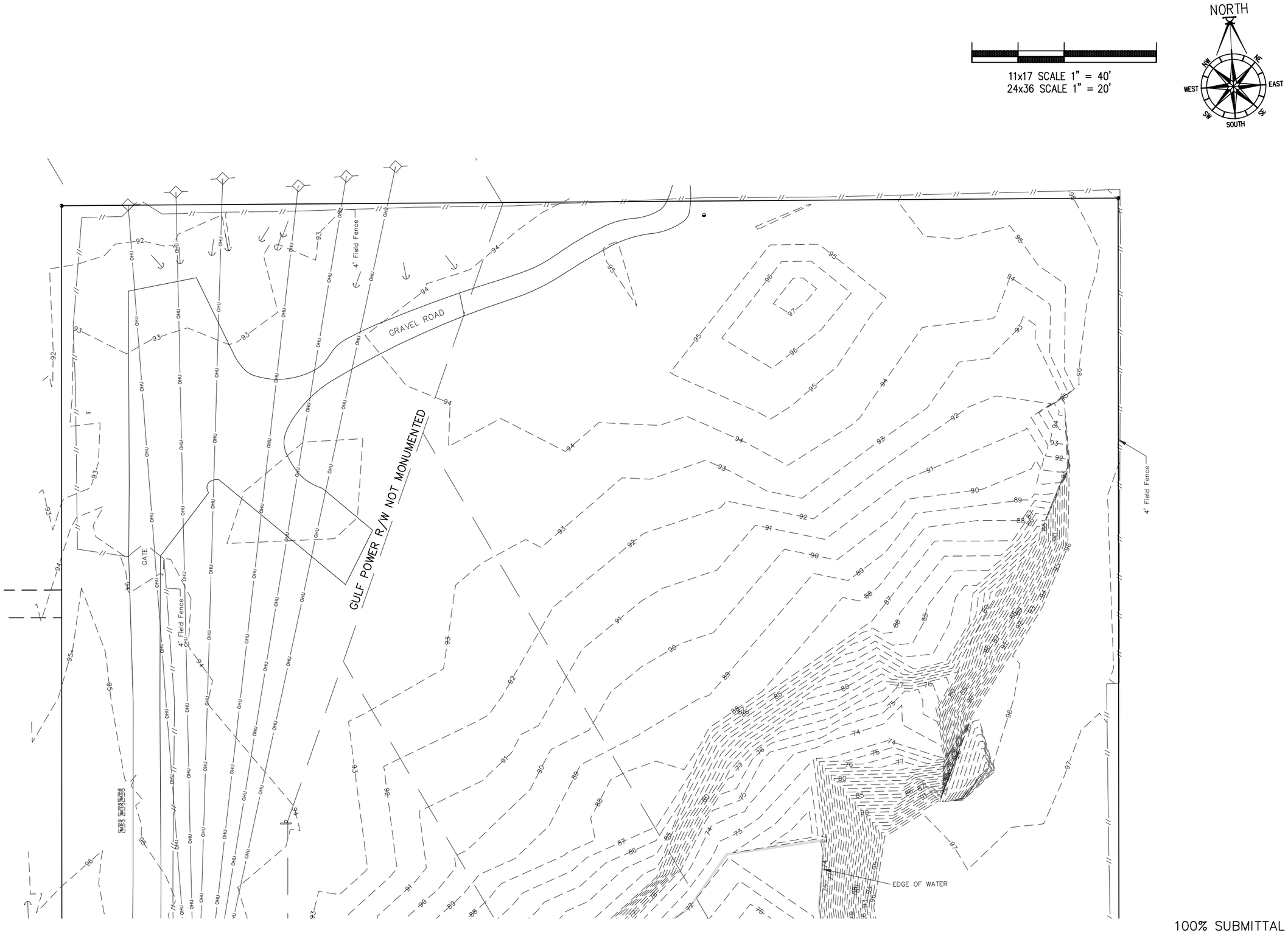
SHEET NUMBER C9 OF C25
WORK ORDER NUMBER 20180161
PROJECT NUMBER -
DRAWING NUMBER 19-006

DAVID W. FITZPATRICK, P.E., P.A.
FBPE CERTIFICATE OF AUTHORIZATION NO. 00008423
10250 N PALAFOX STREET
PENSACOLA, FL 32534
PHONE: (850) 476-8677 FAX: (850) 476-7708

DRAWN BY:	DESIGNED BY:	CHECKED BY:	REG. P.A. ENG. NO.	DATE:
A. BURKETT	D. FITZPATRICK	D. FITZPATRICK	47818	
DATE: MAY 2019	PROJECT MANAGER: JOHN ROSENAU	DISTRICT: 1	SIGNATURE:	
FIELD BOOK / PAGES:	SECTION / TOWNSHIP / RANGE: 38 / 1S / 31W			

GODWIN LANE REGIONAL POND

EXISTING CONDITIONS / DEMOLITION PLAN



100% SUBMITTAL
PLOT DATE: 2/5/20

GODWIN LANE REGIONAL POND

EXISTING CONDITIONS / DEMOLITION PLAN

DAVID W. FITZPATRICK, P.E., P.A.
FBPE CERTIFICATE OF AUTHORIZATION NO. 00008423
10250 N PALAFOX STREET
PENSACOLA, FL 32534
PHONE: (850) 476-8677 FAX: (850) 476-7708

DRAWN BY: A. BURKETT	DESIGNED BY: D. FITZPATRICK	CHECKED BY: D. FITZPATRICK	REG. FLA. ENG. NO. 47818
DATE: MAY 2019	PROJECT MANAGER: JOHN ROSENAU	DISTRICT: 1	SIGNATURE:
FIELD BOOK PAGES:		SECTION / TOWNSHIP / RANGE 38 / 1S / 31W	DATE:

NUMBER	REVISIONS	DATE	APPROVED BY
1	30% COUNTY COMMENT REVISIONS	6/10/19	
2	NWFWMD EIP COMMENT REVISIONS	7/19/19	
3	FORCEMAIN & GASMAIN RELOCATES	9/16/19	
4	REVISED PIPE SIZES	25/20	

DRAWING NUMBER	19-006
PROJECT NUMBER	-
SURVEY NUMBER	20180161
SHEET	C10 OF C25

PHASE ____ REVIEW	ORIGINATOR (RP)	DATE	
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CHANGE INCORPORATION	(Yellow HighLighter)	DATE	
VERIFICATION, CHECKER (QR)	(Blue Highlighter)	DATE	
REMARK INCORPORATION	(Blue Highlighter)	DATE	
ORIGINATOR VERIFICATION	Correct (Pink Highlighter)	DATE	

EX 36" R.C.P.
W. INV. ELEV. 81.63

EX CONCRETE & SANDBAG HEADWALL

EX 30" C.P.P.
W/ SANDBAG HEADWALLS
W. INV. ELEV. 87.10
E. INV. ELEV. 87.18

EX STORM INLET
TOP ELEV. 88.46
E. THROAT ELEV. 86.91
W. INV. ELEV. 81.59
E. INV. ELEV. 82.24
S. INV. ELEV. 81.69

EX 24" C.M.P.
NW. INV. ELEV. 88.46
SE. INV. ELEV. 88.88

APPROXIMATE LOCATION OF A 8" WATER LINE
(PER ECUA GIS MAPS)
WITH PAINTED MARK-OUTS (BY OTHERS)
(FOR ILLUSTRATIVE PURPOSES ONLY)

EX 24" R.C.P.

EX CONCRETE
BOX CULVERT

INV. ELEV.
83.52

FLOOR ELEV.
81.47

FLOOR ELEV.
80.02

EX CONCRETE
HEADWALL
INV. ELEV.
83.33

GRAVEL
DRIVEWAY

GODWIN LANE
(66' R/W)
(Paved - Public)

ASPHALT
DRIVEWAY

10+00 11+00 12+00 13+00 14+00 15+00

EX 18" R.C.P.

EX 24" R.C.P.

EX 30" R.C.P.

ASPHALT
DRIVEWAY

EX S.W.M.H.
TOP ELEV. 90.07
N. INV. ELEV. 82.99
E. INV. ELEV. 83.00

EX 18" R.C.P.

EX 18" R.C.P.

TBM 543/17-2
ELEVATION 93.17, NAVD88
NAIL SET IN THE NORTH
SIDE OF POWER POLE
Northing : 547832.6
Easting : 1079230.9

DRIVEWAY W/
18" C.P.P.
(UNDER CONSTRUCTION)

EXIS

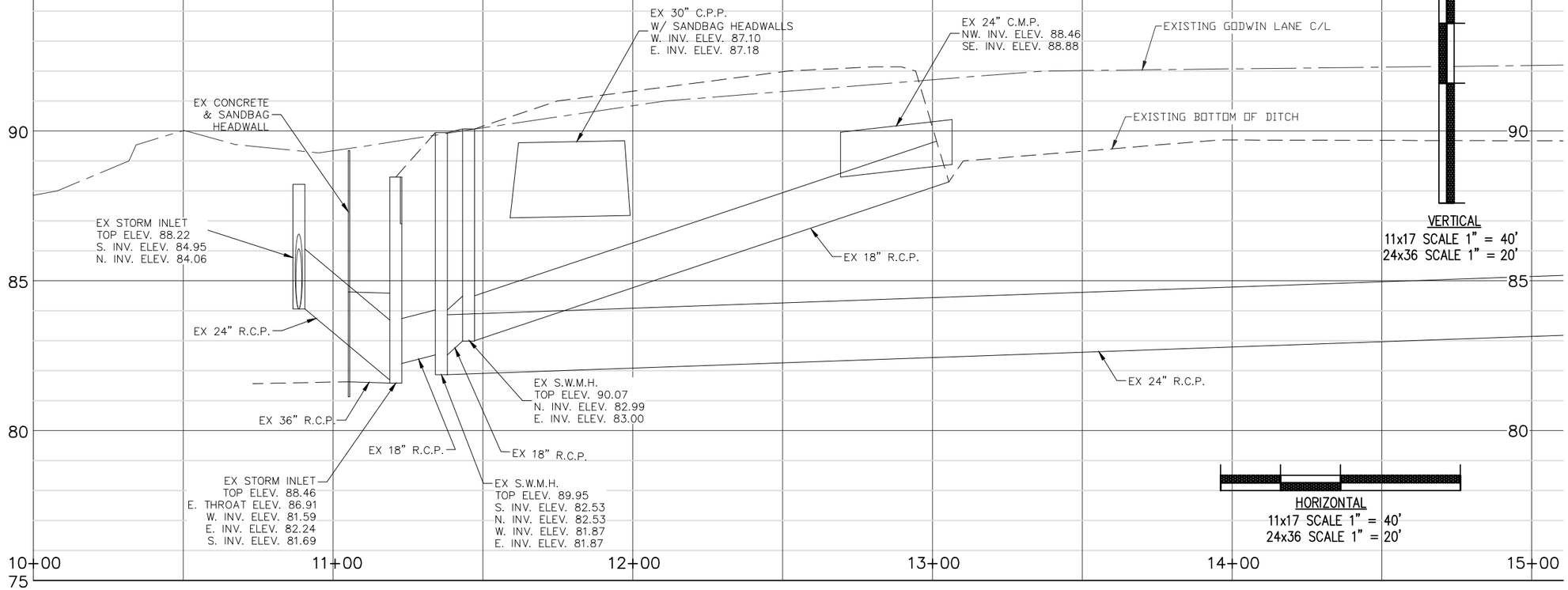
APPROXIMATE LOCATION OF A GAS LINE
WITH PAINTED MARK-OUTS (BY OTHERS)
(FOR ILLUSTRATIVE PURPOSES ONLY)

EX STORM INLET
TOP ELEV. 88.22
S. INV. ELEV. 84.95
N. INV. ELEV. 84.06

EX S.W.M.H.
TOP ELEV. 89.95
S. INV. ELEV. 82.53
N. INV. ELEV. 82.53
W. INV. ELEV. 81.87
E. INV. ELEV. 81.87

11x17 SCALE 1" = 40'
24x36 SCALE 1" = 20'

NORTH
NW NE WEST EAST SW SE SOUTH



VERTICAL
11x17 SCALE 1" = 40'
24x36 SCALE 1" = 20'

HORIZONTAL
11x17 SCALE 1" = 40'
24x36 SCALE 1" = 20'

100% SUBMITTAL
PLOT DATE: 2/5/20

GODWIN LANE REGIONAL POND

GODWIN LANE - PLAN / PROFILE

DAVID W. FITZPATRICK, P.E., P.A.
FBPE CERTIFICATE OF AUTHORIZATION NO. 00008423
1650 N. ALCANIZ STREET
PENSACOLA, FL 32534
PHONE: (850) 478-8677 FAX: (850) 478-7708

REG. P.E. & LNG. NO. 47818
SIGNATURE:
DESIGNED BY: D. FITZPATRICK
DRAWN BY: A. BURKETT
CHECKED BY: D. FITZPATRICK
PROJECT MANAGER: JOHN ROSENAU
DATE: MAY 2019
DISTRICT: 1
SECTION / TOWNSHIP / RANGE: 38 / 1S / 31W
FIELD BOOK / PAGES:

NUMBER	REVISIONS	APPROVED BY	DATE
1	30% COUNTY COMMENT REVISIONS		6/19
2	NWFWMD EIP COMMENT REVISIONS		7/19
3	FORCEMAIN & GAS MAIN RELOCATES		9/19
4	REVISED PIPE SIZES		2/20

DRAWING NUMBER 19-006
PROJECT NUMBER -
SURVEY NUMBER 20180161
SHEET C11 OF C25

PHASE ____ REVIEW
SIGNATURE:

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	CHECKER (RP)	(Red Pen X-Out to Disagree or Remark)
	CHANGE INCORPORATION	(Yellow Highlighter)

	VERIFICATION, CHECKER (QR)	DATE	(Blue Highlighter)
	REMARK INCORPORATION	DATE	(Blue Highlighter)
	ORIGINATOR VERIFICATION	DATE	Correct (Pink Highlighter)

EX 24" R.C.P.
(SPRINGFIELD SD
POND DISCHARGE)

EX STORM INLET
TOP ELEV. 90.39
E. THROAT ELEV. 87.77
N. INV. ELEV. 82.92
S. INV. ELEV. 83.07

PROPOSED SMART BOX
STORM STRUCTURE #11
STA: 15+48.53
TOP ELEV: 92.30
INV ELEV: 83.00
(SEE DETAIL)
(BY OTHERS)

HOLDING POND
(PUBLIC POND #290)

MATCHLINE A-A (SEE SHEET C18)

PROPOSED 12" STEEL
CASING JACK & BORE
(BY OTHERS)

EXISTING DITCH
TO BE FILLED
& GRADED TO INLET

PROPOSED
(2) 4" 45° BENDS
W/ T.BLOCK (BY OTHERS)

EXISTING 4" PE GAS MAIN
TO BE PROTECTED
THROUGHOUT CONSTRUCTION

11x17 SCALE 1" = 40'
24x36 SCALE 1" = 20'

SPRINGFIELD - UNIT 1
PLAT BOOK 15, PAGE 78
BLOCK "A"

REMOVE & REPLACE EXISTING
ASPHALT DRIVEWAY
W/ CONCRETE DRIVEWAY
(BY OTHERS)

PROPOSED
12" STEEL CASING
(BY OTHERS)

PROPOSED
STORM STRUCTURE #8
STA: 19+21.34
TOP ELEV: 92.50
S. INV ELEV: 84.50
E. INV ELEV: 83.00
W. INV ELEV: 83.00
(BY OTHERS)

FUTURE PUBLIC ROAD
INTERSECTION FOR
EMBERS RIDGE SUBDIVISION
(BY OTHERS)

PROPOSED
65 LF 30" RCP
@ SL=0%
(BY OTHERS)

8" WATER MAIN
FOR FUTURE EMBERS
RIDGE SUBDIVISION
(TYP, BY OTHERS)

EX 24" R.C.P.

GODWIN LANE
(66' R/W)
(Paved - Public)

PROPOSED 4" INLINE
FLUSH STATION (BY OTHERS)

15+00 16+00 17+00 18+00 19+00 20+00

CUT & PATCH
EXISTING ASPHALT
(BY OTHERS)

PROPOSED TYPE-D INLET
STORM STRUCTURE #10
STA: 15+50.32
TOP ELEV: 89.75
N. INV ELEV: 83.00
E. INV ELEV: 83.00
(BY OTHERS)

PROPOSED
22 LF 24" RCP
@ SL=0%
(BY OTHERS)

PROPOSED
152 LF 30" RCP
@ SL=0% (BY OTHERS)

REMOVE & REPLACE EXISTING
ASPHALT DRIVEWAY
W/ CONCRETE DRIVEWAY
(BY OTHERS)

CONTRACTOR TO VERIFY DEPTH OF
EX 7.2KF UE PRIOR TO ORDERING
STORMWATER STRUCTURES &
NOTIFY EOR IF ANY CONFLICTS
ARE DISCOVERED (BY OTHERS)

PROPOSED TYPE-D INLET
STORM STRUCTURE #9
STA: 17+02.28
TOP ELEV: 91.50
E. INV ELEV: 83.00
W. INV ELEV: 83.00
(BY OTHERS)

SILT FENCING
(TYP, SEE DETAIL)
(BY OTHERS)

PROPOSED
219 LF 30" RCP
@ SL=0%
(BY OTHERS)

PROPOSED
4" PVC FM
(BY OTHERS)

EXISTING DITCH
TO BE FILLED
& GRADED TO INLET
(BY OTHERS)

PROPOSED
10 LF 30" PEP
@ SL=0.32%
(BY OTHERS)

CONTRACTOR TO END
30" RCP AT R/W
BOUNDARY AND SEAL
OFF WITH BRICK & MORTAR
(BY OTHERS)

PROPOSED (BY OTHERS)
-4"X3" REDUCER
-4"X4" TEE
W/ T.BLOCK
-(2) 4" GATE VALVES
(PLUG SOUTH VALVE)

PROPOSED TYPE-D INLET
STORM STRUCTURE #8A
STA: 19+85.85
TOP ELEV: 91.00
E. THROAT ELEV: 90.50
E. INV ELEV: 83.00
W. INV ELEV: 83.00
(BY OTHERS)

CONTRACTOR TO INSTALL
PROPOSED STORMWATER
IMPROVEMENTS EAST OF
STRUCTURE 8A

NORTH
NW NE WEST EAST SW SE SOUTH

95 90 85 80

EXISTING GODWIN LANE C/L

PROPOSED GRADE OVER PIPE

EXISTING GRADE OVER PIPE

PROPOSED SMART BOX
STORM STRUCTURE #11
STA: 15+48.53
TOP ELEV: 92.30
INV ELEV: 83.00
(SEE DETAIL)
(BY OTHERS)

EX 18" R.C.P.
W/ MITERED END SECTIONS
W. INV. ELEV. 89.47
E. INV. ELEV. 89.68
(TO BE REMOVED, BY OTHERS)

EX 18" R.C.P.
W/ MITERED END SECTIONS
W. INV. ELEV. 89.95
E. INV. ELEV. 89.98
(TO BE REMOVED, BY OTHERS)

8" WATER MAIN
FOR FUTURE EMBERS
RIDGE SUBDIVISION
(TYP, BY OTHERS)

PROPOSED
65 LF 30" RCP
@ SL=0%
(BY OTHERS)

EX 7.2KV UE
(APPROXIMATE
DEPTH SHOWN
BASED ON
SUE DEPTH)

PROPOSED
152 LF 30" RCP
@ SL=0%
(BY OTHERS)

PROPOSED TYPE-D INLET
STORM STRUCTURE #9
STA: 17+02.28
TOP ELEV: 91.50
E. INV ELEV: 83.00
W. INV ELEV: 83.00
(BY OTHERS)

PROPOSED
219 LF 30" RCP
@ SL=0%
(BY OTHERS)

PROPOSED TYPE-C INLET
STORM STRUCTURE #8
STA: 19+21.34
TOP ELEV: 92.50
S. INV ELEV: 84.50
E. INV ELEV: 83.00
W. INV ELEV: 83.00
(BY OTHERS)

PROPOSED TYPE-D INLET
STORM STRUCTURE #8A
STA: 19+85.85
TOP ELEV: 91.00
E. THROAT ELEV: 90.50
E. INV ELEV: 83.00
W. INV ELEV: 83.00
(BY OTHERS)

PROPOSED TYPE-D INLET
STORM STRUCTURE #10
STA: 15+50.32
TOP ELEV: 89.75
N. INV ELEV: 83.00
E. INV ELEV: 83.00
(BY OTHERS)

CONTRACTOR TO VERIFY DEPTH OF
EX 7.2KF UE PRIOR TO ORDERING
STORMWATER STRUCTURES &
NOTIFY EOR IF ANY CONFLICTS
ARE DISCOVERED (BY OTHERS)

CONTRACTOR TO INSTALL
PROPOSED STORMWATER
IMPROVEMENTS EAST OF
STRUCTURE 8A

HORIZONTAL
11x17 SCALE 1" = 40'
24x36 SCALE 1" = 20'

VERTICAL
11x17 SCALE 1" = 40'
24x36 SCALE 1" = 20'

100% SUBMITTAL
PLOT DATE: 2/5/20

15+00 16+00 17+00 18+00 19+00 20+00

ORIGINATOR (RP) DATE
PRODUCTION CHECKING COMPLETE, READY FOR SUBMITTAL REVIEW (RP)
PHASE ___ REVIEW
SIGNATURE:

ORIGINATOR (QR) Correct (Green Highlighter) Change
CHECKER (RP) (Red Pen X-Out to Diegree or Remark)
CHANGE INCORPORATION (Yellow HighLighter)

VERIFICATION, CHECKER (QR) (Blue Highlighter) DATE
REMARK INCORPORATION (Blue Highlighter) DATE
ORIGINATOR VERIFICATION Correct (Pink Highlighter) DATE

GODWIN LANE REGIONAL POND

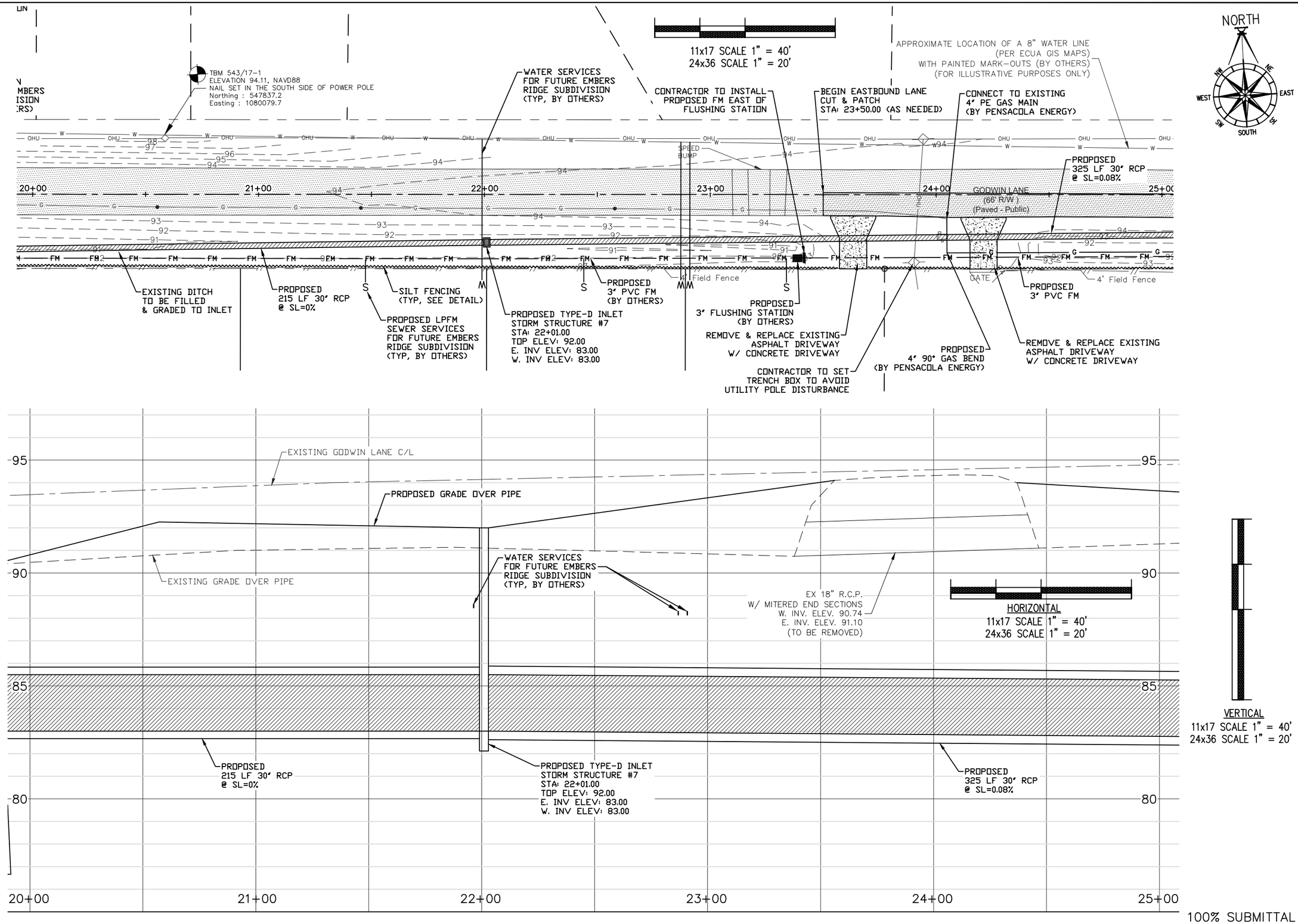
GODWIN LANE - PLAN / PROFILE

DAVID W. FITZPATRICK, P.E., P.A.
FBPE CERTIFICATE OF AUTHORIZATION NO. 00008423
700 N. PALAFOX STREET
PENSACOLA, FL 32534
PHONE: (850) 476-8677 FAX: (850) 476-7708

DESIGNED BY: D. FITZPATRICK
DRAWN BY: A. BURKETT
CHECKED BY: D. FITZPATRICK
PROJECT MANAGER: JOHN ROSENAU
DATE: MAY 2019
FIELD BOOK/ PAGES:
DISTRICT: 1
SECTION/ TOWNSHIP/ RANGE: 33/ 1S/ 31W
REG. FLA. ENG. NO. 47818
SIGNATURE:

NUMBER	REVISIONS	DATE	APPROVED BY
1	30% COUNTY COMMENT REVISIONS	6/18/19	
2	NWFWMD DFC COMMENT REVISIONS	7/19/19	
3	FORCEMAIN & GAS MAIN RELOCATES	9/16/19	
4	REVISED PIPE SIZES	2/5/20	

DRAWING NUMBER 19-006
PROJECT NUMBER -
SURVEY NUMBER 20180161
SHEET C12 OF C25



100% SUBMITTAL
PLOT DATE: 2/5/20

GODWIN LANE REGIONAL POND

GODWIN LANE - PLAN / PROFILE

DAVID W. FITZPATRICK, P.E., P.A.
FBPE CERTIFICATE OF AUTHORIZATION NO. 00008423
10250 N PALAFOX STREET
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PHONE: (850) 476-8677 FAX: (850) 476-7708

DRAWN BY:	A. BURKETT
DATE:	MAY 2019
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DESIGNED BY:	D. FITZPATRICK
PROJECT MANAGER:	JOHN ROSENAU
CHECKED BY:	D. FITZPATRICK
DISTRICT:	1
SECTION / TOWNSHIP / RANGE	38 / 1S / 31W
REG. FLA. ENG. NO.	47818
SIGNATURE:	
DATE:	

NUMBER	REVISIONS	DATE	APPROVED BY
1	30% COUNTY COMMENT REVISIONS	6/10/19	
2	NWFWMD ERP COMMENT REVISIONS	7/19/19	
3	FORCEMAIN & GAS MAIN RELOCATES	9/16/19	
4	REVISED PIPE SIZES	25/20	

DRAWING NUMBER	19-006
PROJECT NUMBER	-
SURVEY NUMBER	20180161
SHEET	C13 OF C25

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PHASE ____ REVIEW
SIGNATURE:

GODWIN LANE (66' R/W) (Paved - Public)

11x17 SCALE 1" = 40'
24x36 SCALE 1" = 20'

TBM 543/16-3
ELEVATION 97.67, NAVD88
"X" SET IN THE NORTHEAST BONNET BOLT OF A FIRE HYDRANT
Northing = 5477180.0
Easting = 1080991.3

NORTH / NW / NE / WEST / EAST / SW / SE / SOUTH

PROPOSED 8 LF 24" RCP EXTENSION TO PROPOSED STRUCTURE

PROPOSED 278 LF 36" RCP @ SL=0.09%

SILT FENCING (TYP, SEE DETAIL)

BT-25
BT-300

CUT & PATCH EASTBOUND LANE (AS NEEDED)

PROPOSED 4" PE GAS MAIN (BY PENSACOLA ENERGY

EXISTING DITCH TO BE FILLED & GRADED TO INLET

PROPOSED 12" STEEL CASING

SPEED BUMP

PROPOSED 3" 90° BEND W/ T.BLOCK

ADDIE GANT LANE (66' R/W) (Paved - Public)

25+00 26+00 27+00 28+00 29+00 30+00

GODWIN LANE (66' R/W) (Paved - Public)

EOP

EX CONCRETE FLUME

5' CONCRETE WALK

PROPOSED TYPE-C INLET
STORM STRUCTURE #6
SAT: 25+26.26
TOP ELEV: 93.50
S. INV ELEV: 88.05± (EXISTING 24" RCP)
E. INV ELEV: 82.75
W. INV ELEV: 82.75

EXISTING DITCH TO BE FILLED & GRADED TO INLET

TEMPORARY GULF POWER POLE BRACING

REMOVE & REPLACE EXISTING CONCRETE DRIVEWAY

PROPOSED TYPE-C INLET
STORM STRUCTURE #5
STA: 28+04.14
TOP ELEV: 94.00
E. INV ELEV: 82.50
W. INV ELEV: 82.50

PROPOSED 3" PVC FM

CUT & PATCH INTERSECTION

APPLE RIDGE DRIVE (50' R/W) (Paved - Public)

BFD-72

PROPOSED 224 LF 36" RCP @ SL=0.11%

5' CONCRETE WALK

EXISTING DITCH TO BE FILLED & GRADED TO INLET

REMOVE BEND & EXTEND EXISTING 3" FM

EX 24" R.C.P. (TANGLEWOOD SD POND DISCHARGE)

PARCEL "A"
HOLDING POND
(PUBLIC POND #924)

TANGLEWOOD
PLAT BOOK 19, PAGE 70

EXISTING GODWIN LANE C/L

PROPOSED GRADE OVER PIPE

EXISTING GRADE OVER PIPE

EX STORM INLET
(FULL OF DEBRIS & WATER)
TOP ELEV. 91.38
INV. ELEV. – PIPE SIZE
(UNDETERMINED)

EX 18" R.C.P.
W/ MITERED END SECTIONS
W. INV. ELEV. 91.92
E. INV. ELEV. 92.03
(TO BE REMOVED)

EXISTING WATER MAIN
(APPOXIMATE DEPTH SHOWN
BASED ON SUE WORK)

EX 18" R.C.P.
W/ MITERED END SECTIONS
W. INV. ELEV. 92.36
E. INV. ELEV. 92.44
(TO BE REMOVED)

EXISTING FO LINE
(ASSUMED DEPTH SHOWN)

EXISTING 4" GAS MAIN
(APPOXIMATE DEPTH SHOWN
BASED ON SUE WORK)

95 90 85 80

PROPOSED TYPE-C INLET
STORM STRUCTURE #6
SAT: 25+26.26
TOP ELEV: 93.50
S. INV ELEV: 88.05± (EXISTING 24" RCP)
E. INV ELEV: 82.75
W. INV ELEV: 82.75

PROPOSED
278 LF 36" RCP
@ SL=0.09%

PROPOSED TYPE-C INLET
STORM STRUCTURE #5
STA: 28+04.14
TOP ELEV: 94.00
E. INV ELEV: 82.50
W. INV ELEV: 82.50

PROPOSED
224 LF 36" RCP
@ SL=0.11%

25+00 26+00 27+00 28+00 29+00 30+00

VERTICAL
11x17 SCALE 1" = 40'
24x36 SCALE 1" = 20'

HORIZONTAL
11x17 SCALE 1" = 40'
24x36 SCALE 1" = 20'

100% SUBMITTAL
PLOT DATE: 2/5/20

PHASE ____ REVIEW
SIGNATURE:

ORIGINATOR (RP) DATE
PRODUCTION CHECKING COMPLETE, READY FOR SUBMITTAL REVIEW (RP)

ORIGINATOR (OR) Correct (Green Highlighter) Change
CHECKER (RP) (Red Pen X-Out to Disagree or Remark)
(Blue Highlighter)
CHANGE INCORPORATION (Yellow Highlighter)

VERIFICATION, CHECKER (OR) (Blue Highlighter) DATE
REMARK INCORPORATION (Blue Highlighter) DATE
ORIGINATOR VERIFICATION Correct (Pink Highlighter) DATE

GODWIN LANE REGIONAL POND

GODWIN LANE - PLAN / PROFILE

DAVID W. FITZPATRICK, P.E., P.A.
FBPE CERTIFICATE OF AUTHORIZATION NO. 00008423
1010 N. PACE BOULEVARD
PENSACOLA, FL 32534
PHONE: (850) 476-8677 FAX: (850) 476-7708

REG. FL.A. ENG. NO. 47818
DATE:
SIGNATURE:

DRAWN BY: A. BURKETT
DESIGNED BY: D. FITZPATRICK
CHECKED BY: D. FITZPATRICK
PROJECT MANAGER: JOHN ROSENAU
DATE: MAY 2019
FIELDBOOK/PAGES:
DISTRICT: 1
SECTION/TOWNSHIP/RANGE 35/1S/31W

NUMBER	REVISIONS	DATE	APPROVED BY
1	30% COUNTY COMMENT REVISIONS	6/1/19	
2	NWFWMD RFP COMMENT REVISIONS	7/1/19	
3	FORCEMAIN & GAS MAIN RELOCATES	9/16/19	
4	REVISED PIPE SIZES	2/5/20	

DRAWING NUMBER 19-006
PROJECT NUMBER -
SURVEY NUMBER 20180161
SHEET C14 OF C25

ADDIE GANT LA
(66' R/W)
(Paved - Publi

EX 24" C.P.P.
N. INV. ELEV. 94.08
S. INV. ELEV. 93.32

CUT & PATCH
EASTBOUND LANE
(AS NEEDED)

REPLACE
EXISTING
SPEED BUMP

BT-25
BT-300

CONNECT EXISTING GAS
SERVICE TO NEW MAIN
(BY PENSACOLA ENERGY)

11x17 SCALE 1" = 40'
24x36 SCALE 1" = 20'

NORTH
NW NE
WEST EAST
SW SE
SOUTH

SPEED
BUMP

30+00 31+00 32+00 33+00 34+00 35+00

GODWIN LANE
(66' R/W)
(Paved - Public)

PROPOSED TYPE-C INLET
STORM STRUCTURE #4
STA: 30+27.96
TOP ELEV: 96.00
6' TALL S. THROAT INV ELEV: 94.50
N. INV ELEV: 93.32 (EXISTING 24" CPP)
E. INV ELEV: 82.25
W. INV ELEV: 82.25

TEMPORARY GULF
POWER POLE
BRACING FOR
REMAINING POLE

TEMPORARY
20'X30'
CONSTRUCTION
EASEMENT

30'
20

EXISTING 15' PRIVATE
DRAINAGE/ACCESS
EASEMENT

PROPOSED
400 LF 36" RCP
@ SL=0.25%

SILT FENCING
(TYP, SEE DETAIL)

REMOVE & REPLACE EXISTING
GRAVEL DRIVEWAY
W/ CONCRETE DRIVEWAY

CONTRACTOR TO SET
TRENCH BOX TO AVOID
UTILITY POLE DISTURBANCE

PROPOSED
4" PE GAS MAIN
(BY PENSACOLA ENERGY

6' W.P.F.

PROPOSED TYPE-C INLET
STORM STRUCTURE #3
STA: 34+27.96
TOP ELEV: 95.75
E. INV ELEV: 81.25
W. INV ELEV: 81.25

HUNTER'S BEND
PLAT BOOK 16, PAGE 45

EXISTING GODWIN LANE C/L

EXISTING GRADE OVER PIPE

EXISTING 3"FORCEMAIN
(APPOXIMATE DEPTH SHOWN
BASED ON SUE WORK)

EXISTING 4" GAS MAIN
(APPOXIMATE DEPTH SHOWN
BASED ON SUE WORK)

PROPOSED GRADE OVER PIPE

HORIZONTAL
11x17 SCALE 1" = 40'
24x36 SCALE 1" = 20'

VERTICAL
11x17 SCALE 1" = 40'
24x36 SCALE 1" = 20'

PROPOSED TYPE-C INLET
STORM STRUCTURE #4
STA: 30+27.96
TOP ELEV: 96.00
6' TALL THROAT INV ELEV: 94.50
N. INV ELEV: 93.32 (EXISTING 24" CPP)
E. INV ELEV: 82.25
W. INV ELEV: 82.25

PROPOSED TYPE-C INLET
STORM STRUCTURE #3
STA: 34+27.96
TOP ELEV: 95.75
E. INV ELEV: 81.25
W. INV ELEV: 81.25

PROPOSED
400 LF 36" RCP
@ SL=0.25%

100 95 90 85 80

30+00 31+00 32+00 33+00 34+00 35+00

100% SUBMITTAL
PLOT DATE: 2/5/20

VERIFICATION, CHECKER (QR) DATE (Blue Highlighter)
REMARK INCORPORATION DATE (Blue Highlighter)
ORIGINATOR VERIFICATION DATE Correct (Pink Highlighter)

ORIGINATOR (RP) DATE Correct (Green Highlighter) Change
PRODUCTION CHECKING COMPLETE, READY FOR SUBMITTAL REVIEW (RP) CHECKER (RP) (Red Pen X-Out to Disagree or Remark)
CHANGE INCORPORATION (Yellow Highlighter)

PHASE ___ REVIEW
SIGNATURE:

GODWIN LANE REGIONAL POND

PLAN / PROFILE

DAVID W. FITZPATRICK, P.E., P.A.
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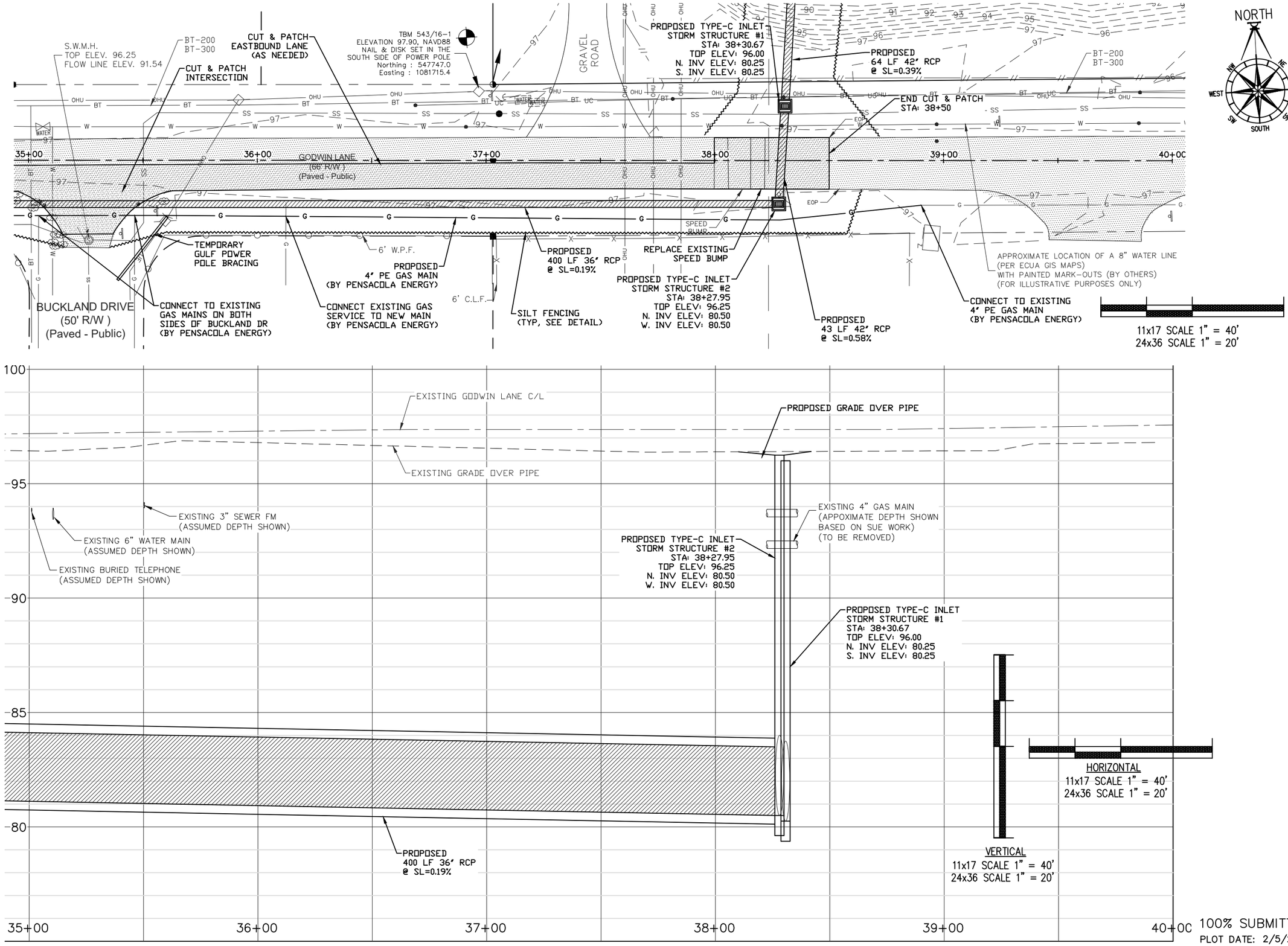
PHONE: (850) 476-8677 FAX: (850) 476-7708

DESIGNED BY:	CHECKED BY:	REG. P.E. & ENG. NO.	DATE:
D. FITZPATRICK	D. FITZPATRICK	47818	
DRAWN BY:	PROJECT MANAGER:	DISTRICT: 1	SIGNATURE:
A. BURKETT	JOHN BOSENAU	SECTION/ TOWNSHIP/ RANGE: 35/ 1S/ 31W	
DATE: MAY 2019	FIELD BOOK/ PAGES:		

NUMBER	REVISIONS	DATE	APPROVED BY
1	30% COUNTY COMMENT REVISIONS	6/1019	
2	NWFWMD EIP COMMENT REVISIONS	7/1019	
3	FORCEMAIN & GAS MAIN RELOCATES	9/1619	
4	REVISED PIPE SIZES	2/520	

DRAWING NUMBER 19-006
PROJECT NUMBER -
SURVEY NUMBER 20180161
SHEET C15 OF C25



100% SUBMITTAL
PLOT DATE: 2/5/20

GODWIN LANE REGIONAL POND

GODWIN LANE - PLAN / PROFILE

DAVID W. FITZPATRICK, P.E., P.A.
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DRAWN BY:	A. BURKETT
DESIGNED BY:	D. FITZPATRICK
CHECKED BY:	D. FITZPATRICK
REG. FLA. ENG. NO.	47818
DATE:	MAY 2019
PROJECT MANAGER:	JOHN ROSENAU
DISTRICT:	1
SECTION / TOWNSHIP / RANGE	38 / 1S / 31W
FIELD BOOK / PAGES:	
SIGNATURE:	
DATE:	

NUMBER	REVISIONS	DATE	APPROVED BY
1	30% COUNTY COMMENT REVISIONS	6/10/19	
2	NWFWMD EIP COMMENT REVISIONS	7/19/19	
3	FORCEMAIN & GAS MAIN RELOCATES	9/16/19	
4	REVISED PIPE SIZES	2/5/20	

DRAWING NUMBER	19-006
PROJECT NUMBER	-
SURVEY NUMBER	20180161
SHEET	C16 OF C25

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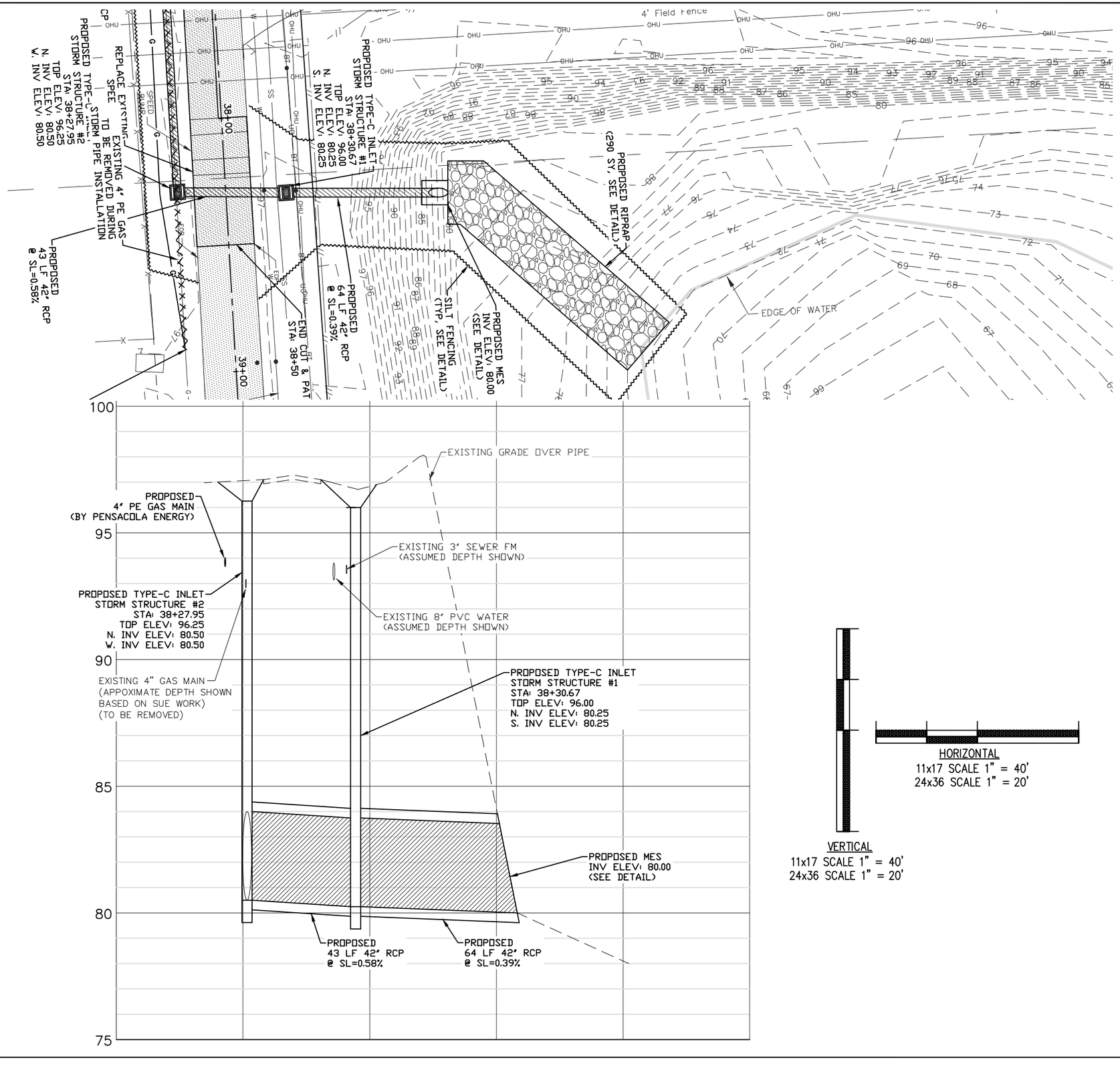
CHANGE INCORPORATION DATE
(Yellow HighLighter)

VERIFICATION, CHECKER (QR) DATE
(Blue Highlighter)
REMARK INCORPORATION DATE
(Blue Highlighter)
ORIGINATOR VERIFICATION DATE
Correct (Pink Highlighter)

GODWIN LANE
REGIONAL POND

REGIONAL POND - PLAN / PROFILE



VERTICAL
11x17 SCALE 1" = 40'
24x36 SCALE 1" = 20'

HORIZONTAL
11x17 SCALE 1" = 40'
24x36 SCALE 1" = 20'

100% SUBMITTAL
PLOT DATE: 2/5/20

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PHONE: (850) 476-8677 FAX: (850) 476-7708

DESIGNED BY:	CHECKED BY:	REG. P.E. ENG. NO.	DATE:
D. FITZPATRICK	D. FITZPATRICK	47818	
PROJECT MANAGER:	DISTRICT:	SIGNATURE:	
JOHN ROSENAU	1		
DRAWN BY:	SECTION/ TOWNSHIP/ RANGE		
A. BURKETT	38 / 1S / 31W		
DATE:	FIELDBOOK/ PAGES:		
MAY 2019	-		

NUMBER	REVISIONS	DATE	APPROVED BY:
1	30% COUNTY COMMENT REVISIONS	6/1019	
2	NWFWMD E/P COMMENT REVISIONS	7/1939	
3	FORCEMAIN & GAS MAIN RELOCATES	9/1639	
4	REVISED PIPE SIZES	2/520	

DRAWING NUMBER	19-006
PROJECT NUMBER	-
SURVEY NUMBER	20180161
SHEET	C17 OF C25

PHASE ____ REVIEW		ORIGINATOR (RP)	DATE	ORIGINATOR (DK)	Correct (Green Highlighter) Change
		PRODUCTION CHECKING COMPLETE, READY FOR SUBMITTAL REVIEW (RP)		CHECKER (RP)	(Red Pen X-Out to Disagree or Remark)
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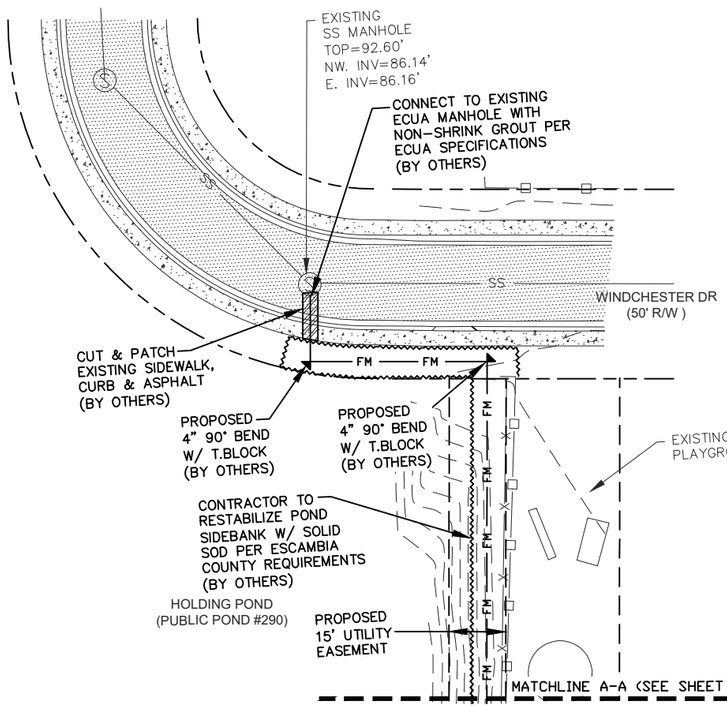
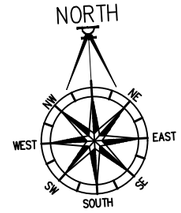


11x17 SCALE 1" = 40'
24x36 SCALE 1" = 20'



GODWIN LANE REGIONAL POND

SPRINGFIELD SEWER

PHASE ____ REVIEW	ORIGINATOR (RP)	DATE	ORIGINATOR (OR)	Correct (Green Highlighter) Change
	PRODUCTION CHECKING COMPLETE, READY FOR SUBMITTAL REVIEW (RP)		CHECKER (RP) (Orig. Eng.)	(Red Pen X-Out to Disagree or Remark)
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REMARK INCORPORATION	(Blue Highlighter)	DATE
ORIGINATOR VERIFICATION	Correct (Pink Highlighter)	DATE

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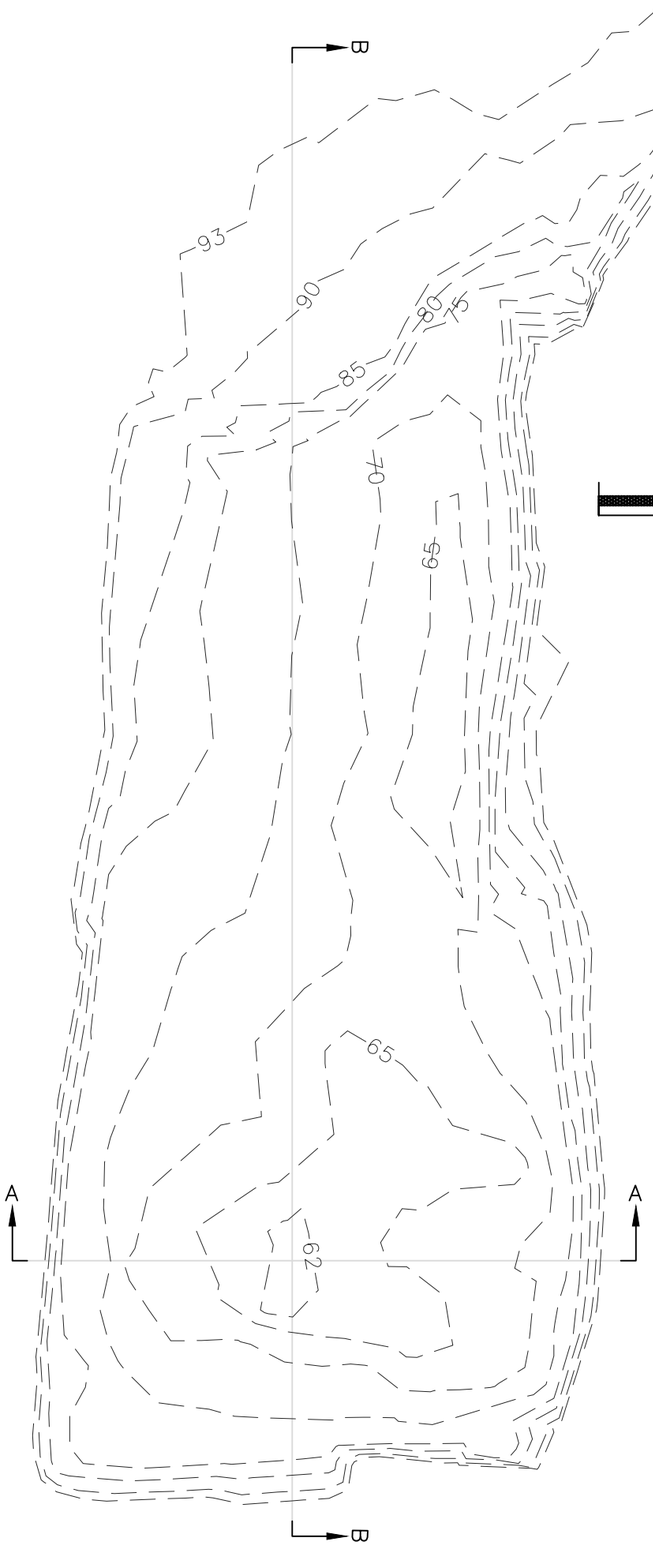
D. FITZPATRICK	D. FITZPATRICK	47818
PROJECT MANAGER:	DISTRICT:	SIGNATURE:
JOHN ROSENAU	1	

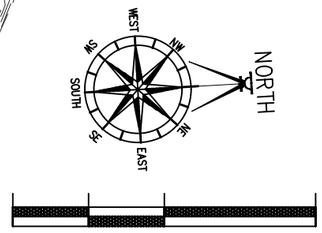
DRAWN BY:	DATE:	SECTION / TOWNSHIP / RANGE
A. BURKETT	MAY 2019	35 / 1 S / 31W
	FIELD BOOK / PAGES:	

NUMBER	REVISIONS	DATE	APPROVED BY
1	20% COUNTY COMMENT REVISIONS	6/19/19	
2	NWFWMD RP COMMENT REVISIONS	7/19/19	
3	FORCEMAIN & GAS MAIN RELOCATES	9/16/19	
4	REVISED PIPE SIZES	2/5/20	

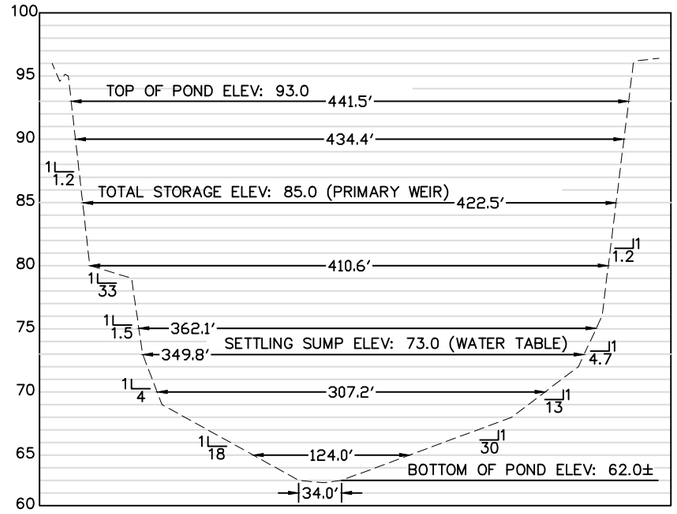
DRAWING NUMBER	19-006
PROJECT NUMBER	-
SURVEY NUMBER	20180161
SHEET	C18 OF C25

100% SUBMITTAL
PLOT DATE: 2/5/20

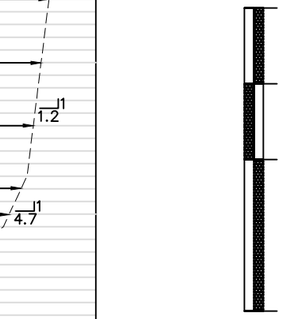




11x17 SCALE 1" = 120'
24x36 SCALE 1" = 60'

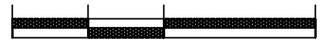


POND SECTION A–A

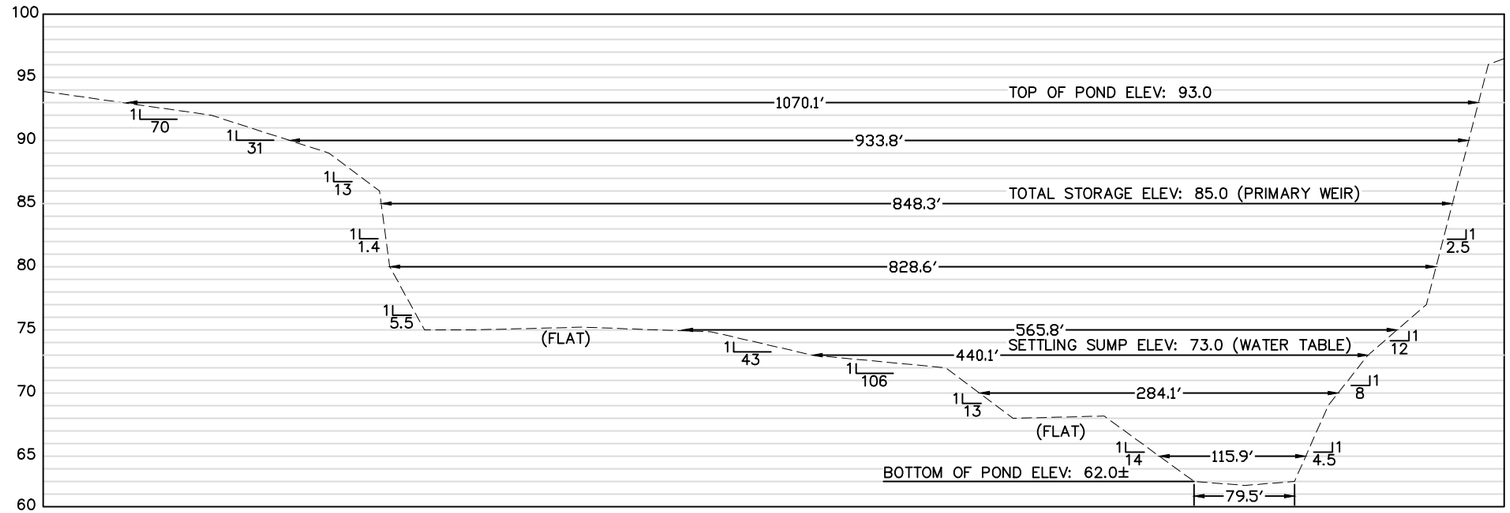


VERTICAL
11x17 SCALE 1" = 120'
24x36 SCALE 1" = 60'

NOTE: OUTSIDE OF THE PROPOSED INLET PIPE AND RIPRAP, NO DISTURBANCE IS TO TAKE PLACE WITHIN THE POND. THE POND SIDE SLOPES ARE TO REMAIN NATURAL



HORIZONTAL
11x17 SCALE 1" = 120'
24x36 SCALE 1" = 60'



POND SECTION B–B

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PLOT DATE: 2/5/20

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SIGNATURE:

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CHANGE INCORPORATION (Yellow HighLighter)
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REMARK INCORPORATION (Blue Highlighter) DATE
ORIGINATOR VERIFICATION Correct (Pink Highlighter) DATE

GODWIN LANE REGIONAL POND

REGIONAL POND - CROSS-SECTIONS

DAVID W. FITZPATRICK, P.E., P.A.
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DRAWN BY:	A. BURKETT
CHECKED BY:	D. FITZPATRICK
PROJECT MANAGER:	JOHN ROSENAU
DATE:	MAY 2019
DISTRICT:	1
REG. FLA. ENG. NO.	47818
SIGNATURE:	
FIELD BOOK / PAGES:	
SECTION / TOWNSHIP / RANGE	35 / 1S / 31W

NUMBER	REVISIONS	DATE	APPROVED BY
1	30% COUNTY COMMENT REVISIONS	6/1/19	
2	NWFWMD DEP COMMENT REVISIONS	7/19/19	
3	FORCEMAIN & GAS MAIN RELOCATES	9/16/19	
4	REVISED PIPE SIZES	2/5/20	

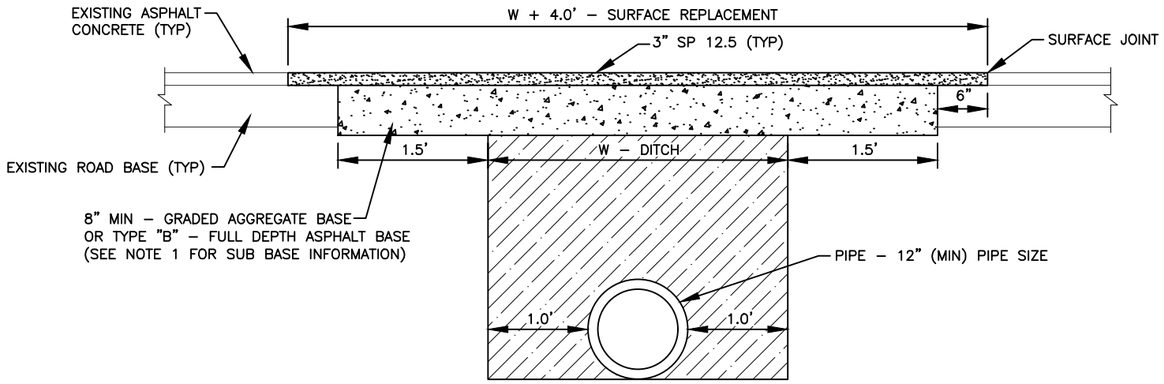
DRAWING NUMBER 19-006
PROJECT NUMBER -
SURVEY NUMBER 20180161
SHEET C19 OF C25

CUT & PATCH NOTES:

1. PATCH WORK SUB BASE MATERIAL TO BE PLACED IN 8" LAYERS (MAX). EACH LAYER TO BE TAMPED TO A MINIMUM OF 40 LBR

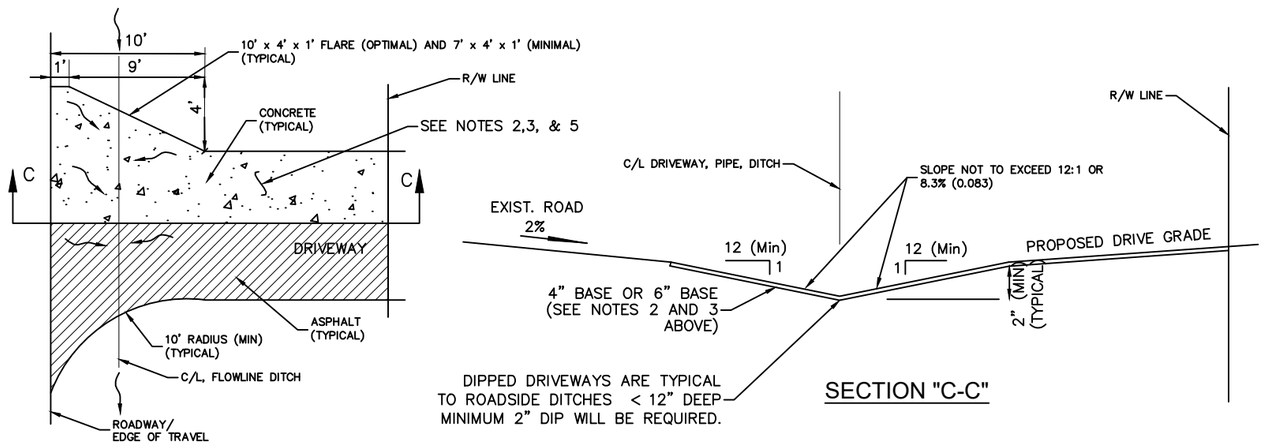
2. ROAD CUTS SHALL BE MECHANICALLY SAW CUT TO FORM A SURFACE PAVEMENT JOINT AND TACK COATED ALONG THE FACE OF CUT JOINTS PRIOR TO ASPHALT PLACEMENT

3. LONGITUDINAL ROAD CUTS OF LESS THAN ONE–HALF PAVEMENT WIDTH TO BE PATCHED SAME AS LATERAL PATCH. LONGITUDINAL ROAD CUTS ONE–HALF OR GREATER TO BE PATCHED WITH SAME BASE MATERIAL AND ENTIRE ROAD WIDTH RESURFACED.

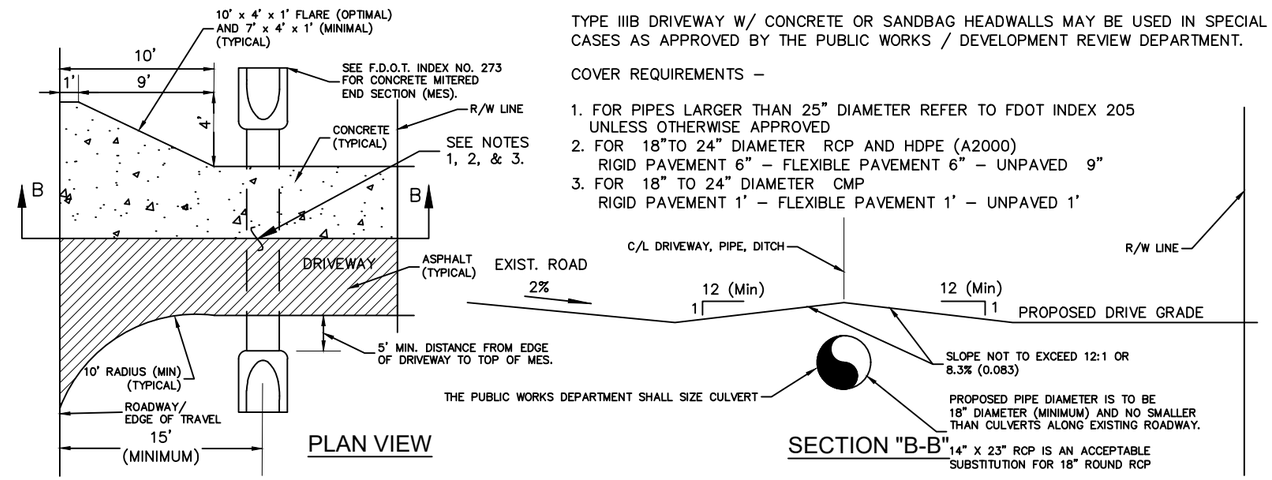


ASPHALT CUT & PATCH DETAIL
FOR LATERAL CUTS
N.T.S.

TYPE II DIPPED DRIVEWAY WITHOUT CROSS PIPE (CULVERT)



TYPE III-A CROSS PIPE (CULVERT) DRIVEWAY



NOTES:

TYPE IIIB DRIVEWAY W/ CONCRETE OR SANDBAG HEADWALLS MAY BE USED IN SPECIAL CASES AS APPROVED BY THE PUBLIC WORKS / DEVELOPMENT REVIEW DEPARTMENT.

COVER REQUIREMENTS –

1. FOR PIPES LARGER THAN 25" DIAMETER REFER TO FDOT INDEX 205 UNLESS OTHERWISE APPROVED
2. FOR 18"TO 24" DIAMETER RCP AND HDPE (A2000) RIGID PAVEMENT 6" – FLEXIBLE PAVEMENT 6" – UNPAVED 9"
3. FOR 18" TO 24" DIAMETER CMP RIGID PAVEMENT 1' – FLEXIBLE PAVEMENT 1' – UNPAVED 1'

DRIVEWAY NOTES:

1) ALL MATERIALS AND LABOR FOR INSTALLATION WILL BE THE RESPONSIBILITY OF THE PROPERTY OWNER/CONTRACTOR.

2) DRIVEWAYS ABUTTING PAVED ROADS SHALL BE 4" TO 6" CONCRETE WITH 4" STABILIZED SUB GRADE – 95% COMPACTION (MODIFIED PROCTOR) WITH LBR 40 BETWEEN EDGE OF ROADWAY AND R/W LINE. COMPACTION AND TESTING IF NECESSARY, THIS WILL BE THE RESPONSIBILITY OF THE OWNER/CONTRACTOR.

3) IF NECESSARY, REFER TO FDOT INDEX DETAILS AS REFERENCED BELOW.

4) RADIUS OR FLARE IS REQUIRED FOR TYPE II OR TYPE III CONNECTIONS. SEE DETAIL.

5) TYPICAL DRIVEWAY SECTIONS ARE TO BE 12' WIDE MINIMUM.

100% SUBMITTAL
PLOT DATE: 2/5/20

GODWIN LANE
REGIONAL POND
DETAILS

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PHONE: (850) 476–8677 FAX: (850) 476–7708

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D. FITZPATRICK	D. FITZPATRICK	47818
DRAWN BY:	PROJECT MANAGER:	DISTRICT:
A. BURKETT	JOHN ROSENAU	1
DATE:	FIELD BOOK / PAGES	SECTION / TOWNSHIP / RANGE
MAY 2019		35 / 1S / 31W

NUMBER	REVISIONS	DATE	APPROVED BY
1	30% COUNTY COMMENT REVISIONS	6/18/19	
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3	FORCEMAIN & GAS MAIN RELOCATES	9/16/19	
4	REVISED PIPE SIZES	2/5/20	

DRAWING NUMBER 19-006
PROJECT NUMBER -
SURVEY NUMBER 20180161
SHEET C20 OF C25

PHASE ___ REVIEW
SIGNATURE:

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(Blue Part) CHANGE INCORPORATION (Yellow HighLighter)

VERIFICATION, CHECKER (QR) (Blue Highlighter) DATE
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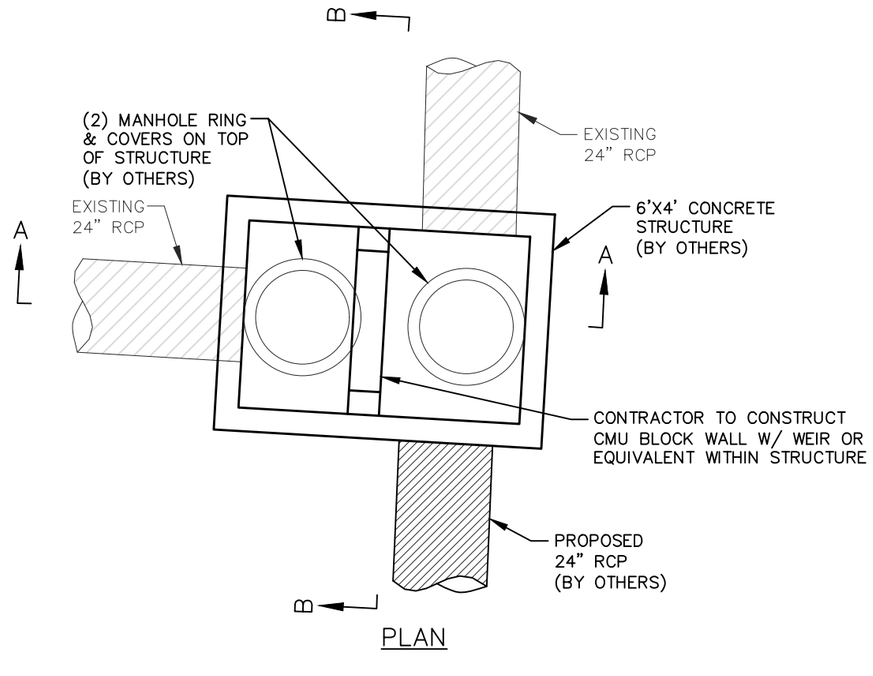
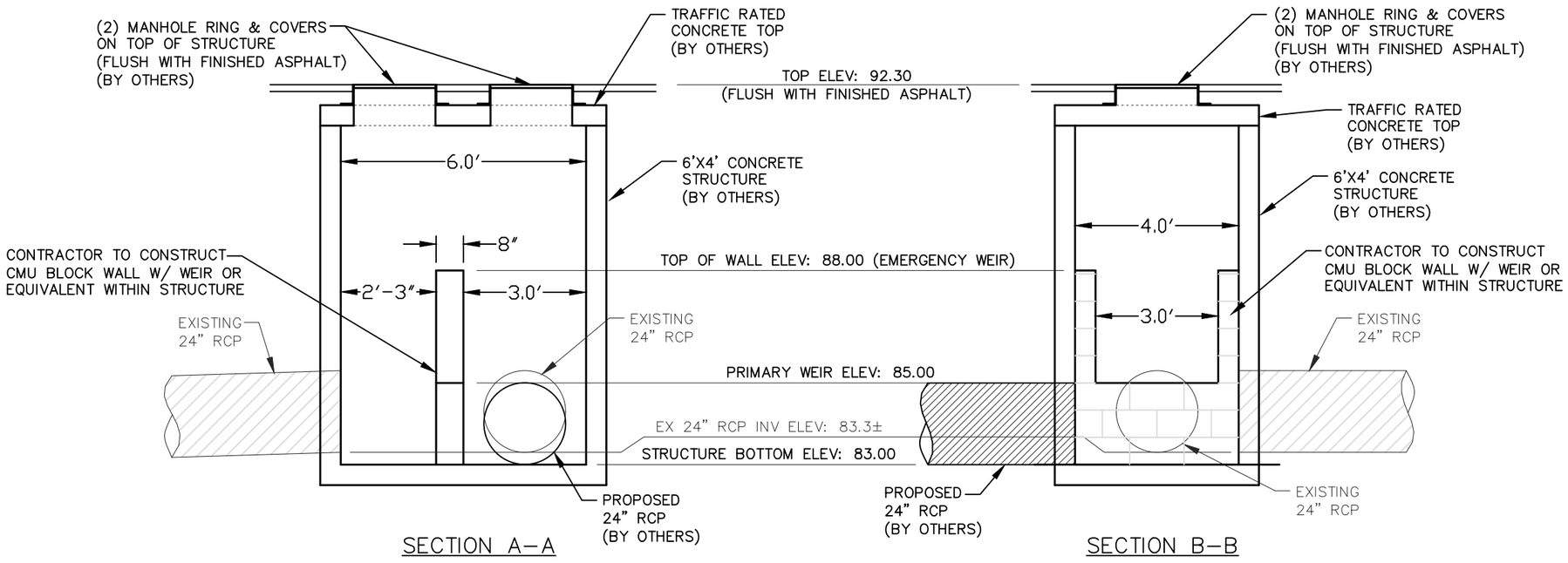


PLAN



SMART BOX STRUCTURE #11 DETAIL
NTS

100% SUBMITTAL
PLOT DATE: 2/5/20

PHASE ____ REVIEW
SIGNATURE:

	DATE
ORIGINATOR (RP)	
PRODUCTION CHECKING COMPLETE, READY FOR SUBMITTAL REVIEW (RP)	
CHECKER (RP) (Red Pen)	
CHANGE INCORPORATION	

ORIGINATOR (OR) Correct (Green Highlighter) Change
CHECKER (RP) (Red Pen X-Out to Disagree or Remark)
CHANGE INCORPORATION (Yellow HighLighter)

	DATE
VERIFICATION, CHECKER (OR)	(Blue Highlighter)
REMARK INCORPORATION	(Blue Highlighter)
ORIGINATOR VERIFICATION	Correct (Pink Highlighter)

GODWIN LANE REGIONAL POND

DETAILS

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PROJECT MANAGER:	JOHN ROSENAU
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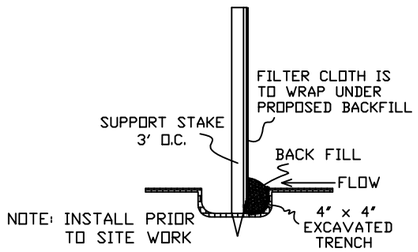
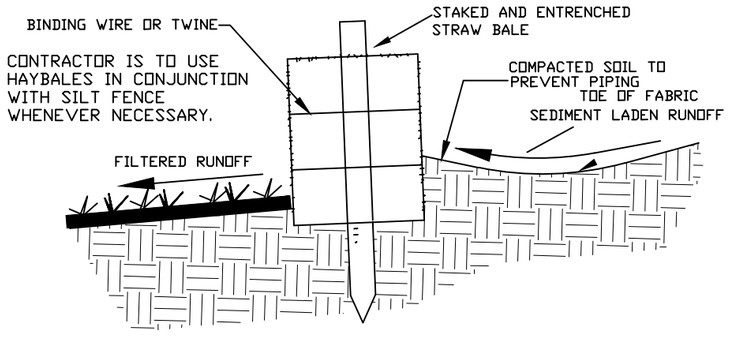
DISTRICT:	1
SECTION / TOWNSHIP / RANGE	35 / 1S / 31W
SIGNATURE:	
DATE:	

NUMBER	REVISIONS	DATE	APPROVED BY
1	30% COUNTY COMMENT REVISIONS	6/1/19	
2	NWFWMD RFP COMMENT REVISIONS	7/1/19	
3	FORCEMAIN & GASMAIN RELOCATES	9/16/19	
4	EXTENDED PIPE SIZES	2/5/20	

DRAWING NUMBER	19-006
PROJECT NUMBER	-
SURVEY NUMBER	20180161
SHEET	C21 OF C25



SILT FENCE DETAIL
NTS



HAYBALE DETAIL
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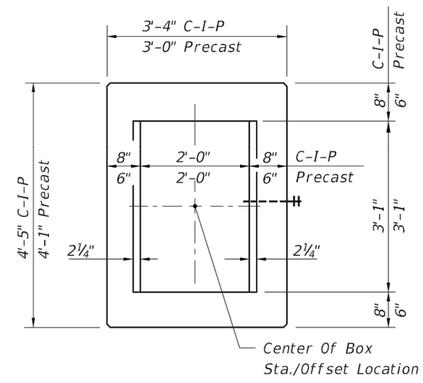

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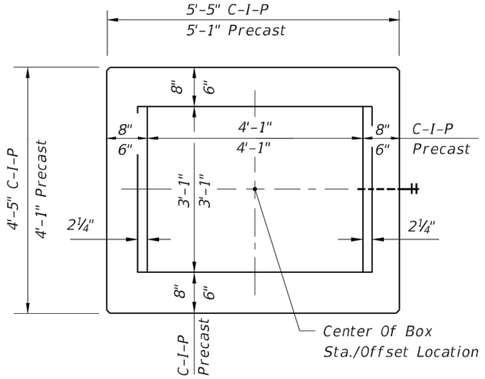

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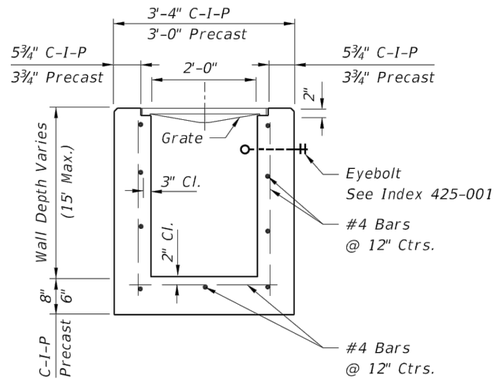


SECTION

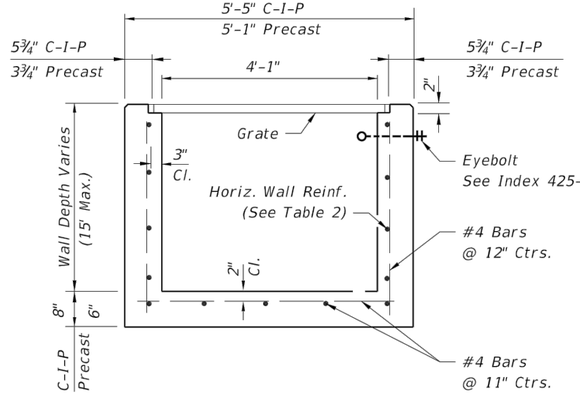
HORIZONTAL WALL REINFORCING SCHEDULES (TABLE 1)

WALL DEPTH	SCHEDULE	AREA (in.²/ft.)	MAX. SPACING	
			BARS	WWF
0'-15'	A12	0.20	12"	8"

TYPE C

Recommended Maximum Pipe Size:

2'-0" Wall - 18" Pipe
3'-1" Wall - 24" Pipe (18" where an 18" pipe enters a 2'-0" wall)



SECTION

HORIZONTAL WALL REINFORCING SCHEDULES (TABLE 2)

WALL DEPTH	SCHEDULE	AREA (in.²/ft.)	MAX. SPACING	
			BARS	WWF
0'-6'	A12	0.20	12"	8"
6'-10'	A6	0.20	6"	5"
10'-13'	A4	0.20	4"	3"
10'-15'	B5.5	0.24	5½"	5"

TYPE D

Recommended Maximum Pipe Size:

3'-1" Wall - 24" Pipe
4'-1" Wall - 36" Pipe

100% SUBMITTAL
PLOT DATE: 2/5/20

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REMARK INCORPORATION (Blue Highlighter) DATE
ORIGINATOR VERIFICATION Correct (Pink Highlighter) DATE

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ORIGINATOR (RP) CHANGE INCORPORATION (Yellow Highlighter)
PRODUCTION CHECKING COMPLETE, READY FOR SUBMITTAL REVIEW (RP)

PHASE ____ REVIEW
SIGNATURE:

GODWIN LANE REGIONAL POND

DETAILS

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NUMBER	REVISIONS	DATE	APPROVED BY
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2	NWFWMD EPC COMMENT REVISIONS	7/1019	
3	FORCEMAIN & GASMAIN RELOCATES	9/1619	
4	REVISED PIPE SIZES	2/520	

DESIGNED BY: D. FITZPATRICK
DRAWN BY: A. BURKETT
CHECKED BY: D. FITZPATRICK
PROJECT MANAGER: JOHN ROSENAU
DATE: MAY 2019
FIELDBOOK / PAGES:
REG. P.E. & ENG. NO. 47818
DATE:
SIGNATURE:
DISTRICT: 1
SECTION / TOWNSHIP / RANGE 33 / 1S / 31W

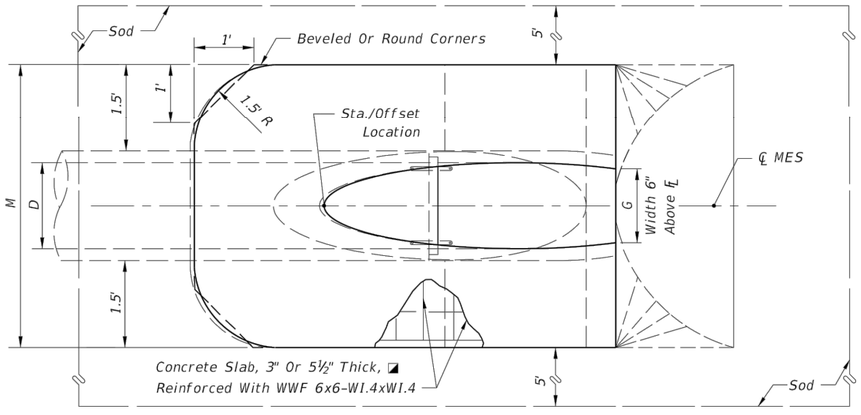
DRAWING NUMBER 19-006
PROJECT NUMBER -
SURVEY NUMBER 20180161
SHEET C22 OF C25

DIMENSIONS AND QUANTITIES

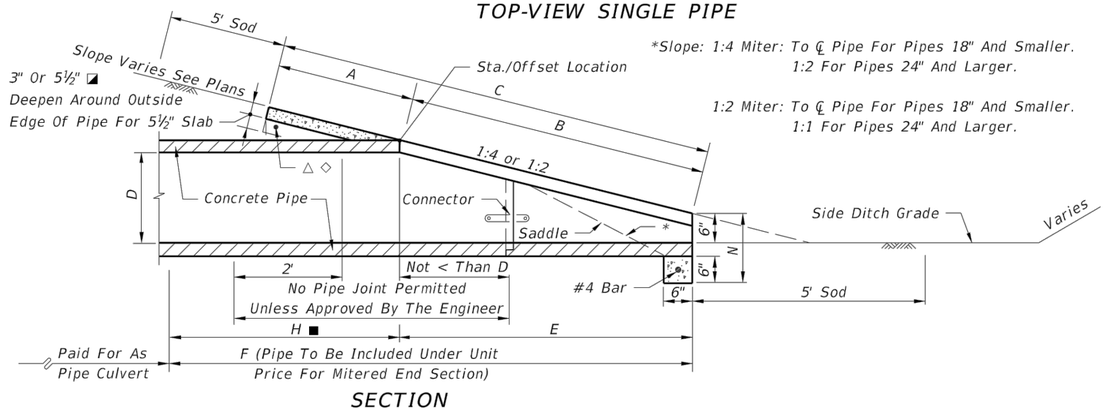
	D	X	A	B	C	E	F	G	H ■	M Single Pipe	M Double Pipe	M Triple Pipe	M Quad. Pipe	N	5½" CONCRETE SLAB (CY) ◪ Single Pipe	5½" CONCRETE SLAB (CY) ◪ Double Pipe	5½" CONCRETE SLAB (CY) ◪ Triple Pipe	5½" CONCRETE SLAB (CY) ◪ Quad. Pipe	SODDING (SY) Single Pipe	SODDING (SY) Double Pipe	SODDING (SY) Triple Pipe	SODDING (SY) Quad. Pipe
1:2 Slope	15"	2'-7"	1.92'	2.18'	4.10'	2.06'	5'	1.22'	2.9'	4.63'	7.21'	9.79'	12.37'	1.19'	0.38	0.58	0.77	0.96	21	24	27	30
	18"	2'-10"	1.97'	2.74'	4.71'	2.56'	6'	1.41'	3.4'	4.92'	7.75'	10.58'	13.42'	1.21'	0.44	0.65	0.87	1.09	22	25	28	31
	24"	3'-5"	2.06'	3.85'	5.91'	3.56'	7'	1.73'	3.4'	5.50'	8.92'	12.33'	15.75'	1.25'	0.54	0.83	1.12	1.42	24	28	32	35
	30"	4'-3"	2.15'	4.95'	7.10'	4.56'	8'	2.00'	3.4'	6.08'	10.33'	14.58'	18.83'	1.29'	0.66	1.09	1.50	1.91	26	31	35	40
	36"	5'-1"	2.25'	6.08'	8.33'	5.56'	9'	2.24'	3.4'	6.67'	11.75'	16.83'	21.92'	1.33'	0.81	1.38	1.95	2.51	28	34	39	45
	42"	6'-0"	2.34'	7.21'	9.55'	6.56'	10'	2.45'	3.4'	7.25'	13.25'	19.25'	25.25'	1.38'	0.97	1.70	2.45	3.19	30	37	43	50
	48"	6'-9"	2.43'	8.33'	10.76'	7.56'	11'	2.65'	3.4'	7.83'	14.58'	21.33'	28.08'	1.42'	1.13	2.04	2.93	3.84	32	39	47	54
	54"	7'-8"	2.52'	9.44'	11.96'	8.56'	12'	2.83'	3.4'	8.42'	16.08'	23.75'	31.42'	1.46'	1.31	2.44	3.58	4.72	34	42	51	59
	60"	8'-6"	2.62'	10.56'	13.18'	9.56'	14'	3.00'	4.4'	9.00'	17.50'	26.00'	34.50'	1.50'	1.51	2.89	4.28	5.68	36	45	55	64
	66"	9'-2"	2.71'	11.68'	14.39'	10.56'	15'	3.18'	4.4'	9.58'	18.75'	27.92'	37.08'	1.54'	1.68	3.25	4.84	6.43	38	48	58	68
	72"	10'-0"	2.80'	12.80'	15.60'	11.56'	16'	3.30'	4.4'	10.16'	20.16'	30.16'	40.16'	1.58'	1.89	3.74	5.59	7.45	40	51	62	73
1:4 Slope	15"	2'-7"	2.27'	4.09'	6.36'	4.03'	8'	1.22'	4.0'	4.63'	7.21'	9.79'	12.37'	1.19'	0.57	0.87	1.15	1.44	23	26	29	32
	18"	2'-10"	2.36'	5.12'	7.48'	5.03'	9'	1.41'	4.0'	4.92'	7.75'	10.58'	13.42'	1.21'	0.66	0.99	1.31	1.65	25	28	31	35
	24"	3'-5"	2.53'	7.18' △	9.71'	7.03' △	11'	1.73'	4.0'	5.50'	8.92'	12.33'	15.75'	1.25'	0.85	1.30	1.75	2.20	28	32	36	40
	30"	4'-3"	2.70'	9.25'	11.95'	9.03'	13'	2.00'	4.0'	6.08'	10.33'	14.58'	18.83'	1.29'	1.10	1.74	2.39	3.05	31	36	41	46
	36"	5'-1"	2.87'	11.31' ◇	14.18'	11.03' ◇	15'	2.24'	4.0'	6.67'	11.75'	16.83'	21.92'	1.33'	1.32	2.21	3.08	3.96	34	40	46	52
	42"	6'-0"	3.05'	13.37'	16.42'	13.03'	17'	2.45'	4.0'	7.25'	13.25'	19.25'	25.25'	1.38'	1.58	2.76	3.91	5.09	38	44	51	58
	48"	6'-9"	3.22'	15.43'	18.65'	15.03'	19'	2.65'	4.0'	7.83'	14.58'	21.33'	28.08'	1.42'	1.85	3.30	4.73	6.17	41	48	56	63
	54"	7'-8"	3.39'	17.49'	20.88'	17.03'	21'	2.83'	4.0'	8.42'	16.08'	23.75'	31.42'	1.46'	2.14	3.95	5.77	7.58	44	52	61	69
	60"	8'-6"	3.56'	19.55'	23.11'	19.03'	23'	3.00'	4.0'	9.00'	17.50'	26.00'	34.50'	1.50'	2.45	4.66	6.87	9.07	47	56	66	75
	66"	9'-2"	3.73'	21.62'	25.35'	21.03'	25'	3.18'	4.0'	9.58'	18.75'	27.92'	37.08'	1.54'	2.88	5.54	8.18	10.84	49	59	69	80
	72"	10'-0"	3.91'	23.68'	27.59'	23.03'	27'	3.30'	4.0'	10.16'	20.16'	30.16'	40.16'	1.58'	3.54	6.61	9.87	13.13	52	63	74	85

B	E	
△ 6.42'	△ 6.25'	Dimensions permitted to allow use of 8' standard pipe lengths.
◇ 10.40'	◇ 10.10'	Dimensions permitted to allow use of 12' standard pipe lengths.

△ ◇ Concrete slab shall be deepened to form bridge across crown of pipe. See section below.



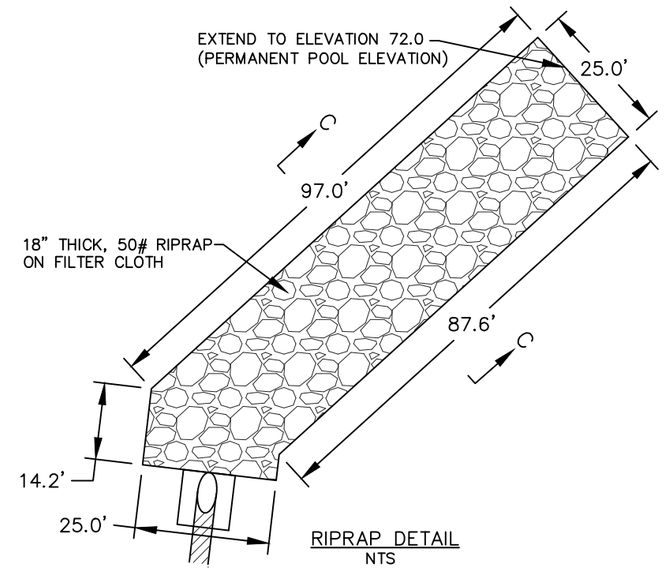
TOP-VIEW SINGLE PIPE



*Slope: 1:4 Miter: To ℄ Pipe For Pipes 18" And Smaller.
1:2 For Pipes 24" And Larger.

1:2 Miter: To ℄ Pipe For Pipes 18" And Smaller.
1:1 For Pipes 24" And Larger.

SECTION



RIPRAP DETAIL
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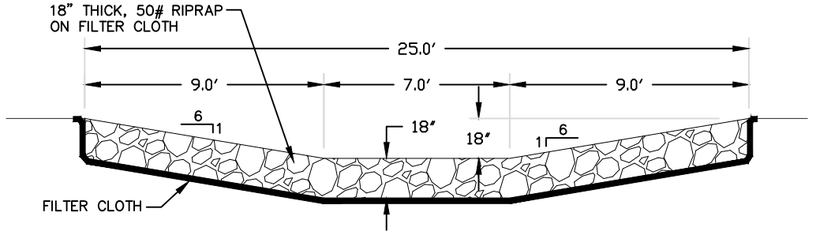

SECTION C–C
NTS

100% SUBMITTAL
PLOT DATE: 2/5/20

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REMARK INCORPORATION (Blue Highlighter) DATE
ORIGINATOR VERIFICATION Correct (Pink Highlighter) DATE

ORIGINATOR (RP) DATE
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CHECKER (QR) Correct (Green Highlighter) Change
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CHANGE INCORPORATION (Yellow Highlighter)

PHASE ____ REVIEW
SIGNATURE:

GODWIN LANE
REGIONAL POND
DETAILS

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DATE: MAY 2019	PROJECT MANAGER: JOHN ROSENAU	DISTRICT: 1	SIGNATURE:	
FIELD BOOK: PAGES:		SECTION/ TOWNSHIP/ RANGE: 35E / 1S / 31W		

NUMBER	REVISIONS	DATE	APPROVED BY
1	30% COUNTY COMMENT REVISIONS	6/2019	
2	NWFWMD RIP COMMENT REVISIONS	7/2019	
3	FORCEMAIN & GAS MAIN RELOCATES	9/2019	
4	REVISED PIPE SIZES	2/20	

DRAWING NUMBER 19-006
PROJECT NUMBER -
SURVEY NUMBER 20180161
SHEET C23 OF C25

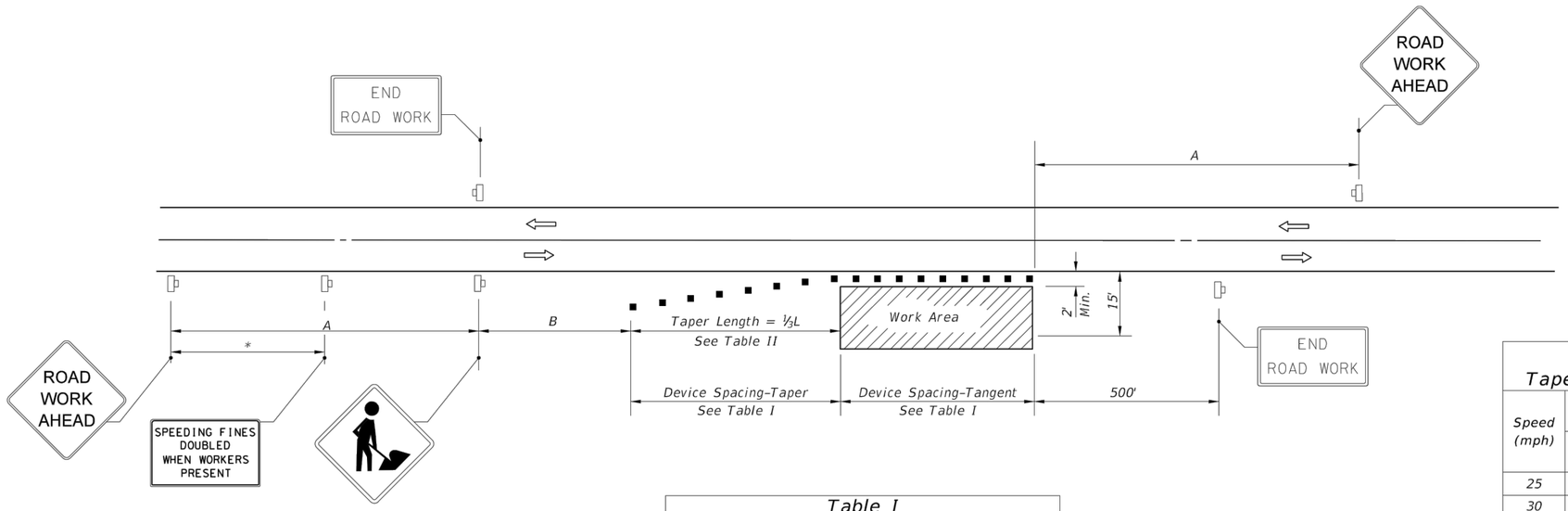

Table I
Device Spacing

Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barricades or Vertical Panels or Drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100

Table II
Taper Length - Shoulder

Speed (mph)	⅓L (ft)			Notes
	8' Shldr.	10' Shldr.	12' Shldr.	
25	28	35	42	$L=\frac{WS^2}{60}$
30	40	50	60	
35	55	68	82	
40	72	90	107	
45	120	150	180	L=WS
50	133	167	200	
55	147	183	220	
60	160	200	240	
65	173	217	260	
70	187	233	280	

8' minimum shoulder width

⅓L = Length of shoulder taper in feet

W = Width of total shoulder in feet (combined paved and unpaved width)

S = Posted speed limit (mph)

DISTANCE BETWEEN SIGNS

Speed	Spacing (ft.)	
	A	B
40 mph or less	200	200
45 mph	350	350
50 mph or greater	500	500

*Midway between signs.

SYMBOLS

Work Area

Channelizing Device (See Index 102-600)

Work Zone Sign

Lane Identification + Direction of Traffic

GENERAL NOTES

1. When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and terminating the work area), the advanced FLAGGER sign shall be substituted for the WORKERS sign. For location of flaggers and FLAGGER signs, see Index 102-603.
2. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
3. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ Indexes.
4. For general TCZ requirements and additional information, refer to Index 102-600.

DURATION NOTES

1. Signs and channelizing devices may be omitted if all of the following conditions are met:
   a. Work operations are 60 minutes or less.
   b. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA CLOSER THAN 15' BUT NOT CLOSER THAN 2' TO THE EDGE OF TRAVEL WAY.

LAST REVISION	REVISION	DESCRIPTION:	FDOT	FY 2019-20 STANDARD PLANS	TWO-LANE, TWO-WAY, WORK ON SHOULDER	INDEX	SHEET
11/01/17						102-602	1 of 1

100% SUBMITTAL
PLOT DATE: 2/5/20

GODWIN LANE
REGIONAL POND

MOT

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REG. P.E. ENG. NO. 47818 DATE:
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CHECKED BY: D. FITZPATRICK
PROJECT MANAGER: JOHN ROSENAU
DISTRICT: 1
DATE: MAY 2019
SECTION / TOWNSHIP / RANGE: 33 / 1S / 31W
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4	REVISED PIPE SIZES	2/520	

DRAWING NUMBER 19-006
PROJECT NUMBER -
SURVEY NUMBER 20180161
SHEET C24 OF C25

PHASE ____ REVIEW
SIGNATURE:

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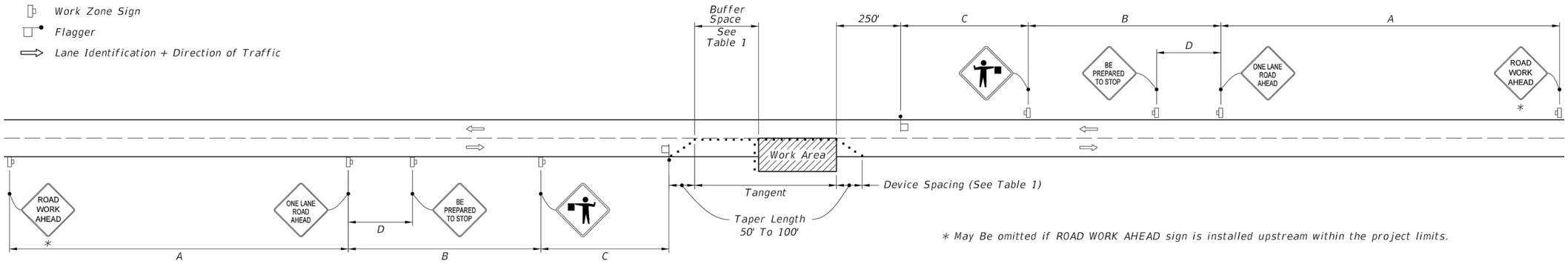
REMARK INCORPORATION (Blue Highlighter) DATE
ORIGINATOR VERIFICATION Correct (Pink Highlighter) DATE

SYMBOLS:

- *Work Area*
- *Channelizing Device (See Index 102-600)*
- *Work Zone Sign*
- *Flagger*
- *Lane Identification + Direction of Traffic*



* May Be omitted if ROAD WORK AHEAD sign is installed upstream within the project limits.

WITHOUT TEMPORARY RAISED RUMBLE STRIPS

GENERAL NOTES:

1. Special Conditions may be required in accordance with these notes and the following sheets:

   A. Railroad Crossings:
      a. If an active railroad crossing is located closer to the Work Area than the queue length plus 300 feet, extend the Buffer Space as shown on Sheet 3.
      b. If the queuing of vehicles across an active railroad crossing cannot be avoided, provide a uniformed traffic control officer or flagger at the highway-rail grade crossing to prevent vehicles from stopping within the highway-rail grade crossing, even if automatic train warning devices are in place.
   B. If the Work Area encroaches on the Centerline, use the Layout for Temporary Lane Shift to Shoulder on Sheet 3 only if the Existing Paved Shoulder width is sufficient to provide for an 11' lane between the Work Area and the Edge of Existing Paved Shoulder. Reduce the posted speed when appropriate.

2. Temporary Raised Rumble Strips:

   A. Use when both of the following conditions are met concurrently:
      a. Existing Posted Speed is 55 mph or greater;
      b. Work duration is greater than 60 minutes.
   B. Use a consistent Strip color throughout the work zone.
   C. Place each Rumble Strip Set transversely across the lane at locations shown.
   D. Use Option 1 or Option 2 as shown on Sheet 2. Use only one option throughout work zone.

3. Additional one-way control may be provided by the following means:
   A. Flag-carrying vehicle;
   B. Official vehicle;
   C. Pilot vehicles;
   D. Traffic signals.

   When flaggers are the sole means of one-way control, the flaggers must be in sight of each other or in direct communication at all times.

4. When a side road intersects the highway within the TTC zone, place additional TTC devices in accordance with other applicable TCZ Indexes.

5. The two channelizing devices directly in front of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.

6. When Buffer Space cannot be attained due to geometric constraints, use the greatest attainable length, not less than 200 ft, for posted speeds greater than 25 mph.

7. ROAD WORK AHEAD and the BE PREPARED TO STOP signs may be omitted if all of the following conditions are met:

   A. Work operations are 60 minutes or less.
   B. Speed limit is 45 mph or less.
   C. There are no sight obstructions to vehicles approaching the work area for a distance equal to the Buffer Space shown in Table 1.
   D. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe lights operating.
   E. Volume and complexity of the roadway has been considered.
   F. If a railroad crossing is present, vehicles will not queue across rail tracks.
   G. AFADs are not in use.

8. See Index 102-600 for general TCZ requirements and additional information.

9. Automated Flagger Assistance Devices (AFADs) may be used in accordance with Specifications Section 102, 990 and the APL vendor drawings.

TABLE 1

Posted Speed	DEVICE SPACING: Maximum Spacing of Cones or Tubular Markers		DEVICE SPACING: Maximum Spacing of Type I or Type II Barricades/Panels/Drums		Distance Between Signs				Buffer Space
	On a Taper	On a Tangent	On a Taper	On a Tangent	A	B	C	D	
25	20'	50'	20'	50'	200'	200'	200'	100'	155'
30	20'	50'	20'	50'	200'	200'	200'	100'	200'
35	20'	50'	20'	50'	200'	200'	200'	100'	250'
40	20'	50'	20'	50'	200'	200'	200'	100'	305'
45	20'	50'	20'	50'	350'	350'	350'	175'	360'
50	20'	50'	20'	100'	500'	500'	500'	250'	425'
55	20'	50'	20'	100'	2640'	1500'	1000'	500'	495'
60	20'	50'	20'	100'	2640'	1500'	1000'	500'	570'
65	20'	50'	20'	100'	2640'	1500'	1000'	500'	645'
70	20'	50'	20'	100'	2640'	1500'	1000'	500'	730'

CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH THE AREA BETWEEN THE CENTERLINE AND A LINE 2' OUTSIDE THE EDGE OF TRAVEL WAY.

LAST REVISION	REVISION	DESCRIPTION:
11/01/17		

FDOT FY 2019-20 STANDARD PLANS

TWO-LANE, TWO-WAY, WORK WITHIN THE TRAVEL WAY

INDEX 102-603

SHEET 1 of 3

100% SUBMITTAL
PLOT DATE: 2/5/20

PHASE ____ REVIEW
SIGNATURE:

	ORIGINATOR (RP)	DATE
PRODUCTION CHECKING COMPLETE. READY FOR SUBMITTAL REVIEW (RP)	CHECKER (RP) (Blue Highlighter)	DATE
REMARK INCORPORATION (Blue Highlighter)	ORIGINATOR (QR)	DATE
ORIGINATOR VERIFICATION	VERIFICATION, CHECKER (QR) (Blue Highlighter)	DATE

Correct (Green Highlighter) Change
(Red Pen X-Out to Disagree or Remark)
CHANGE INCORPORATION (Yellow Highlighter)
Correct (Pink Highlighter)

GODWIN LANE
REGIONAL POND

MOT

DAVID W. FITZPATRICK, P.E., P.A.
FBPE CERTIFICATE OF AUTHORIZATION NO. 00008423
1715 N. PALAFOX STREET
PENSACOLA, FL 32534
PHONE: (850) 476-8677 FAX: (850) 476-7708

DRAWN BY:	A. BURKETT
DESIGNED BY:	D. FITZPATRICK
PROJECT MANAGER:	JOHN ROSENAU
DATE:	MAY 2019
FIELDBOOK/PAGES:	
CHECKED BY:	D. FITZPATRICK
DISTRICT:	1
SECTION/TOWNSHIP/RANGE	33/1S/31W
REG. FL.A. ENG. NO.	47818
SIGNATURE:	
DATE:	

NUMBER	REVISIONS	DATE	APPROVED BY
1	30% COUNTY COMMENT REVISIONS	6/18/19	
2	90% WMD/FDEP COMMENT REVISIONS	7/19/19	
3	FORCEMAIN & GASMAIN RELOCATES	9/16/19	
4	REVISED PIPE SIZES	2/5/20	

DRAWING NUMBER 19-006
PROJECT NUMBER -
SURVEY NUMBER 20180161
SHEET C25 OF C25

Exhibit I Technical Specifications

Joy Jones, P.E., Director
Engineering Department

Public Works Department
Engineering Division

Godwin Lane Regional Pond
Project Specifications

I. Escambia County Technical Specifications
II. Geotechnical Report
III. ERP Permit 287604-1

PUBLIC WORKS DEPARTMENT
Engineering Division

Escambia County
Technical Specifications

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.

Work shall comply with requirements of FDOT *Standard Specifications for Road and Bridge Construction*, latest edition, as modified herein.

**Note: The General Exception above does not apply when utilizing Federal Highway Administration (FHWA) funding.*

County Engineer
Joy D. Blackmon, P.E.

Effective Date: February 01, 2015
Revised : May 17, 2017

INDEX TO ESCAMBIA COUNTY TECHNICAL SPECIFICATIONS

Section	Title
01000	DEFINITIONS
01300	SUBMITTALS
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02320	UNDERDRAIN AND EXFILTRATION TRENCH
02340	RIPRAP
02400	GRADED AGGREGATE BASE
02410	RECYCLED CONCRETE AGGREGATE BASE (CRUSHED CONCRETE)
02440	SUPERPAVE ASPHALT BASE
02460	SAND CLAY BASE
02500	SUPERPAVE ASPHALT CONCRETE
02510	ASPHALT RUBBER MEMBRANE INTERLAYER (ARMI)
02580	HOT IN-PLACE RECLAIMED ASPHALT AND RESURFACING
02600	STORMWATER SYSTEM
02800	FENCING
02900	GRASSING
03300	PORTLAND CEMENT CONCRETE
03310	TIED CONCRETE BLOCK MATERIAL
03350	PERVIOUS CONCRETE PAVING
04000	TRAFFIC CONTROL SIGNS
04020	POST MOUNTED STREET NAME SIGNS
04030	SPAN MOUNTED SIGNS
04040	PAVEMENT MARKINGS
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04090	CONSTRUCTION OF TRAFFIC SIGNALS
REV	REVISIONS
LAP DIV 1	LAP DIVISION 1 SPECIFICATIONS (FHWA/FDOT PROJECTS ONLY

SECTION 01000 – DEFINITIONS

PART 1 - GENERAL

The following terms, when used in the Contract Documents, have the meaning described

Advertisement
The public announcement, as required by law, inviting bids for work to be performed or materials to be furnished, usually issued as “Notice to Contractors,” or “Notice to Bidders.”

Bidder
An individual, firm, or corporation submitting a proposal for the proposed work.

Bridge
A structure, including supports, erected over a depression or over an obstruction such as water, highway or railway, or for elevated roadway, for carrying traffic or other moving loads, and having a length, measured along the center of the roadway, of more than 20 feet between the inside faces of end supports. A multiple-span box culvert is considered a bridge, where the length between the extreme ends of the openings exceeds 20 feet.

Calendar day
Every day shown on the calendar, ending and beginning at midnight.

Contract
The term “Contract” means the entire and integrated agreement between the parties there under and supersedes all prior negotiations, representations, or agreements, either written or oral. The Contract Documents form the Contract between the County and the Contractor setting forth the obligations of the parties thereunder, including, but not limited to, the performance of the Work and the basis of payment.

Contract Documents
The term “Contract Documents” includes: Advertisement for Proposal, Proposal, Certification as to Publication and Notice of Advertisement for Proposal, Appointment of Agent by Nonresident Contractors, Noncollusion Affidavit, Warranty Concerning Solicitation of the Contract by Others, Resolution of Award of Contract, Executed Form of Contract, Performance Bond and Payment Bond, Specifications, plans (including revisions thereto issued during construction), Addenda, or other information mailed or otherwise transmitted to the prospective bidders prior to the receipt of bids, work orders and supplemental agreements, all of which are to be treated as one instrument whether or not set forth at length in the form of contract.

Contract Bond
The security furnished by the Contractor and the surety as a guaranty that the Contractor shall fulfill the terms of the Contract and pay all legal debts pertaining to the construction of the project.

Contract Letting
The date that the County opened the bid proposals.

Contract Time
The number of calendar days allowed for completion of the Contract work, including authorized time extensions.

Contractor
The individual, firm, joint venture, or company contracting with the County to perform the work.

Contractor's Engineer of Record
A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer. The Contractor's Engineer of Record must be an employee of a pre-qualified firm. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a prequalified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Controlling Work Items
The activity or work item on the critical path having the least amount of total float. The controlling item of work will also be referred to as a Critical Activity.

County
Escambia County Public Works Department

Culverts
Any structure not classified as a bridge that provides an opening under the roadway.

Delay
Any unanticipated event, action, force or factor which extends the Contractor's time of performance of any controlling work item under the Contract. The term "delay" is intended to cover all such events, actions, forces or factors, whether styled "delay", "disruption", "interference", "impedance", "hindrance", or otherwise, which are beyond the control of and not caused by the Contractor, or the Contractor's subcontractors, materialmen, suppliers or other agents. This term does not include "extra work".

Department
Escambia County.

Developmental Specification See definition for Specifications.

Engineer
The Professional Engineer, registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, acting as the project's Construction Engineering Inspection Manager. The Engineer may be County in-house staff or a consultant retained by the County

Engineer of Record
The Professional Engineer or Engineering Firm registered in the State of Florida that develops the criteria and concept for the project, performs the analysis, and is responsible for the preparation of the Plans and Specifications. The Engineer of Record may be County in-house staff or a consultant retained by the County.

The Contractor shall not employ the Engineer of Record as the Contractor’s Engineer of Record or as a Specialty Engineer.

Equipment
The machinery and equipment, together with the necessary supplies for upkeep and maintenance thereof, and all other tools and apparatus necessary for the construction and acceptable completion of the work.

Extra Work
Any “work” which is required by the Engineer to be performed and which is not otherwise covered or included in the project by the existing Contract Documents, whether it be in the nature of additional work, altered work, deleted work, work due to differing site conditions, or otherwise. This term does not include a “delay”.

Highway, Street, or Road
A general term denoting a public way for purposes of vehicular travel, including the entire area within the right-of-way.

Holidays
Days designated by the Board of County Commissioners as holidays, which include, but are not limited to, New Year’s Day, Martin Luther King’s Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the following Friday, and Christmas Day.

Inspector
An authorized representative of the County, assigned to make official inspections of the materials furnished and of the work performed by the Contractor.

Laboratory
The testing laboratory used by the Contractor.

Major Item of Work

Any item of work having an original Contract value in excess of 5% of the original Contract amount.

Materials
Any substances to be incorporated in the work under the Contract.

Median
The portion of a divided highway or street separating the traveled ways for traffic moving in opposite directions.

Plans
The approved plans, including reproductions thereof, showing the location, character, dimensions, and details of the work.

Proposal (Bid, Bid Proposal)
The offer of a bidder, on the prescribed form, to perform the work and to furnish the labor and materials at the prices quoted.

Proposal Form
The official form or the expedite program generated bid item sheets on which the County requires formal bids to be prepared and submitted for the work.

Proposal Guaranty
The security furnished by the bidder as guaranty that the bidder will enter into the Contract for the work if the County accepts the proposal.

Right-of-Way
The land that the County has title to, or right of use, for the road and its structures and appurtenances, and for material pits furnished by the County.

Roadbed
The portion of the roadway occupied by the subgrade and shoulders.

Roadway
The portion of a highway within the limits of construction.

Section
A numbered prime division of these Specifications.

Special Provisions
See definition for Specifications.

Specialty Engineer
A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor such as but not limited to pot bearing designs, nonstandard expansion joints, MSE wall designs and

other specialty items. The Specialty Engineer may also provide designs and details for items of the permanent work declared by the State Construction Office to be “minor” or “non-structural”. The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant. For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

Registration as a Professional Engineer in the State of Florida.
The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

Specifications
The directions, provisions, and requirements contained herein, together with all stipulations contained in the Contract Documents, setting out or relating to the method and manner of performing the work, or to the quantities and qualities of materials and labor to be furnished under the Contract.

Standard Specifications: “Standard Specifications for Road and Bridge Construction” a bound book, applicable to all FDOT Contracts containing adopted requirements, setting out or relating to the method or manner of performing work, or to the quantities and qualities of materials and labor.

Supplemental Specifications: Approved additions and revisions to the Standard Specifications, applicable to all Department Contracts.

Special Provisions: Specific clauses adopted by the Department that add to or revise the Standard Specifications or supplemental specifications, setting forth conditions varying from or additional to the Standard Specifications applicable to a specific project.

Technical Special Provisions: Specifications, of a technical nature, prepared, signed, and sealed by an Engineer registered in the State of Florida other than the State Specifications Engineer or his designee, that are made part of the Contract as an attachment to the Contract Documents.

Developmental Specification: A specification developed around a new process, procedure, or material.

Standard Specifications
See definition for Specifications.

State
State of Florida.

Subarticle
A headed and numbered subdivision of an Article of a Section of these Specifications.

Subgrade
The portion of the roadbed immediately below the base course or pavement, including

below the curb and gutter, valley gutter, shoulder and driveway pavement. The subgrade limits ordinarily include those portions of the roadbed shown in the plans to be constructed to a design bearing value or to be otherwise specially treated. Where no limits are shown in the plans, the subgrade section extends to a depth of 12 inches below the bottom of the base or pavement and outward to 6 inches beyond the base, pavement, or curb and gutter.

Substructure
All of that part of a bridge structure below the bridge seats, including the parapets, backwalls, and wingwalls of abutments.

Superintendent
The Contractor's authorized representative in responsible charge of the work.

Superstructure
The entire bridge structure above the substructure, including anchorage and anchor bolts, but excluding the parapets, backwalls, and wingwalls of abutments.

Supplemental Agreement
A written agreement between the Contractor and theCounty, and signed by the surety, modifying the Contract within the limitations set forth in these Specifications.

Supplemental Specifications See definition for Specifications.

Surety
The corporate body that is bound by the Contract Bond with and for the Contractor and responsible for the performance of the Contract and for payment of all legal debts pertaining thereto.

Technical Special Provisions See definition for Specifications.

Traveled Way
The portion of the roadway providing for the movement of vehicles, exclusive of shoulders and auxiliary lanes.

Unilateral Payment
A payment of money made to the Contractor by the Department pursuant to Section 337.11(12), Florida Statutes (2009), for sums the Department determines to be due to the Contractor for work performed on the project, and whereby the Contractor by acceptance of such payment does not waive any rights the Contractor may otherwise have against the Department for payment of any additional sums the Contractor claims are due for the work.

Work
All labor, materials and incidentals required to execute and complete the requirements of the Contract including superintendence, use of equipment and tools, and all services and responsibilities prescribed or implied.

Work Order
A written agreement between the Contractor and the County modifying the Contract within the limitations set forth in these Specifications. Funds for this agreement are drawn against the Initial Contingency Pay Item or a Contingency Supplemental Agreement.

Working Day
Any calendar day on which the Contractor works or is expected to work in accordance with the approved work progress schedule.

END OF SECTION 01000

SECTION 01300 - SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

Drawings and General and Supplemental Provisions of the Contract, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submittals required for performance of the Work, including, but not limited to the following:

1. Submittal Procedures
2. Contractor's Construction Schedule
3. Daily Construction Reports
4. Shop Drawings
5. Product Data
6. Samples
7. Quality Assurance Submittals
8. Licenses
9. Pictures, Video of Pre-Construction Conditions

B. Administrative Submittals: Refer to other Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

1. Permits
2. Applications for Payment
3. Performance and Payment Bonds
4. Insurance Certificates
5. List of Subcontractors
6. Licenses

1.3 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, inspections, and related activities that require sequential activity.

2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the need

to review submittals concurrently for coordination. The County reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.

3. Processing: To avoid the need to delay construction as a result of the time required to process submittals, allow sufficient time for submittal review, including time for re-submittals. Allow 2 weeks for initial review. Allow additional time if the County must delay processing to permit coordination with subsequent submittals.

    a. If an intermediate submittal is necessary, process the same as the initial submittal.
    b. Allow 2 weeks for reprocessing each submittal.
    c. No extension of Contract Time will be authorized because of failure to transmit submittals to the County sufficiently in advance of the Work to permit processing.

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4 by 5 inches on the label or beside the title block on Shop Drawings to record the Contractor's review and approval markings and the action taken.

2. Include the following information on the label for processing and recording action taken.

    a. Project Name.
    b. Date.
    c. Name and Address of the Engineer.
    d. Name and Address of the Contractor.

C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Four copies of each submittal (three hard copy and one digital) shall be transmitted. Transmit each submittal from the Contractor to the County, (copy Engineer) using a transmittal form. The County will not accept submittals received from sources other than the Contractor. Submittals must be approved by Contractor prior to review by County. On the transmittal, record relevant information and requests for data. On the form or on a separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that the information complies with Contract Document requirements on each submittal.

1.4 CONSTRUCTION SCHEDULE/DOCUMENTATION

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 10 days of the issuance of the Notice to Proceed. The contractor shall submit an updated schedule at least once per month, showing any schedule changes. This may be requested up to three times per month by the County. Include dates of shop drawing submittals.

B. Cost Correlation: At the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of Work performed as of the dates used for preparation of payment requests.

C. Pre-Construction Site Conditions Photos/Video: Contractor shall submit a DVD of photos and video of the site conditions prior to the performance of any work.

D. Licenses: All required licenses to perform work shall be submitted prior to the commencement of construction.

1.5 DAILY CONSTRUCTION REPORTS

Prepare a daily construction report recording the following information concerning events at the site, and submit duplicate copies to the County at weekly intervals including, but not limited to:

1. Work performed.
2. Approximate count of personnel at the site.
3. Count and type of major equipment at the site.
4. High and low temperatures, general weather conditions, including daily rainfall amount from gauge installed on site jointly recorded by contractor and county representative.
5. Accidents and unusual events.
6. Meetings and significant decisions.
7. Stoppages, delays, shortages, and losses.
8. Emergency procedures.
9. Orders and requests of governing authorities.
10. Change Orders received, implemented.
11. Material Expenditures.

1.6 SHOP DRAWINGS

A. Submit shop drawings for structures unless FDOT approved structures are used.

B. Shop Drawings – Including, but not limited to the following information:

1. Dimensions.
2. Identification of products and materials included by sheet and detail number.
3. Compliance with specified standards.

1.7 PRODUCT DATA

Product Data - Include the following information:

1. Manufacturer's printed recommendations.
2. Compliance with trade association standards.
3. Compliance with recognized testing agency standards.
4. Application of testing agency labels and seals.

1.8 SAMPLES

Submit samples as specified in the technical specifications.

1.9 QUALITY CONTROL (QC) / QUALITY ASSURANCE (QA) SUBMITTALS

A. Submit the QC Plan to the County for approval within 21 calendar days after the Notice to Proceed. The County will review the QC Plan and respond to the Contractor within 21 calendar days of receipt.

If at any time the Contractor is not in compliance with the approved QC Plan, or a part thereof, affected portions of the plan will be disapproved. The contractor shall cease work in the affected operation(s) and submit a revision to the County. If the QC Plan, or a part thereof, must be revised, submit the revision to the County. The County will review the revision and respond within seven calendar days of receipt.

Continue to work on operations that are still in compliance with the approved sections of the QC Plan.

B. Certifications: Where other Sections of the Specifications require certification that a product, material, or installation complies with specified requirements, submit to the County a certification from the manufacturer certifying compliance with specified requirements.

C. Inspection and Test Reports: Requirements for specific testing are included in the technical specifications.

1. Submit to the County: Two (2) copies (one hard copy and one digital) of the inspection and test reports from a qualified, independent, geotechnical engineering testing agency, under the direction of a Professional Engineer, licensed in the State of Florida.

2. All testing required by the specifications or the County shall be at the contractors expense.

3. No additional work within/upon the tested area shall proceed until submitted test results confirm compliance with specification requirements.

4. Areas where submitted test results indicate non-compliance shall be removed, replaced, and retested. Extents of area out of compliance shall be determined by testing at 25’ increments, in each direction within the construction area, until passing results are achieved.

5. Variations from testing requirements and frequency of testing may be authorized by the County and will be documented in writing.

1.10 ENGINEER'S ACTION

Except for submittals for the record or information, where action and return is required, the County will review each submittal, mark to indicate action taken, return to contractor within the timeframe allotted herein. Compliance with specified characteristics is the Contractor's responsibility.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

SECTION 02230 - CLEARING & GRUBBING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions shall apply to this Section.

B. Florida Department of Transportation*, Standard Specifications for Road and Bridge Construction, Section 110, Latest Edition.*

C. Emerald Coast Utility Authority (ECUA) *Engineering Manual*, *Latest Edition.*

1.2 SUMMARY

A. This Section includes, but is not limited to, the following:

1. Protection of existing trees indicated to remain.
2. Removal of trees and other vegetation.
3. Clearing and grubbing.
4. Removing above-grade improvements.
5. Removing below-grade improvements.

B. Extent of clearing & grubbing shall remain in County right-of-way, easements (temporary or permanent), or approved written work agreement areas, unless otherwise noted or instructed.

1.3 PROJECT CONDITIONS

Provide protection for all public land corners and monuments within the limits of construction. Any Monuments disturbed while performing the work will be replaced at the contractor's expense.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION

3.1 SITE CLEARING

A. General: Remove trees, shrubs, grass, and other vegetation, improvements, or obstructions, as required, to permit installation of new construction. Remove similar items elsewhere on site or premises as specifically indicated. Removal includes digging out and off-site disposal of stumps and roots.

Carefully and cleanly cut minor roots and branches of trees indicated to

remain in a manner where such roots and branches obstruct installation of new construction.

B. Clearing and Grubbing: Clear site of trees, shrubs, and other vegetation, except for those indicated to remain.

1. Completely remove all stumps within the roadway. Remove roots and other debris to a depth of 12” below the ground surface or finished grade, whichever is lower.

2. Use only hand methods for grubbing inside drip line of trees Indicated to remain.

3. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated in accordance with Section 2300.

C. Removal of Improvements: Remove existing above grade and below grade improvements as indicated and as necessary to facilitate new construction, and other work as indicated.

3.2 DISPOSAL OF WASTE MATERIALS

A. Burning: Burning is not permitted on County property. Requests to burn will be considered on a case by case basis. If approved, Contractor is to acquire permits and provide copies to the County.

B. Removal from County Property: Remove waste materials and unsuitable or excess topsoil from County property, and dispose of off site in a legal manner.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. Lump Sum Payment: When direct payment is provided in the Contract for the quantity to be paid for as the lump sum quantity cleared and grubbed, no additional measurements will be made.

B. Payment By The Acre/Square Yard: For areas of Clearing and Grubbing that are designated to be paid for separately by the acre or square yard, the quantity to be paid for will be determined by measurement of the areas shown on the plans or authorized by the County to be cleared and grubbed, and acceptably completed.

4.2 BASIS OF PAYMENT

A. General: Price and payment will be full compensation for all Clearing and Grubbing required for the roadway right-of-way and for lateral ditches, channel changes, or other outfall areas, and any other Clearing and Grubbing indicated, or required for the construction of the entire project, except for any areas designated to be paid for separately or to be specifically included in the costs of other work under the contract. Price and payment, either lump sum or by the acre/square yard will be full compensation for all the work specified in this Section, including all necessary hauling, furnishing equipment, equipment operation, furnishing any areas required for disposal of debris, leveling of terrain and the landscaping work of trimming, etc., as specified herein.

B. Lump Sum Payment: Payment shall be made at the lump sum contract price for Clearing and Grubbing, lump sum.

C. Payment: Payment shall be made at the per unit contract price for Clearing and Grubbing, per acre or square yard.

END OF SECTION 02230

SECTION 02300 - EARTHWORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

B. Florida Department of Transportation*, Standard Specifications for Road and Bridge Construction, Latest Edition*.

1.2 SUMMARY

A. This Section includes preparing and grading for pavement, curb, subgrades, drainage features, and general site work.

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Section 2230 "Clearing & Grubbing" for clearing, grubbing, and tree protection.

2. Section 2600 “Stormwater System” for installation of stormwater systems.

1.3 DEFINITIONS

A. Excavation consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed.

B. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, base, drainage fill, or topsoil materials.

C. Borrow: Soil material obtained off-site when sufficient approved soil material is not available from on-site excavations.

D. Subbase Course: The layer placed between the subgrade and base course in a paving system.

E. Base Course: The layer placed immediately beneath the surface pavement in a paving system.

F. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the County. Unauthorized excavation, as well as remedial work directed by the Engineer, shall be at the Contractor's expense.

G. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below ground surface.

H. Utilities include on-site above ground utilities, overhead utilities and underground utilities including: pipes, conduits, ducts, and cables, as well as related appurtenances and underground services within building lines.

I. Unsuitable Material: Any material such as muck, wood, rock, peat, garbage, non-compactable soils in dry condition, and any other material that is considered by the County Engineer to be unsuitable.

J. Topsoil: Topsoil is defined as the surface layer of soil found normally to a depth of at least 4 to 8 inches that typically contains organic materials. Satisfactory topsoil is reasonably free of roots, clay lumps, stones, other objects over 2 inches in diameter, and any other objectionable or deleterious material.

1.4 SUBMITTALS

A. General: Submit the following in accordance with Section 1300, "Submittals."

B. Product Data and Samples of the following:

1. 1-lb representative samples of each proposed fill and backfill soil material from borrow sources as selected by the County.

2. 12-by-12-inch sample of filter fabric.

3. Representative samples of the proposed base and sub-base materials.

C. Test Reports: In addition to test reports required under field quality control, submit the original directly to the County from the testing services, with a copy to the Contractor:

1. Laboratory analysis as specified in 1.1 (Related Documents) of each soil material proposed for fill and backfill from borrow sources.

2. One optimum moisture-maximum density curve for each soil material.

3. Report of actual unconfined compressive strength and/or results of bearing tests of each stratum tested.

1.5 QUALITY CONTROL / QUALITY ASSURANCE

A. Codes and Standards: Perform earthwork complying with all requirements of authorities having jurisdiction.

B. Testing and Inspection Service: A qualified independent geotechnical engineering testing agency, under the direction of a Professional Engineer, licensed in the State of Florida to classify, perform soil tests, and provide inspection services for quality control. All proposed borrow soils will require the testing agency to verify that soils comply with specified requirements and to perform required field and laboratory testing. Contractor shall replace materials removed for testing purposes. Should any work or materials fail to meet the requirements set forth in the plans and specifications, contractor shall reimburse for additional and re-testing.

1.6 PROJECT CONDITIONS

A. Site Information: Data in the subsurface investigation Report, if available, is used for the basis of the design and is available to the contractor for information only. Conditions are not intended as representations or warranties of accuracy or continuity between soil borings. The County will not be responsible for interpretations or conclusions drawn from this data by the Contractor.

B. Existing Utilities: After location of utilities by the appropriate utility company, it is the Contractor's responsibility to protect all such utility lines, including service lines and appurtenances, and to replace at his own expense any that may be damaged by the Contractor's equipment or forces during construction of the Project.

1. Provide a minimum of 48-hours notice to the County and receive written notice to proceed before interrupting any utility.

2. The contractor is responsible for contacting all utility companies to verify locations of all existing utilities, utility-related obstructions, or utility relocations that he may encounter during construction.

3. Adequate provision shall be made for the flow of existing sewers, drains, and water courses encountered during construction, and structures which may be disturbed shall be satisfactorily restored by the Contractor at his expense.

C. Should uncharted, or incorrectly charted, piping or other utilities be encountered during the course of the work, consult the County immediately for directions. Cooperate with the County and utility companies in keeping respective services and facilities in operation.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

A. General: Soils used as fill shall be clean sands, similar to existing site soil, with less than 5% passing the number 200 sieve when existing subgrade conditions are considered wet as per the County. Soils as described above with less than 15% passing the number 200 sieve and meeting the requirements of Section 902-6 of the FDOT Specifications may be used when existing subgrade conditions are considered dry as per the County. The sand shall have a maximum dry density of at least 100 pounds per cubic foot, according to the Standard Proctor compaction test, AASHTO T-99, ASTM D698. Provide approved borrow soil materials from off-site when sufficient satisfactory soil materials are not available from on-site excavations.

If the Contractor elects to import any materials, then he will do so only with the approval of the County and at his own expense, unless separate payments for such items are called for in these specifications. Provide laboratory certification that soils meet requirements of specifications.

B. Sub-Base Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, or sand. The material shall be stabilized in accordance with FDOT Standard Specification Section 160-5.4. ASTM D 2940, with at least 95 percent passing a 1-1/2-inch sieve, and not more than 8 percent passing a No. 200 sieve.

PART 3 - EXECUTION

3.1 DEWATERING

A. Prevent surface water and subsurface or groundwater from entering excavations, from ponding on sub-grades in work areas, and from flooding project site and surrounding area.

B. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

C. The Contractor shall prevent the accumulation of water in excavated areas, and shall remove, by pumping or other means, any water that accumulates in the excavation. The Contractor shall prevent the accumulation of water in both structural and trench excavations and shall remove, by well point system or by other means, water which accumulates. The Contractor shall provide, install and operate a suitable and satisfactory dewatering system, when needed to dry sub-grades or other work areas. The Contractor shall comply with the latest testing requirements as set forth by the applicable regulatory agency. At a minimum, the contractor shall test once prior to dewatering, once within

the first week of dewatering, and once every thirty (30) days while dewatering.

D. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rainwater and water removed from excavations to collection or runoff areas. Do not use trench excavations as temporary drainage ditches. Discharged water shall be clean, not silt or sediment laden, prior to discharge to untreated system and/or waters of the State.

3.2 EXCAVATION

A. Explosives: Not permitted.

B. Strip topsoil and significant root systems to whatever depths encountered in a manner to prevent intermingling with underlying subsoil or other objectionable material. Remove heavy growths of grass from areas before stripping. Where existing trees are indicated to remain, leave existing topsoil in place within drip lines to prevent damage to root systems.

3.3 STABILITY OF EXCAVATIONS

A. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

B. All excavation work shall conform to all applicable OSHA Publications, Latest Editions. The Contractor's method of providing protective support to prevent cave-ins shall conform to OSHA requirements. Slope excavations, shoring, and trench box usage in the field must be based on tabulated data and designed by the Contractor. The contractor is solely responsible for job site safety and shall not be compensated for required safety equipment/devices.

3.4 EXCAVATION FOR STRUCTURES

Excavate to indicated elevations and dimensions within a tolerance of plus or minus 0.10 foot. Extend excavations a sufficient distance from structures for placing and removing concrete formwork, maintaining a safe slope, installing services and other construction, and for inspections.

A. Footings and Foundations: Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

B. Pile Foundations: After piles have been installed, remove loose and displaced material. Excavate to final grade, leaving solid base to receive concrete pile caps.

C. Excavation for Underground Tanks, Basins, and Mechanical or Electrical Appurtenances: Excavate to elevations and dimensions indicated within a tolerance of plus or minus 0.10 foot.

3.5 EXCAVATION FOR WALKS AND PAVEMENTS

Excavate surfaces under walks and pavements to indicated cross sections, elevations, and grades. Consider Dewatering and other sections as applicable.

3.6 EXCAVATION FOR STORMWATER SYSTEMS

Excavate and compact the backfill of trenches to the densities specified for embankment or subgrade, as applicable, and in accordance with the requirements of Section 2600. Consider Dewatering and other sections as applicable.

3.7 STORAGE OF SOIL MATERIALS

Stockpile excavated materials acceptable for backfill, fill soil, and topsoil materials, including acceptable borrow materials. Stockpile soil materials without intermixing. Stockpiles shall be placed, graded, and shaped to drain surface water and prevent erosion. Cover to prevent wind-blown dust and/or erosion. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.8 BACKFILL

A. Backfill excavations promptly, but not before completing the following:

1. Acceptance of construction below finish grade including, where applicable, filter fabric installation and gravel bedding.

2. Surveying locations of underground utilities for record documents.

3. Testing, inspecting, and approval of underground utilities.

4. Removal of trash and debris from excavation.

5. Removal of temporary shoring, bracing, and sheeting unless specified to remain.

B. No backfill material shall be placed, spread or rolled during unfavorable weather conditions. When the work is interrupted by heavy rain, backfill operations shall not be resumed until the moisture content of the fill is as previously specified to achieve proper compaction.

3.9 FILL

A. Preparation: Remove vegetation, topsoil, debris, wet and unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placing fills. Plow strip, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing surface. In order to insure proper bond and prevent slipping between the original ground and fill, the surface of the original ground shall be scarified to a depth of at least three inches. Each layer of fill material shall be compacted until the required density is achieved, and the density achieved should be verified in accordance with specifications using in-place density testing.

B. When subgrade or existing ground surface is to receive fill and has a density less than that required for fill, break up ground surface to depth required, pulverize, moisture condition or aerate soil and re-compact to required density.

C. Place fill material in layers to required elevations for each location listed below.

1. Under grass, subbase or base material, use satisfactory excavated or borrow soil material.

2. Under walks and pavements, curbs, steps, ramps, building slabs, footings and foundations use subbase and/or base material.

3.10 MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill layer before compaction to within 2 percent of optimum moisture content.

B. Do not place backfill or fill material on surfaces that contain excessive moisture.

C. Remove and replace, or scarify and air-dry satisfactory soil material that is too wet to compact to specified density. Stockpile or spread and dry removed wet satisfactory soil material.

3.11 COMPACTION

A. Place backfill and fill materials in layers or lifts not more than 12 inches in loose depth for material compacted by heavy compaction equipment, and not more than 8 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill materials evenly on all sides of structures to required elevations. Place backfill and fill uniformly along the full length of each structure.

C. Percentage of Maximum Dry Density Requirements: Compact soil to not less than the following percentages of maximum dry density according to ASTM Modified Proctor):

1. Under structures, building slabs, steps, and pavements, compact each layer of backfill or fill material at a minimum of 98% Modified Proctor of the material's maximum dry density.

2. Under lawn or unpaved areas, compact each layer of backfill or fill material at 95% Modified Proctor maximum dry density.

3.12 GRADING

A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between existing adjacent grades and new grades.

2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.

B. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Lawn or Unpaved Areas: Plus or minus 0.10 foot.

2. Walks: Plus or minus 0.10 foot.

3. Pavements: Plus or minus ½ inch.

3.13 STABILIZED SUBGRADE

A. For stabilized subgrade the type of materials, commercial or local, is at the Contractor's option and no separate payment for stabilizing materials will be made (other than as may be paid for as borrow).

B. When stabilizing is designated as Type B, compliance with the bearing value requirements will be determined by the Limerock Bearing Ratio Method. Minimum LBR shall be 40.

C. It is the Contractor's responsibility that the finished roadbed section meets the bearing value requirements, regardless of the quantity of stabilizing materials necessary to be added. Also, full payment will be made for any areas where the existing subgrade materials meet the design bearing value requirements without the addition of stabilizing additives, as well as areas where the Contractor may elect to place select high-bearing

materials from other sources, within the limits of the stabilizing.

D. After the roadbed grading operations have been substantially completed, the Contractor shall make his own determination as to the quantity (if any) of stabilizing material, of the type selected by him, necessary for compliance with the bearing value requirements. The contractor shall notify the Engineer of the approximate quantity to be added, and the spreading and mixing-in of such quantity of materials shall meet the approval of the County as to uniformity and effectiveness.

3.14 FIELD QUALITY CONTROL

A. Testing Agency Services: Allow testing agency to inspect and test each subgrade and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.

1. Perform field in-place density tests according to ASTM D 1556 (sand cone method), ASTM D 2167 (rubber balloon method), ASTM D 293 (drive cylinder method), or ASTM D 2922 (nuclear method), as applicable.

a. Field in-place density tests may also be performed by the nuclear method according to ASTM D 2922, provided that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556. With each density calibration check, check the calibration curves furnished with the speedy moisture meter according to ASTM D 3017.

b. When field in-place density tests are performed using nuclear methods, make calibration checks of both density and speedy moisture meter at beginning of work, on each different type of material encountered, and at intervals as directed by the Engineer.

2. Paved Areas: Make at least one field density test of subgrade, base, and each compacted fill layer for every 300 linear feet of roadway or equivalent area, but in no case less than two tests. Tests shall be staggered to ensure representative sampling.

3. Unpaved Areas: Make at least one field density test of each compacted fill layer or subgrade for every 1000 square yards of area, but in no case less than two tests.

4. Other tests may be required at County’s discretion.

B. If, in the opinion of the County, based on testing service reports and

inspection or the Engineer's observations, subgrades, fills, or backfills are below specified density, scarify and moisten or aerate as needed, or remove and replace soil to the depth required, re-compact, and re-test until required density is obtained at no additional expense.

3.15 REPAIR & CORRECTIONS

A. Protecting Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris. Repair and re-establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions. Scarify or remove and replace material to depth directed by the Engineer; reshape and re-compact at optimum moisture content to the required density.

B. Settling: Where settling occurs, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

C. When traffic must cross open trenches, the contractor shall provide suitable bridge of graded aggregate base or temporary asphalt paving as directed by County at no additional expense. (See Section 4060 for additional requirements.)

D. Erosion Control: The Contractor shall be responsible for the prevention of erosion from the site and for maintaining filled and graded surfaces for the duration of the project. This includes, but is not limited to, the erection of a silt fence and hay bale barricade as per Florida Stormwater Erosion and Sedimentation Control Inspector's Manual and/or as shown in the construction plans. The Contractor shall take whatever steps necessary to prevent erosion and sedimentation, and will be responsible for any damages which might occur to down-land properties as a result of run-off from the site during sitework construction at no additional cost. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

Surplus excavated material becomes the property of the Contractor unless otherwise noted. Waste materials, including unsatisfactory soils, trash and debris shall be removed and legally disposed of, off the Owner's property.

3.17 CLEAN-UP AND FINAL INSPECTION

Before final inspection and acceptance the Contractor shall clean ditches, shape

shoulders and restore all disturbed areas, including street crossings, grass plots, re-grassing if necessary, to as good a condition as existed before work started.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. Excavation: When payment for excavation is on a volumetric basis, the quantity to be paid for will be the volume, in cubic yards, calculated by the method of average end areas according to the survey and plans. If actual quantities vary in field, contractor shall communicate with Engineer and/or County to request additional payment. The measurement will include the net volume of material between the original ground surface and the surface of completed earthwork according to the survey and plans. If actual quantities vary in field, contractor shall communicate with the County to request additional payment. Excavation for swales and channels will be included in the total quantity for Excavation. Subsoil Excavation will be measured to the lines and grades indicated on the plans or as approved by the County. Backfill material shall either include normal excavation material from within project limits or borrow material supplied by the Contractor.

B. Embankment: Quantities for Embankment will be calculated by the method of average end or square yard areas, and will include material placed above the original ground line, within the lines and grades indicated on the plans or as directed by the County.

C. Calcium Chloride for Dust Control: The quantity to be paid for will be the weight, in tons, of calcium chloride authorized and acceptably spread on the road, within the limits specified by the County. The quantity will be determined from scales, certified freight bills, or other sources, the accuracy of which can be authenticated.

4.2 BASIS OF PAYMENT

A. General: Prices and payments for the various work items included in this section will be full compensation for all work described herein, including excavating, dewatering, dredging, hauling, placing, and compacting. Separate pay items will be provided for all devices required to maintain control of erosion according to plans and NPDES permit. Additional devices shall be no additional cost.

B. Excavation: Unit prices will be established for required cubic yard volumes of Regular Excavation, Subsoil Excavation, and Borrow Excavation as necessary. When subsoil excavation is required to a depth greater than plans and specifications require, and additional excavation is not due to unsuitable, a change order will be required to establish a new quantity utilizing the current unit price.

C. Embankment: Payment shall be made at the unit contract price for Embankment, cubic yard or square yard, in place, according to plans.

D. Calcium Chloride for Dust Control: Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintenance of the treated area and all water furnished and applied to the area.

E. Dewatering: The contractor shall include the cost of dewatering in the unit price bid for the stormwater pipe if there is not a specific line item used in the contract.

END OF SECTION 02300

SECTION 02320 - UNDERDRAIN AND EXFILTRATION TRENCH

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawing and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to work of this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, *Section 440, and Design Standards, Latest Edition*.

1.2 DESCRIPTION OF WORK

This section shall cover the work of furnishing pipe for underdrain and exfiltration trenches, the type and size shown on the plans or in the proposal in accordance with the requirements of these specifications, and installing such pipe at the locations shown on the plans or designed by the County in substantial conformity with the established lines, trench widths, filter media, and grades. The work shall include furnishing and construction of such joints and connections to other pipes as may be required to complete the work, as shown on the plans or directed, together with the specified trench, filter media, and filter fabric materials. Filter media may be sand, gravel, gravel pack, and/or a combination thereof.

PART 2 - PRODUCTS

A. Underdrain Pipe: Underdrain pipe shall conform to the requirements of Florida Department of Transportation Standard Specification 948-2, Latest Edition. The perforations shall meet the requirements for perforations as specified in AASHTO M294. Pipe shall be perforated polyethylene ADS N-12 or approved equal.

B. Filter Aggregate shall be clean, washed gravel free of organic material and fines with minimum 33% percent voids. Aggregate shall be at least FDOT stone or equivalent.

C. Filter Fabric shall be Terratex EP (Woven) or approved equal meeting the requirements of FDOT Specification Section 985.

D. Filter sand shall be clean sand, free of organic materials and fines, with an effective grains size of 0.20 to 0.55 mm, uniformity coefficient of 1.5 to 4.0, a K value (recommended design permeability) not to exceed 2.5 ft/hr, and the contractor shall provide a grain-size analysis to the County for the project.

PART 3 - EXECUTION

3.1 STANDARD INSTALLATION:

A. Trenches shall be excavated to the dimensions shown on the plans or as directed. A bedding layer of filter aggregate or filter sand of the size shown on the plans shall be placed in the bottom of the filter fabric lined trench for its full width and length and compacted as directed.

B. Subdrainage pipe of the type and size specified shall be embedded firmly in the bedding material. All pipe sections shall be securely joined with the appropriate coupling fittings or bands as per manufacturer's specifications.

C. After the pipe installation has been inspected and approved, the specified filter aggregate, gravel pack, and/or filter sand shall be placed as shown on the drawings and filter fabric wrapped around the filter media with a minimum overlap (as required) on top. Install wire mesh at opening/outfall. Care shall be taken not to displace the pipe.

D. The Contractor shall take every precaution to prevent the entrance of soil and sediments into the filter bed during construction, which would sacrifice the integrity of the filter fabric and aggregate installed. Stormwater runoff and sedimentation controls to be provided so as to protect the underdrain or exfiltration trench system.

E. Installation of the corrugated polyethylene pipe shall be in accordance with the ASTM D-2321 Latest Revision.

F. Gravel packs shall be installed around the filter-drain underdrain pipe an average thickness of at least six inches from the underdrain pipe for all underdrain systems located within pond bottoms and pond banks. The minimum separation between the gravel pack and the top of the filter bed shall be two feet. A permeable filter fabric shall be wrapped around the gravel pack.

G. Cleanouts or inspection boxes shall be installed, at minimum, every 400 feet or as specified by plan, at every directional change or bend, and at the beginning (upstream) and at the terminus (downstream) of the underdrain pipes or exfiltration trench systems.

H. Cleanouts shall have vertical portions non-perforated, include water-tight caps, and shall incorporate fittings (wye fittings or elbow bends) that have an angle no less than 45 degrees.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be the length, in feet, of underdrain, which include trench filter fabric, measured in place, along the centerline and gradient of the underdrain, completed and accepted. The quantities to be paid for will be the length, in feet, of outlet pipe measured in place, along the centerline and gradient of the outlet pipe, completed and accepted. The quantity of underdrain inspection boxes and cleanouts to be paid for will be the number completed and accepted. When payment for gravel or sand filter media is on a volumetric basis, the quantity to be paid for will be the volume, in cubic yards, calculated based upon the length, width, and depth of the underdrain or exfiltration trench dimensions, minus the pipe volume, as shown on the plans, unless the filter media is specified as a bid item included in the costs of the underdrain or exfiltration system.

4.2 BASIS OF PAYMENT

Prices and payment for this item shall include all labor, equipment and materials necessary to complete the work in accordance with the plans and specifications. Materials covered under this pay item include but are not limited to: pipe including fittings, filter fabric, filter media, filter sand, filter aggregate, cleanout structures and inspections boxes. Payment shall be made for the underdrain or exfiltration pipe based upon the length of pipe. Unit prices will be established for the number of cleanouts structures and inspection boxes, unless otherwise specified as a bid item included in the under underdrain or exfiltration trench system. Unit prices will also be established for required cubic yard volume of gravel or sand filter media based upon the length, width, and depth of the underdrain or exfiltration trench, minus the pipe volume, as shown on the plans, unless otherwise specified as a lump sum bid item included in the costs of the underdrain or exfiltration trench system. No additional payment will be made for filter media overages larger than the specified plan volume. No additional payment will be made for excavation of the trench or lining the trench with filter fabric. No additional payment will be made for underdrain pipe with a sock filter fabric.

END OF SECTION 02320

SECTION 02340 - RIPRAP

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to work of this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, *Section 530*, and *Design Standards 281*, *Latest Edition*.

1.2 DESCRIPTION OF WORK

This section shall cover the work of furnishing and constructing the Riprap which shall consist of a protective course of stone or other approved materials on embankment slopes, in channels, or other work as shown on the plans or directed, with or without a Filter Blanket, all in accordance with these Specifications and in conformity with the lines and grades noted in the plan details.

PART 2 - PRODUCTS

2.1 MATERIALS

Rubble\Stone Riprap shall comply with Florida Department of Transportation *Standard Specification 530-2.2*

A. Banks and shore protection shall comply with Florida Department of Transportation *Standard Specification 530-2.2.1*.

B. Ditch lining shall comply with Florida Department of Transportation *Standard Specification 530-2.2.2*.

C. Broken stone and broken concrete shall comply with Florida Department of Transportation *Standard Specification 530-2.2.3*.

D. Geotextile fabric shall comply with Florida Department of Transportation *Standard Specification 514* and Florida Department of Transportation *Design Standards 104* according to its application.

E. Bedding stone shall comply with Florida Department of Transportation *Standard Specification 530-2.3*.

F. Sand/Cement Riprap: Materials and placement shall comply with Florida Department of Transportation *Standard Specification 530-2.1*.

PART 3 - EXECUTION

3.1 EXECUTION

A. Construction Requirements:

General: All slopes to be treated with riprap shall be trimmed to the lines and grades indicated by the plans or directed, such that the plan grades are the top of the placed riprap, unless otherwise noted. Loose material shall be compacted by methods approved by the Engineer or removed.

Slopes which require a filter blanket under the riprap shall, in addition to the above, be prepared as noted below.

1. Placement of any riprap on a filter blanket shall be by such means that will not damage or destroy the blanket. Any damage to the blanket shall be repaired without additional compensation.

2. Unless directed otherwise by the Engineer or shown by plan details, all outer edges and the top of riprap where the riprap terminates shall be formed so that the surface of the riprap will be embedded and even with the surface of the ground and/or slope.

3. All riprap construction shall begin at the bottom of the slope and progress upward.

4. Filter Blanket: Unless otherwise specified by the plans or ordered in writing, a fabric blanket will not be allowed for soils with 85% by weight passing the No. 200 sieve (U.S. Std.)

5. The bedding stone shall be constructed in accordance with Florida Department of Transportation Specification 530-3.3.

6. Foundation Preparation: Areas on which filter fabrics are to be placed shall be uniformly trimmed and dressed to conform to cross-sections shown by the plans.

B. Plastic Filter Fabric (Geotextile):

Plastic filter fabric shall be placed in the manner and at the locations shown in the plans or as directed by the Engineer. At the time of installation, fabric shall be rejected if it has defects, rips, holes, flaws, deterioration or damage incurred during manufacturer, transportation or storage. The fabric shall be placed with the long dimension parallel to the centerline of the channel or shoreline unless otherwise directed by the Engineer, and shall be laid smooth and free of tension, stress, folds, wrinkles or creases. The strips shall be placed to provide a minimum

width of 24 inches of overlap for each joint with the upstream strip of fabric overlapping the downstream strip. Overlap joints and seams shall be measured as a single layer of cloth. Securing pins with washers shall be inserted through both strips of overlapped cloth as recommended by the manufacturer, but no greater than the following intervals along a line through the midpoint of the overlap.

Pin Spacing	Slope
2 ft.	Steeper than 3:1
3 ft.	3:1 to 4:1
5 ft.	Flatter than 4:1

The fabric shall be turned down and buried two feet at all exterior limits except where a stone-filled key is provided below natural ground.

Additional pins regardless of location shall be installed as necessary to prevent any slippage of the filter fabric. Overlaps in the fabric shall be placed so that any upstream strip of fabric will overlap the downstream strip. Should the Engineer direct that the fabric be placed with the long dimension perpendicular to the centerline of the channel or shoreline, the lower strip of fabric shall underlap the next higher strip. Each securing pin shall be pushed through the fabric until the washer bears against the fabric and secures it firmly to the foundation. The fabric shall be protected at all times during construction from contamination by surface runoff and any fabric so contaminated shall be removed and replaced with uncontaminated fabric. Any damage to the fabric during its installation or during placement of riprap shall be replaced by the Contractor. The work shall be scheduled so that the manufacturer's recommendation for UV exposure is not exceeded or 5 days does not expire between placement of the fabric and the covering of the fabric with riprap, whichever is less.

3.2 STONE AND CONCRETE RUBBLE RIPRAP

General: Unless otherwise shown by plan details or directed, stone or concrete shall not be placed on slopes steeper than the natural angle of repose of the riprap material.

Placement of stone or concrete may, unless otherwise noted hereinafter, be placed by methods and equipment suitable for the purpose of placing the riprap in accordance with the requirements for the class riprap involved without damaging any existing facility or construction material.

The stone or concrete shall be placed in such a manner as to produce a reasonably well graded mass of rock with the minimum practical percentage of voids. Stone or concrete shall be laid with close broken joints and resting on the embankment slope. The top of the riprap shall be constructed to the lines, grades and thickness shown by the plans or as directed. Riprap shall be placed

to its full course thickness in one operation and in such a manner as to avoid displacing or damaging the filter blanket material. The larger stone or concrete shall be well distributed and the entire mass of stone or concrete, in their final position, shall conform to a reasonable uniform gradation. The finished riprap shall be free from objectionable pockets of small stone or concrete and clusters of larger stone or concrete. Open joints shall be filled with spalls, or small stone or concrete in such manner that all stone or concrete are tightly wedged or keyed. Placing riprap by dumping into chutes or by other methods likely to cause segregation of sizes will not be permitted. The desired distribution of the various sizes of stone or concrete throughout the mass shall be obtained by selective loading of the material at the source, by controlled dumping of successive loads during final placing, or by other methods of placement which will produce the specified results. The individual pieces of stone or concrete in each horizontal course shall be laid so that they will not break away from embankment. Rearranging of individual stone or concrete by mechanical equipment, or by hand, will be required to the extent necessary to obtain a reasonably well graded distribution of stone or concrete as specified above.

3.3 SAND/CEMENT RIPRAP

A. Placing: Immediately following mixing, the mixture shall be placed in the bags, tied (so that when laid in position, they will flatten out and give a thickness of not less than six inches) and placed flat on the area designed. Use only one type of bag per structure. Bags shall be layered and wedged against each other to form closed joints, with tied ends of sacks all laid in the same direction. Sacks ripped or torn in placing shall be removed and replaced with sound, unbroken sacks. When required to be placed under water, special care shall be taken to see that bags are closely jointed to give the same tight joints as required on dry slopes. After the riprap is placed, it shall be sprinkled with water as directed and kept damp for not less than three days. No sand/cement riprap shall be mixed in freezing weather.

B. Grouting: Immediately after watering, all openings between sacks shall be filled with dry grout composed of one part Portland cement and five parts sand.

C. Pinned/Staked Bags: Bags shall be pinned/staked when called for on drawings.

3.4 CLEAN UP

Before final inspection and acceptance, the Contractor shall remove all excess material from site and restore all disturbed areas to as good a condition as existed before work started.

3.5 MAINTENANCE

The Contractor shall maintain all riprap until the contract work is accepted, and shall replace, without additional compensation, any damaged or missing riprap.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. Sand-Cement: The quantity to be paid for will be the volume, in cubic yards, of sand actually used in the sand cement mixture and grout, satisfactorily placed and accepted. If sand is proportioned by volume, the sand will be measured loose in an approved measure prior to mixing with cement. If sand cement is proportioned by weight, approved scales will be used for this purpose and the volume will be calculated using a standard conversion factor for sand of 85lbs. /cubic feet. No adjustment of batch weights to allow for varying moisture content of the sand will be made.

B. Stone/Concrete Rubble and Bedding Stone: The quantities to be paid for will be, as per plans/bid schedule, and either by the weight in tons in surface dry natural state; by railroad scales, truck scales, or barge displacement, or by square yards (according to plan thickness.) The Contractor shall determine the weights as follows:

1. Railroad Weights: The Contractor shall weight railroad cars on railroad scales, before and after loading or before and after unloading. If weighed by other than the Engineer, a certified statement of weights will be required. Certificates of weight, furnished by the railroad company, will be accepted without further certification.

2. Truck Weights: The Contractor shall weigh trucks on certified scales, loaded and empty, as prescribed above for railroad weights. The Contractor shall weigh trucks in presence of the Engineer, or furnish certificates of weights.

3. Barge Displacement: The Engineer will measure each barge. The Contractor shall fit each barge with gauges graduated in tenths of a foot increment. The Contractor shall locate a gauge at each corner of the barge near the lower end of the rake. The Contractor shall furnish additional gauges amidships, if the Engineer deems necessary. The Engineer will review and check all computed weights. Weight certificates may be submitted.

4. In Place Measurement: The Contractor shall measure surface area (in square yards) of area riprap has been placed.

4.2 BASIS OF PAYMENT

A. Sand-Cement: Price and payment will be full compensation for all work specified in this Section, including all materials, labor, hauling, excavation, and backfill. The Contractor shall include the cost of dressing and shaping the existing fills (or subgrade) for placing riprap in the Contract unit price for Riprap (Sand-Cement.)

B. Stone/Rubble: Price and payment will be full compensation for all work specified in this Section, including all materials, hauling, excavation, and backfill. The Contractor shall include the cost of dressing and shaping the existing fill (or subgrade) for placing riprap in the Contract unit price for Riprap (Stone/Rubble). As an exception to the above, concrete that is shown to be removed from the project site and subsequently disposed of by being crushed and used in the embankment as riprap will not be paid for under this section. Include the cost of such work order under Removal of Existing Structures.

C. Bedding Stone: Price and payment will be full compensation for all work specified in this Section, including all materials and hauling. The Contractor shall include the cost of dressing and shaping the existing fills (or subgrade) for placing bedding stone in the Contract unit price for Riprap (Stone/Rubble).

END OF SECTION 02340

SECTION 02400 - GRADED AGGREGATE BASE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Specification Sections, apply to the work of this section.

1.2 DESCRIPTION OF WORK

This item shall consist of a base course of graded aggregate constructed on a subgrade prepared in accordance with the specifications and in conformity with the line, grades and typical cross-section as shown on the drawings.

PART 2 - PRODUCTS

2.1 MATERIALS

Use graded aggregate material which yields a satisfactory mixture meeting all the requirements of these Specifications after it has been crushed and processed as a part of the mining operations.

The Contractor may furnish the material in two sizes of such gradation that, when combined in a central mix plant pugmill, the resultant mixture meets the required specifications.

Use graded aggregate base material of uniform quality throughout, substantially free f rom organic matter, shale, lumps and clay balls, and having a Limerock Bearing Ratio value of not less than 98. Use material retained on the No.10 sieve composed of aggregate meeting the following requirements:

Soundness Loss, Sodium, Sulfate: AASHTO T 104.....15%
Percent Wear: AASHTO T 96 (Grading A)
Group 1 Aggregates..... 45%
Group 2 Aggregates..... 65%
Group 1 : This group of aggregates is composed of limestone, marble, or dolomite.
Group 2: This group of aggregates is composed of granite, gneiss, or quartzite.
Use graded aggregate base material meeting the following gradation:

Sieve Size	Percent by Weight Passing
2 inch	100
1 1/2 inch	95 to 100
3/4 inch	65 to 90
3/8 inch	45 to 75
No. 4	35 to 60

No. 10	25 to 45
No. 50	5 to 25
No. 200	0 to 10

For Group 1 aggregates, ensure that the fraction passing the No. 40 sieve has a Plasticity I ndex (AASHTO T 90) of not more than 4.0 and a Liquid Limit (AASHTO T 89) of not more than 25, and contains not more than 67% of the weight passing the No. 200 sieve.

For Group 2 aggregates, ensure that the material passing the No. 10 sieve has a sand equivalent (AASHTO T 176) value of not less than 28.

The Contractor may use graded aggregate of either Group 1 or Group 2, but only use one group on any Contract. (Graded aggregate may be referred to hereinafter as “aggregate”.)

2.2 EQUIPMENT

The aggregate shall be spread by mechanical rock spreaders, equipped with a device which strikes off the aggregate uniformly to laying thickness, and capable of producing an even distribution of the aggregate. For crossovers, intersections and ramp areas; for roadway widths of 20 feet or less; for the main roadway area when forms are used and for any other areas where the use of a mechanical spreader is not practicable; spreading may be done by bulldozers or blade graders. All equipment for proper construction of this project shall be in first-class working condition.

PART 3 - EXECUTION

3.1 TRANSPORTING GRADED AGGREGATE

The graded aggregate shall be transported to the point where it is to be used, over aggregate previously placed if practical, and dumped on the end of the preceding spread. Hauling over the subgrade and dumping on the subgrade will be permitted when, in the County’s opinion, these operations will not be detrimental to the subgrade.

3.2 SPREADING GRADED AGGREGATE

A. Method of Spreading: The graded aggregate shall be spread uniformly. All segregated areas of fine or coarse aggregate shall be removed and replaced with properly graded aggregate.

B. Number of Courses: When the specified compacted thickness of the base is greater than six inches, the base shall be constructed in two courses. The thickness of the first course shall be a pproximately one-half the total thickness of the finished base, or enough addi tional material added to bear the weight of the construction equipment without disturbing the

subgrade. When compacted thickness is six inches or less, graded aggregate shall be placed in one lift.

3.3 COMPACTING AND FINISHING BASE

A. Single-Course Base: For single-course base, after the spreading is completed, the entire surface shall be scarified and then shaped so as to produce the required grade and cross-section, free of scabs and laminations, after compaction.

B. Multiple-Course Base: For multiple-course base, the first course shall be cleaned of foreign material and bladed and brought to a surface cross-section approximately parallel to that of the finished base. Prior to the spreading of any material for the upper course, the density tests for the lower course shall be made, and the County shall have proof that the required compaction has been obtained. After the spreading of the material for the second course is completed, its surface shall be finished and shaped so as to produce the required grade and cross-section after compaction, and free of scabs and laminations.

C. Moisture Content: When the material does not have the proper moisture content to ensure the required density, wetting or drying will be required. When water is added, it shall be uniformly mixed-in by disking to the full depth of the course which is being compacted. Water shall be added before beginning compaction operations. Wetting or drying operations shall involve manipulation, as a unit, of the entire width and depth of the course which is being compacted. This shall be performed utilizing the speedy moisture meter.

3.4 DENSITY REQUIREMENTS

As soon as proper conditions of moisture are attained, the material shall be compacted to a density of not less than 98% of the modified proctor maximum density as determined by AASHTO T-180 (Modified Proctor.)

3.5.1 TESTING SURFACE, PROTECTION, AND MAINTENANCE

A. Density Tests: A minimum of at least one field density test on each course of compacted base shall be performed for every 500 square yards, or every 300 linear feet of road pavement, or as directed by the Engineer. Additional tests may be made if deemed necessary by the Engineer and/or County/CEI.

B. During final compacting operations, if blading of any areas is necessary to obtain the true grade and cross-section, the compacting operations for such areas shall be completed prior to making the density tests on the finished base.

C. Correction of Defects: Contamination of Base Material: If, at any time, the subgrade material should become mixed with the base course materials, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the subgrade and replace the materials removed with clean base material, which shall be shaped and compacted as specified above.

D. Cracks and Checks: If cracks or checks appear in the base, either before or after priming, which in the opinion of the County, would impair the structural efficiency of the base, the Contractor shall remove the cracks or checks by re-scarifying, reshaping, adding base material where necessary, and re-compacting, without additional compensation.

E. Compaction of Widening Strips: Where base construction consists of widening strips and the trench width is not sufficient to permit use of standard base compaction equipment, compaction shall be accomplished by use of vibratory compactors, trench rollers, mechanical plate tampers, or other special equipment which will achieve the density requirements specified herein. When multiple-course base construction is required by the plans or specifications, the required compaction shall be achieved in each course prior to spreading material for the overlaying course.

F. Testing Surface: The finished surface of the base course shall be checked from the required crown and ensure longitudinally a smooth, consistent surface for the placement of the asphalt course(s). All irregularities, greater than 1/4 inch per 15' straight edge test, shall be corrected, after which the entire area shall be re-compacted and tested as specified herein before. In the testing of the surface, the measurements will not be taken in small holes caused by individual pieces of rock having been pulled out by the grader.

G. Priming and Maintaining:

Priming: The prime coat shall be applied only when the base meets the specified density requirements and the moisture content in the top half of the base does not exceed 90% of the optimum moisture of the base material. At the time of priming, the base shall be firm, unyielding and in such condition that no undue distortion will occur. See FDOT Prime Coat Specification.

Maintaining: The Contractor will be responsible for assuring that the true crown and template are maintained, with no rutting or other distortions, and that the base meets all the requirements, at the time the surface course is applied.

H. Thickness Requirements:

Measurements: Thickness of the base shall be measured at intervals in

such a manner that each test represents 500 square yards, or every 300 linear feet of road pavement, or as otherwise directed by the County. Measurements shall be taken at various points on the cross-section, through holes not less than three inches in diameter.

Areas Requiring Correction: Where the compacted base is deficient by more than ½ inch from the thickness called for in the plans, the Contractor shall correct such areas. The affected areas shall then be brought to the required state of compaction and to the required thickness and cross-section.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT:

The quantity to be paid for will be the area, in square yards, completed and accepted.

4.2 BASIS OF PAYMENT:

Price and payment will be full compensation for all work specified in this section, including dust abatement, correcting all defective surfaces and deficient thickness, removing cracks and checks, the additional aggregate required for such crack elimination, and the prime coat.

END OF SECTION 02400

SECTION 02410 – RECYCLED CONCRETE AGGREGATE BASE
(CRUSHED CONCRETE)

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of contract, including General and Supplementary Conditions and other Specification Sections, apply to the work of this section.

1.2 The County recognizes the beneficial reuse of construction materials where said materials can be used in a manner that provides a construction product meeting specifications adopted by state and/or federal agencies. As such, the County shall allow, as noted below, the use of Recycled Concrete Aggregate (RCA) for the purpose of constructing an aggregate base course for the placement of an asphaltic concrete surface course in accordance with this section.

1.3 This section shall conform to section 2400 G.A.B. except as noted.

1.4 SPECIFIC CONSENT REQUIRED

Recycled Concrete Aggregate may only be used on projects with specific written consent of the County Engineer, or designee, subject to the conditions outlined herein. No such permission shall be given until the requirements of Items 2.1 through 3.1.A-D have been affirmatively addressed by the Engineer of Record for the project. Additionally, construction may not proceed until the requirements of Item 3.2.B have been addressed. Should construction commence more than six months after the date of the geotechnical report and/or roadway locations and/or elevations change, a geotechnical addendum shall be submitted confirming groundwater elevations. Should County staff observe differing construction or material conditions after approval; additional testing or re-evaluation of existing conditions for use may be required. RCA installations not in compliance with these specifications shall be subject to removal and replacement.

PART 2 - PRODUCTS

2.1 MATERIALS

The material requirements of Recycled Concrete Aggregate shall be in accordance with the Florida Department of Transportation Special Provisions Specification Section 204, “Graded Aggregate Base.”

A. Recycled Concrete Aggregate used shall not be required to comply with FDEP source approval requirements specified in FAC 62-701.730 or be qualified as a clean debris source under FDEP rules, as outlined in Florida Department of Transportation Special Provisions Specification Section 204-2.2, “ Graded Aggregate Base.” The aggregate supplied shall be

capable of meeting the requirements outlined in this item. NO material shall be used that has been obtained from potentially contaminated sources that may contain asbestos or other hazardous materials.

PART 3 - EXECUTION

3.1 SPECIFIC USE & LOCATION REQUIREMENTS

A. The use of Recycled Concrete Aggregate shall be in accordance with the Florida Department of Transportation *Special Provisions Specification Section 204, "Graded Aggregate Base."* It should be noted RCA may not be used on FHWA funded projects.

B. Unless the Engineer of Record can demonstrate that the grading plan provides a minimum vertical separation of 18 inches between the bottom of the base and the seasonal high water table provided in the geotechnical report, permanent groundwater control measures shall be incorporated in the roadway design (i.e. under drains with positive out falls, etc.). If the subsurface conditions encountered in the geotechnical study indicate the presence of, or the potential for, perched groundwater, the geotechnical engineer shall address the appropriate measures to remedy perched groundwater in the geotechnical report or addendum.

C. The Engineer of Record shall as part of the original construction plans approved by the County or by addendum approved by the County provide construction details and specifications for the road section(s) to be used with RCA. The section shall include material types, thickness requirements, and compaction requirements for all materials required for the flexible pavement section. The plan and profiles shall detail groundwater levels (apparent or perched) and the use of under drains with positive out falls, where applicable/appropriate. Where under drains are required, they shall be detailed in cross section relative to the road section. The Engineer of Record shall also provide calculations which detail the calculated capacity of all components of the underdrain section, transmission pipes and receiving system.

D. If, during the time period of construction, water is observed bleeding thru the pavement, new or additional permanent groundwater control measures to a positive, approved, out fall shall be installed. Such measures shall be submitted to the County for review and approval per Item C above.

3.2 TESTING & CERTIFICATION REQUIREMENTS

A. The installation of Recycled Concrete Aggregae shall be in accordance with the Florida Department of Transportation *Special Provisions Specification Section 204, "Graded Aggregate Base."*

B. Upon delivery of RCA to the project site, the contractor, NOT the supplier, shall provide to the County a report from an independent FDOT certified testing laboratory certifying that the material meets the gradation and Limerock Bearing Ratio requirements of Florida Department of Transportation *Special Provisions Specification Section 204, "Graded Aggregate Base."*

C. During the course of construction, quality control samples of RCA delivered to the project site shall be selected under the supervision of the County, or its representative, for gradation testing. Sampling shall be at a minimum frequency of one sample for every 3,600 square yards of in-place base material.

D. All testing shall be in accordance with Florida Department of Transportation *Special Provisions Specification Section 204, "Graded Aggregate Base,"* and/or the County requirements, whichever is more stringent.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT:

The quantity to be paid for will be the area, in square yards, completed and accepted.

4.2 BASIS OF PAYMENT:

Price and payment will be full compensation for all work specified in this section, including dust abatement, correcting all defective surfaces and deficient thickness, removing cracks and checks, the additional aggregate required for such crack elimination, and the prime coat.

END OF SECTION 02410

SECTION 02440 – SUPERPAVE ASPHALT BASE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of Contract, including General and Supplementary Conditions and other Specifications sections, apply to work of this section.

1.2 SUBMITTALS

Submit certification of compliance with applicable specifications in accordance with *Section 01300, "Submittals".*

1.3 ENVIRONMENTAL CONDITIONS

Construct bituminous courses when underlying course is dry, and when atmospheric temperature is 40°F and rising for courses 1½" or greater, and 45°F and rising for courses less than 1½".

1.4 CONSTRUCTION EQUIPMENT

A. Spreading Equipment: Self-propelled electronically controlled type, unless other equipment is authorized. Spreading equipment shall be capable of spreading hot bituminous mixtures without tearing, shoving, or gouging and to produce a finished surface of specified grade and smoothness. The use of a spreader that leaves indented areas or other objectionable irregularities in the fresh laid mix during operations will not be permitted.

B. Rolling Equipment: Self-propelled pneumatic-tired rollers supplemented by three-wheel and tandem type steel wheel rollers. The number, type and weight of rollers shall be sufficient to compact the mixture to the required density without detrimentally affecting the compacted material. All rollers shall be suitable for rolling hot-mix bituminous pavements and capable of reversing without backlash. Pneumatic-tired rollers shall be capable of being operated both forward and backward without turning on the mat, and without loosening the surface being rolled. Equip rollers with suitable devices and apparatus to keep the rolling surfaces wet and prevent adherence of bituminous mixture.

At the Contractor's option, vibratory rollers especially designed for bituminous concrete compaction may be used, provided rollers do not impair stability of pavement structure and any underlying layers. Repair depressions in pavement surfaces resulting from use of vibratory rollers at no cost to the Owner. Rollers shall be self-propelled, single or dual vibrating drums, and steel drive wheels, as applicable; equipped with variable amplitude and separate controls for energy and propulsion.

C. Hand Tampers: Hand tampers shall weigh not less than 25 pounds and have a tamping face of not more than 50 square inches.

D. Mechanical Hand Tampers: Commercial type, operated by pneumatic pressure or by internal combustion.

PART 2 - PRODUCTS

2.1 MATERIALS

All materials shall conform to the requirements of these Specifications for the pavement sections as shown on the drawings.

PART 3 - EXECUTION

3.1 TRANSPORTATION OF BITUMINOUS MIXTURES

Deliver mixture to the area to be paved in such a manner that the temperature, at the time of dumping into the spreader, shall be not less than 285°F or greater than 34 5°F or that temperature required to obtain the specified compaction. Reject any load that has become wet prior to placing or falls outside of the above temperature ranges.

3.2 PLACING

Provide line and grade stakes as necessary for control. Place grade stakes in lanes parallel to centerline of area to be paved, and suitably space for string lines. Place and compact bituminous courses in such thicknesses as to achieve density and smoothness requirements. Maximum lift of bituminous base course shall not exceed 3 inches. Prior to laying the base course, clean underlying course of foreign and objectionable matter with power blowers, power brooms, or hand brooms in places inaccessible to power equipment, and inspect for compaction and smoothness requirements. The range of temperatures of the mixtures at the time of spreading shall be between 285°F and 345°F. Reject bituminous mixture having a temperature outside these limits when dumped into the hopper of the spreader. Adjust mechanical spreader and regulate speed so that the surface of the course is smooth, and when compacted conforms to depth, cross sections, grades and contours indicated. When irregularities of surface or deficiency in depth is more than specified tolerances, remove defective work and replace with new material. Whenever possible, place the mixture in strips not less than 10 feet wide. Overlap rolling to previously placed strip and extend to overlap first strip. Place mixture as continuously as possible. Shovelers and rakers shall follow spreading equipment, adding hot mixture and raking as required to produce a course that, when completed, shall conform to requirements specified. In areas where the use of machine spreading is impractical, mixture may be spread by hand. Distribute mixture into place from dump boards by means of hot shovels and spread with hot rakes in a uniformly

loose layer of such thickness that, when completed, it conforms to required grade and thickness. Do not dump loads any faster than they can be handled by shovelers and rakers. Paint contact surfaces of previously constructed curbs, manholes, and similar structures with a thin coat of emulsion or other approved bituminous material prior to placing the bituminous mixture.

3.3 COMPACTION OF MIXTURE

A. Affect compaction by rolling. Begin rolling as soon after placing as the mixture will bear the roller without undue displacement. Delays in rolling freshly spread mixture will not be tolerated. Start rolling longitudinally at extreme sides of lanes and proceed toward center of pavement, overlapping on successive strips by at least one-half the width of rear wheel of roller. Alternate trips of roller shall be slightly different lengths. Affect initial longitudinal rolling by the use of steel roller. Make tests for conformity with specified crown, grade and smoothness immediately after initial compression. Before continuing rolling, correct any variations by removing or adding materials, then roll course using pneumatic-tired rollers or tandem rollers, while mixture is hot and in condition suitable for proper compaction. Speed of rollers shall not exceed 3 miles per hour and at all times be slow enough to avoid displacement of hot mixture. Correct any displacement of mixture at once by use of rakes and apply fresh mixture or remove mixture as required. Continue rolling until all roller marks are eliminated. During rolling, moisten rollers to prevent adhesion of mixture to rolling surfaces, but do not permit an excess of water. Provide sufficient rollers for each spreading machine in operation on the job and to handle plant output. In places not accessible to rollers, compact mixture with hot pneumatic or manual hand tampers. Skin patching of an area that has been rolled is not permitted. Remove any mixture that becomes mixed with foreign material or is defective, replace with fresh mixture, and compact to density of surrounding area. Roller shall not pass over unprotected edge until asphalt has cooled to at least 120°F. Contractor shall provide workmen who are capable of performing work incidental to correction of pavement irregularities. After final rolling, permit no traffic of any kind on the pavement until the surface temperature has cooled to at least 120°F. Surface temperature shall be measured with surface thermometers or other satisfactory methods.

B. Testing Base Course:

1. Density: Within the entire limits of the width and depth of the base, obtain a minimum density in all areas of the roadway of 98% of modified Proctor maximum density as determined by AASHTO FM 1-T 180, Method D. Compact the base of any LOT of shoulder pavement to not less than 95% of the modified Proctor maximum density as determined by FM 1-T 180, Method D. Additional tests and cores may be required at the County's discretion.

2. Thickness: Measure thickness throughout the placement of any and all courses. In addition, perform periodic check on the yield during the placement of any and all courses. The maximum allowable deficiency at any point shall not be more than 1/4 inch less than the indicated thickness for the course. The average thickness of the course shall not be less than the indicated thickness. Where he deficiency is more than the specified tolerances, the contractor shall correct each such representative area or areas by removing the pavement in question and replacing with new pavement.

3. Smoothness: Straightedge the compacted surface of the course, utilizing a 15' rolling straightedge, as deemed necessary by the County. Apply a rolling straightedge parallel with the centerline of the road and a non-rolling straightedge at right angles to the centerline of the road after final rolling. Unevenness of the course shall not vary more than plus or minus 3/16 inch in 15 feet. Correct any portion of the pavement showing irregularities greater than that specified.

4. Thicknesses and Density Requirements: The thickness and density shall e checked at intervals not to exceed one per 300 linear feet of roadway, but in any case, should not be less than three tests. Tests shall be staggered to ensure representative sampling.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

ASPHALT BASE COURSE:
The uantity to be paid for will be the area, in square yards, of asphalt base course after adjustment to the equivalent area of specified thickness.

4.2 BASIS OF PAYMENT

ASPHALT BASE COURSE:
Prices and payments will be full compensation for all work specified in this Section.

END OF SECTION 02440

SECTION 02460 - SAND-CLAY BASE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction* (FDOT 2000 Specs), *Sections 240 and 912*, *Latest Edition.*

1.2 DESCRIPTION OF WORK

This item shall consist of a base course composed of sand-clay mixtures constructed on a subgrade prepared in accordance with the specifications and in conformity with the line and grades shown on the drawings.

1.3 USE

Sand-clay base may only be ued on projects with specific written consent from the County Engineer, or designee, subject to the conditions outlined herein.

Graded aggregate base shall be utilized in unsuitable soils, moisture sensitive areas, where g oundwater fluctuates to within two feet of average grade, adjacent to wetlands/surface waters where the subgrade soils have a low permeability, and for roadways that will be dedicated to the County for maintenance.

PART 2 - PRODUCTS

2.1 MATERIALS

A. All materials shall be secured from sources approved by the County and shall be furnished by the Contractor.

B. Sand-Clay shall consist of natural or artificial mixtures of clay or soil binder and gravel, sand or other aggregates. The materials shall be free from organic matter and trash and shall not contain any aggregate particles that will not pass a one-inch (1") sieve. It shall be uniform and shall not contain lumps or aggregate in sufficient quantity to prevent securing a smooth surface free from pits or pockets.

C. The material passing the 10-mesh sieve shall meet the following requirements:

1. Clay (material smaller than 0.005mm) 8-21%

2. Silt (material from 0.05 to 0.005mm) 0-10%

3. Combined Clay and Silt 8-25%

D. It shall have a plasticity index of not more than 6 and have a liquid limit of not more than 25. The material shall have the minimum limerock bearing ratio (LBR) of 75.

PART 3 - EXECUTION

3.1 PLACING AND MIXING MATERIALS

A. Sand-Clay Base; minimum 6-inch compacted thickness. At least 98 percent of the modified proctor maximum dry density must be achieved throughout the full material thickness. The proposed sand-clay base material must be checked by a registered geotechnical engineer or by using hydrometer testing to determine clay content.

B. The material may be dumped directly on the subgrade, but shall be uniformly distributed. The loose thickness will be checked continuously by the Contractor to insure that the finished base course will have the thickness and shape required by the typical section.

3.2 COMPACTING AND FINISHING SAND-CLAY BASE

A. General: After spreading is completed, the base shall be compacted with water being added as required, until the required density has been obtained.

B. Density Requirements: As soon as the proper condition of moisture is attained, the material shall be compacted to a density not less than 98 percent of maximum density as determined by modified proctor test ASTM 1557.

C. Finishing: Upon completion of the initial compaction, the entire surface shall be scarified and then shaped to exact crown and cross-section. The base shall be re-watered, if needed, before final compaction. Final compaction shall be done with any type compacting equipment, in conjunction with traffic rollers, which will obtain the required density. Compaction shall continue until the required density has been obtained and until free water disappears from the surface.

D. Correction of Defects: If at any time, the sub-grade material should become mixed with the base course material, the Contractor shall, without additional compensation, dig out and remove the mixture, reshape and compact the sub-grade and replace the materials removed with base material, which shall be watered, if needed, and rolled until the

required density is obtained.

E. Priming: Allow base to cure until moisture does not exceed 90 percent of optimum moisture content for the base course material. Priming shall meet the requirements of Section 300 of FDOT *Standard Specifications, Latest Edition.*

3.3 TESTING SURFACE, PROTECTION AND MAINTENANCE

A. Testing Surfaces: The finished surface of the base course shall be true to the grades shown on drawings. All i regularities greater than 3/ 8-inch shall be corrected by scarifying and removing or adding base material as may be required, after which the entire area shall be re-compacted to meet the specified density requirements.

B. Thickness of Base: A three-eighths inch (3/8") under tolerance in the base will be allowed. All areas where the thickness of the completed base is less than the thickness required after such tolerance shall be corrected by scarifying, adding base material and re-compacting.

C. Protection, Priming and Maintaining: The base shall be kept well drained at all times. Wherever ruts or low spots are found, the areas affected shall be brought to grade and, if necessary, shall be kept moist until the prime coat is applied, so as to prevent dusting and raveling.

D. Thicknesses and Density Requirements: The thickness and density shall be checked at intervals not to exceed one per 300 linear feet of roadway. In no case shall less than three t sts be performed. Tests shall be staggered to ensure representative sampling.

E. Paved Areas: Make at least one field density test of each compacted fill layer (subgrade, base, etcetera) for every 300 l inear feet of roadway or equivalent area, but in no case less than three tests. Tests shall be staggered to ensure representative sampling.

PART 4 – MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

Sand-clay Base to be paid for will be the plan quantity, in square yards.

4.2 BASIS OF PAYMENT

Price and Payment will be full compensation for all work specified in this Section, including all materials; all clearing and grubbing of material pits; all stripping of overburden from the pits, if required; all hauling of material, application of prime and all incidentals necessary to complete the work.

END OF SECTION 02460

SECTION 02500 – SUPERPAVE ASPHALT CONCRETE

PART 1 - GENERAL

1.1 GENERAL

A. Construct a Type SP Asphalt pavement for local agencies using the type of mixture specified in the Contract, or when offered as alternates, as approved.

B. For this Section only, all references to the Department shall mean the County. All references to the Engineer shall mean the Engineer of Record, designated Engineer of Escambia County and/or CEI.

C. The County will accept the work based on one of the following methods as described in Part 5: 1) Certification, 2) Certification and process control testing by the Contractor, 3) acceptance testing by the County, or 4) other method(s) as determined by the Contract.

1.2 LAYER THICKNESSES

A. Use only fine graded Type SP asphalt mixes. Fine graded mixes are defined as having a gradation that passes above the restricted zone when plotted on an FHWA 0.45 Power Gradation Chart.

B. FINE MIXES: The allowable structural layer thicknesses for fine Type SP Asphalt Concrete mixtures are as follows:

Type SP 9.5	1-1 ½ inches
Type SP 12.5	1 ½ - 2 ½ inches
Type SP 19.0	2-3 inches

In addition to the minimum and maximum thickness requirements, the following restrictions are placed on fine mixes when used as a structural course:

Type SP 9.5 - Limited to the final (top) structural layer, one layer only

Type SP 12.5 - May not be used in the first layer of courses over 3 1/ 2 inches thick, nor in the first layer of courses over 2 3/4 inches thick on limited access facilities.

The thickness of the new pavement may be checked by core samples, as determined by the Engineer. The Contractor shall be required to correct any deficiency either by replacing the full thickness; or overlaying the area as directed by the Engineer. County inspection shall be performed and all base failures shall be corrected prior to asphalt installation.

Type SP 19.0 - May not be used in the final (top) structural layer.

C. ADDITIONAL REQUIREMENTS: The following requirements also apply to fine Type SP Asphalt Concrete mixtures:

1. A minimum 1 1/2 inch initial lift is required over an Asphalt Rubber Membrane Interlayer (ARMI).

2. When construction includes the paving of adjacent shoulders (5 feet wide or less), the layer thickness for the upper pavement layer and shoulder shall be the same and paved in a single pass, unless shown differently in the plans.

3. Use the minimum and maximum layer thicknesses as specified in 1.2 B above unless shown differently in the plans. On variable thickness overbuild layers, the minimum allowable thickness may be reduced by 1/2 inch, and the maximum allowable thickness may be increased 1/2 inch, unless shown differently in the plans.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

Meet the material requirements specified in F DOT Standard Specifications Division III. Specific references are as follows:

Superpave PG Asphalt Binder or Recycling Agent – Sections 916-1, 916-2
Coarse Aggregate, Stone, Slag or Crushed Gravel – Section 901
Fine Aggregate – Section 902

Aggregates utilized on Escambia County projects must be in accordance with FDOT Qualified Products List

2.2 GRADATION REQUIREMENTS

Combine the coarse and fine aggregate in proportions that will produce an asphalt mixture meeting all of the requirements defined in this Specification and conform to the gradation requirements at d sign as defined in Table 1 bel ow. Aggregates from various sources may be combined.

Table 1
Aggregate Gradation Control Points
(Gradation Design Ranges)

	Type SP Asphalt Mixture (Percent Passing)					
	SP 9.5		SP 12.5		SP 19.0	
Sieve Size	Min.	Max.	Min.	Max.	Min.	Max
1 inch	-	-	-	-	100	-

3/4 inch	-	-	100	-	90	100
1/2 inch	100	-	90	100	-	90
3/8 inch	90	100	-	90	-	-
No. 4	-	90	-	-	-	-
No. 8	32	67	28	58	23	49
No. 200	2	10	2	10	2	8
For additional information, refer to AASHTO M-323-04, Table 3						

2.3 RESTRICTED ZONE

The gradation ientified in 2.2 shall pass above the restricted zone specified in Table 2 below.

Table 2
Aggregate Gradation Restricted Zone (Design Only)

Sieve Size within Restricted Zone	Boundaries of Restricted Zone Type SP Asphalt Mixture (Percent Passing)					
	SP 9.5		SP 12.5		SP 19.0	
	Min.	Max.	Min.	Max.	Min.	Max
No. 4	-	-	-	-	-	-
No. 8	47.2	47.2	39.1	39.1	34.6	34.6
No. 16	31.6	37.6	25.6	31.6	22.3	28.3
No. 30	23.5	27.5	19.1	23.1	16.7	20.7
For additional information, refer to AASHTO M-323-04, Table 4						

2.4 AGGREGATE CONSENSUS PROPERTIES

A. Meet the following consensus properties at design for the aggregate blend:

1. Coarse A ggregate A ngularity: When tested in accordance with ASTM D 5821, meet the coarse aggregate angularity requirement defined in Table 3 below.

Table 3
Coarse Aggregate Angularity Criteria
(Minimum Percent Fractured Faces)

	Depth of Top of Pavement Layer From Surface			
	≤4 inches		>4 inches	
	1 or More Fractured Faces (%)	2 or More Fractured Faces (%)	1 or More Fractured Faces (%)	2 or More Fractured Faces (%)
	85	80	60	-
For additional information, refer to AASHTO M-323-04, Table 5				

2. Fine Aggregate Angularity: When tested in accordance with AASHTO T-304, meet the fine aggregate angularity requirement defined in Table 4 below.

Table 4 Fine Aggregate Angularity Criteria		
	Depth of Top of Pavement Layer From Surface	
	≤4 inches	>4 inches
	Minimum Uncompacted Void Content (%)	Minimum Uncompacted Void Content (%)
	45	40
For additional information, refer to AASHTO M-323-04, Table 5		

3. Flat and Elongated Particles: When tested in accordance with ASTM D 4791, use a ratio of maximum to minimum dimensions of 5:1 and do not exceed 10% as the maximum amount of flat and elongated particles.

2.5 USE OF RECLAIMED (MILLED) ASPHALT PAVEMENT

A. General Requirements: Reclaimed Asphalt Pavement (RAP) may be used as a component material of the asphalt mixture subject to the following:

1. The Contractor assumes responsibility for the design of asphalt mixes which incorporate RAP as a component material.

2. For design purposes, the Contractor assumes responsibility for establishing accurate specific gravity values for the RAP material. This may be accomplished by one of the following methods:

   a. Calculation of the bulk specific gravity value based upon the effective specific gravity of the RAP, determined on the basis of the asphalt binder content and maximum specific gravity. The Engineer and/or Engineer of Record will approve the estimated asphalt binder absorption value used in the calculation.

   b. Testing of the extracted aggregate obtained through a vacuum extraction or ignition oven extraction.

3. The amount of RAP material used in the mix is not to exceed 50% by weight of total aggregate.

4. Use a grizzly or grid over the RAP cold bin, in-line roller crusher, screen, or other suitable means to prevent oversized RAP material from showing up in the completed recycled mixture.

If oversized RAP material appears in the completed recycled mix, take the appropriate corrective action immediately. If the appropriate corrective actions are not taken immediately, plant operations should be stopped.

5. Provide stockpiled RAP material that is reasonably consistent in characteristics and contains no aggregate particles that are soft or conglomerates of fines.

6. Provide RAP, having minimum average asphalt content of 4.0% by weight of total mix. The Engineer may sample the stockpile to verify that this requirement is met.

B. Binder for Mixes with RAP: Select the appropriate binder based on the table below. The Engineer and/or Engineer of Record reserves the right to change binder type and grade at design based on the characteristics of the RAP binder, and reserves the right to make changes during production. Maintain the viscosity of the recycled mixture within the range of 4,000 to 12,000 poises. Obtain a sample of the mixture for the Engineer within the first 1,000 tons and at a frequency of approximately one per 4,000 tons of mix.

Binder Grade for Mixes Containing RAP	
% RAP	Asphalt Binder Grade
<20	PG 67-22
20-29	PG 64-22
≥ 30	Recycling Agent
Note: When a PG 76-22 Asphalt Binder is called for in the Contract, limit the amount of RAP material used in the mix to a maximum of 15%.	

PART 3 - GENERAL COMPOSITION OF MIXTURE

3.1 GENERAL

Compose the asphalt mixture using a combination of aggregate (coarse, fine or mixtures thereof), mineral filler, if required, and asphalt binder material. Size, grade and combine the aggregate fractions to meet the grading and physical properties of the approved mix design. Aggregates from various sources may be combined.

3.2 MIX DESIGN

A. Design the Type SP asphalt mixture in accordance with AASHTO PP-28, except as noted herein, to meet the requirements of this Specification. Use only previously approved designs. Prior to the production of any Type SP asphalt mixture, submit the proposed mix design with supporting

test data indicating compliance with all Type SP asphalt mix design criteria.

The Engineer and/or Engineer of Record will consider any marked variations from original test data for a mix design or any evidence of inadequate field performance of a mix design as sufficient evidence that the properties of the mix design have changed, and the Engineer and/or Engineer of Record will no longer allow the use of the mix design.

1. Grading Requirements: Meet Gradation Design Ranges in PART 2.

2. Gyratory Compaction: Compact the design mixture in accordance with AASHTO TP-4. Use the number of gyrations as defined in the table below.

Type SP Design Gyratory Compactive Effort			
	$N_{initial}$	N_{design}	$N_{maximum}$
SP Mixes	7	75	115

3. Volumetric Criteria: Use an air void content of the mixture at design of 4.0% at the design number of gyrations (N_{design}). Meet the requirements of the table below.

Mixture Densification Criteria			
	% G_{mm}		
	$N_{initial}$	N_{design}	$N_{maximum}$
SP Mixes	$\geq$ 89.0	96.0	$\leq$ 98.0

4. VMA Criteria: Meet the requirements of the table below for Voids in the Mineral Aggregate (VMA) of the mixture at the design number of gyrations.

VMA Criteria	
Type Mix	Minimum VMA (%)
SP 9.5	15.0
SP 12.5	14.0
SP 19.0	13.0

5. VFA Criteria: Meet the requirements of the table below for voids filled with asphalt (VFA) of the mixture at the design number of gyrations.

VFA Criteria	
	Design VFA (%)
SP Mixes	65 - 75

6. Dust Proportion: Use an effective dust-to-binder ratio as efined in FDOT Section 334-3.2.5.

7. Moisture Susceptibility: Provide a mixture (4 inch s pecimens) having a retained tensile strength ratio of at least 0. 80 and a minimum tensile strength (dry and unconditioned) of 100 psi.

8. Additional Information: In addition to the requirements listed above, provide t he following information with each proposed mix design submitted for use:

    a. The design number of gyrations (N_{design}).

    b. The source and description of the materials to be used.

    c. The FDOT source number product code of the aggregate components furnished from an FDOT approved source.

    d. The gradation and proportions of the raw materials as intended to be combined in the paving mixture. The gradation of the component materials shall be representative of the material at the time of use. Compensate for any change in aggregate gradation in handling and processing as necessary.

    e. A single percentage of the combined mineral aggregate passing each specified sieve. Degradation of the aggregate due to processing (particularly -No. 200 [-75 µm]) should be accounted for and identified for the applicable sieves.

    f. The bulk specific gravity value for each individual aggregate (and RAP) component as identified in the FDOT aggregate control program.

    g. A single percentage of asphalt binder by weight of total mix intended to be incorporated in the completed mixture, shown to the nearest 0.1%.

    h. A target temperature at which the mixture is to be discharged from the plant and a target roadway temperature (per 30 -6.3). Do not exceed a target temperature of 340°F for modified asphalts and 315°F for unmodified asphalts.

    i. Evidence that the completed mixture conforms to all specified physical requirements.

    j. The name, seal, and/or certification of the Mix Designer.

3.3 REVISION OF MIX DESIGN

During production, the Contractor may request a t arget value revision to a mix design, subject to: (1) the target change falls within the limits defined in the table below, (2) ap propriate data exists demonstrating that the mix complies with production air voids specification criteria, and (3) the mixture gradation meets the basic gradation requirements defined in 2.2 and 2.3.

Limits for Potential Adjustments to Mix Design Target Values	
Characteristic	Limit from Original Mix Design
No. 8 sieve and Coarser	± 5.0%
No. 16 sieve	± 4.0%
No. 30 sieve	± 4.0%
No. 50 sieve	± 3.0%
No. 100 sieve	± 3.0%
No. 200 sieve	± 1.0%
Asphalt Binder Content (1)	± 0.3%
(1) R eductions to t he as phalt bi nder c ontent w ill not be permitted i f the VMA during production is lower than 1.0% below the design criteria.	

Submit all requests for revisions to mix designs, along with supporting documentation, to the Engineer. In order to expedite the revision process, the request for revision or discussions on the possibility of a revision may be made verbally, but must be followed up by a written request. The initial mix design will remain in effect until a change is authorized by the Engineer and/or Engineer of Record. In no case may the effective date of the revision be established earlier than the date of the first communication between the Contractor and the Engineer regarding the revision.

A new design mix will be required for any substitution of an aggregate product with a different aggregate code, unless approved by the Engineer and/or Engineer of Record.

3.4 PAVING EQUIPMENT

A. Mechanical Spreading and Screeding Equipment:

1. General: Provide mechanical spreading and screeding equipment of an approved type that is self-propelled and can be steered. Equip it with a receiving and distribution hopper and a mechanical screed. Use a mechanical screed capable of adjustment to regulate the depth of material spread and to produce the desired cross-section.

2. Automatic Screed Control: For all asphalt courses, placed with mechanical spreading and finishing equipment, equip the paving

machine with automatic longitudinal screed controls of either the skid type, traveling stringline type, or non-contact averaging ski type. Ensure that the length of the skid, traveling stringline, or non-contact averaging ski is at least 25 feet. On the final layer of base, overbuild, structural, and friction courses, use the joint matcher in lieu of the skid, traveling stringline, or non-contact averaging ski on all passes after the initial pass. Furnish a paving machine equipped with electronic transverse screed controls when required by the Contract Documents.

3. Inflation of Tires: When using paving machines equipped with pneumatic tires, the Engineer may require that the tires be ballasted.

4. Screed Width: Provide paving machines on full width lanes that have a screed width greater than 8 feet. Does not use extendable screed strike-off devices that do not provide preliminary compaction of the mat in place of fixed screed extensions. The Contractor may use a strike-off device on irregular areas that would normally be done by hand and on shoulders 4 feet or less in width. When using the strike-off device on shoulders in lieu of an adjustable screed extension, the Contractor must demonstrate the ability to obtain an acceptable texture, density, and thickness. When using an extendable screed device to extend the screed's width on the full width lane or shoulder by 24 inches or greater, an auger extension, paddle, or kicker device is required unless the Contractor provides written documentation from the manufacturer that these are not necessary.

5. Motor Graders: Provide two motor graders for spreading widening courses with prior approval from the Engineer only. Use motor graders that are rated at not less than 6 tons and are self-propelled and power-controlled. Mount them on smooth tread or rib-type tires (no lug types allowed) with a wheel base of at least 15 feet. Equip the front motor grader with a spreader box capable of spreading the mix at the required rate.

6. Rollers:

   a. Steel-Wheeled Rollers: Provide compaction equipment capable of meeting the density requirements described in these Specifications. Provide a tandem steel-wheeled roller weighing a minimum of 8 tons for seal rolling, and for the final rolling, use a separate roller with a minimum weight of 8 tons. Variations from these equirements shall be approved by the Engineer.

b. Traffic Rollers: Provide compaction equipment capable of meeting the density requirements described in these specifications. Provide a self-propelled, pneumatic-tired traffic roller equipped with at least seven smooth-tread, low pressure tires, equipped with pads or scrapers on each tire. Maintain the tire pressure between 50 and 55 psi or as specified by the manufacturer. Use rollers with a minimum weight of 6 tons. Do not use wobble-wheeled rollers. Variations from these requirements shall be approved by the Engineer.

c. Prevention of Adhesion: Do not allow the mixture to adhere to the wheels of any rollers. Do not use fuel oil or other petroleum distillates to prevent adhesion. Do not use any method which results in water being sprinkled directly onto the mixture.

7. Trucks: Transport the mix in trucks of tight construction, which prevents the loss of material and the excessive loss of heat. Provide each truck with a tarpaulin or other waterproof cover mounted in such a manner that it can cover the entire load when required. When in place, overlap the waterproof cover on all sides so that it can be tied down.

8. Coring Equipment: Furnish a suitable saw or drill for obtaining the required density cores.

9. Hand Tools: Provide the necessary hand tools such as rakes, shovels, etc., and a suitable means for keeping them clean.

PART 4 - CONTRACTOR'S PROCESS CONTROL

4.1 GENERAL

A. Personnel: Provide qualified personnel (certified technician) for sampling, testing (by certified lab), and/or sign-off by P.E., and inspection of materials and construction activities. Ensure that qualifications are maintained during the course of sampling, testing and inspection.

Construction operations that require a qualified technician must not begin until the Department verifies that the technician is on the CTQP (Construction Training Qualification Program) list of qualified technicians. The CTQP lists are subject to satisfactory results from periodic Independent Assurance evaluations.

B. Calibration of the Gyratory Compactor: Calibrate the Gyratory Compactor in accordance with the manufacturer's recommendations prior to

producing the mixture for any project. Check the height calibration, the speed of rotation; ram pressure and angle of gyration.

C. Plant Testing Requirements: During the initial production of a mix design, test mix to ensure proper performance and provide results to the department.

D. Roadway Testing Requirements: Areas that demonstrate concerns of the mix design quality or poor/improper compaction efforts may be subject to additional coring and testing as seen fit by the Engineer.

E. Extraction Gradation Analysis: Sample the asphalt mixture at the plant and perform extraction test prior to asphalt being delivered to project. The percent asphalt binder content of the mixture will be determined in accordance with FM 5-563 (ignition oven). The gradation of the extracted mixture will be determined in accordance with FM 1-T 030. All test results will be shown to the nearest 0.01. All calculations will be carried to the nearest 0.001 and rounded to the nearest 0.01. All results shall be provided to the department prior to placement of asphalt on any project.

Run an extraction gradation analysis on the mixture at a minimum frequency of once per 1,000 tons or a maximum of four consecutive days of paving, which ever comes first.

The target gradation and asphalt content will be as shown on the mix design. Any changes in target will require a change in the mix design.

If the percentage of asphalt binder deviates from the optimum asphalt binder content by more than 0.55%, or the percentage passing any sieve falls outside the limits in the table below, immediately resample the mix and test to validate the previous test result, and if needed, make the necessary correction. If the results for two consecutive tests deviate from the optimum asphalt binder content by more than 0.55%, or exceed the limits in the table for any sieve, notify the Engineer and take immediate steps to identify and correct the problem, then resample the mix. If the results from this test deviate from the optimum asphalt binder content by more than 0.55%, or exceed the limits in the table for any sieve, stop plant operations until the problem has been corrected.

Tolerances for Quality Control Tests (Extraction Gradation Analysis)	
Size	Percent Passing
1 inch	7.0
3/4 inch	7.0
1/2 inch	7.0
3/8 inch	7.0
No. 4	7.0
No. 8	5.5
No. 16	5.0
No. 30	4.5
No. 50	4.5
No. 100	3.0
No. 200	2.0

F. Volumetric Control: During poduction of the mix, monitor the volumetric properties of the Type SP asphalt mix with a Type SP Gyratory Compactor to determine the air voids, VMA, VFA, and dust-to-effective asphalt binder ratio (dust proportion) at N_{design}.

Take appropriate corrective actions in order to maintain an air void content at N_{design} between 3.0 and 5.0% during production. When the air void content at N_{design} drops below 2.5 or exceeds 5.5%, stop plant operations until the appropriate corrective actions are made and the problem is resolved to the satisfaction of the Engineer and/or Engineer of Record. Evaluate any failing material in accordance with Part 6.

Determine the volumetric properties of the mixture at a minimum frequency of once per production day when the daily production is less than 1,000 tons. If the daily production exceeds 1,000 tons, monitor the volumetric properties two times per production day.

During normal production, volumetric properties of the mixture will not be required on days when mix production is less than 100 tons. However, when mix production is less than 100 tons per day on successive days, run the test when the accumulative tonnage on such days exceeds 100 tons.

Testing required for volumetric property determination includes AASHTO TP-4, FM 1-T 209, FM 5-563 and FM 1-T 030. Prior to testing samples in accordance with AASHTO TP-4 and FM 1-T 209, condition the test-sized sample for one hour at the compaction temperature in a covered container.

G. Plant Calibration: At or before the start of mix production, perform an extraction gradation analysis of the mix to verify calibration of the plant.

The sample t sted at the start of any project may be utilized for this requirement.

H. Process Control of In-Place Compaction: Develop and implement a method to control the compaction of the pavement and ensure its compliance with the minimum specified density requirements. The department may require the use of a nuclear gauge to test areas suspected of not having proper compaction. Other density measuring devices may be used in lieu of the nuclear density gauge, provided that it is demonstrated to the satisfaction of the Engineer and/or Engineer of Record that the device can accurately measure the relative level of density in the pavement on a consistent basis.

PART 5 - ACCEPTANCE OF THE MIXTURE

5.1 GENERAL

The asphalt mixture will be ac cepted based on one of the following methods as determined by the Engineer and/or Contract Documents:

1. Certification by the Contractor
2. Certification and Process Control Testing by the Contractor
3. Acceptance testing by the Engineer
4. Other method(s) as determined by the Contract

5.2 CERTIFICATION BY THE CONTRACTOR

Submit a Notarized Certification of pecification Compliance letter on company letterhead to the Engineer that all material produced and placed on the project was in substantial compliance with these specifications.

5.3 CERTIFICATION AND PROCESS CONTROL TESTING BY THE CONTRACTOR

Submit a N tarized Certification of Specification Compliance letter on company letterhead to the ngineer that all material produced and placed on the project was in substantial compliance with these specifications, along with supporting test data documenting all process control testing. Utilize an Independent Laboratory as approved by the Engineer for the Process Control testing.

5.4 ACCEPTANCE TESTING BY THE ENGINEER

A. Acceptance at the Plant:

1. The asphalt mixture will be accepted, with respect to gradation and asphalt binder content, based on the results from the start up test. However, any load or loads of mixture which, in the opinion of the Engineer and/or Engineer of Record, are unacceptable for reasons of excessive segregation, aggregates improperly coated, or of excessively high or low temperature will be rejected for use in the work.

2. Acceptance Procedures: Control all operations in the handling, preparation, and production of the asphalt mix so that the percent asphalt binder content and the percents passing the No. 8 and No. 200 sieves will meet the targets from the mix design within the tolerances shown in the table below.

Tolerances for Acceptance Tests	
Characteristic	Tolerance*
Asphalt Binder Content	±0.55%
Passing No. 8 Sieve	±5.50%
Passing No. 200 Sieve	±2.00%
*Tolerances for sample size of n=1.	

Calculations for the acceptance test results for asphalt binder content and gradation (percentages passing the No. 8 and No. 200 sieves) will be shown to the nearest 0.01. Calculations for arithmetic averages will be carried to the 0.001 and rounded to the nearest 0.01.

Payment will be based on the acceptance of the project by the Engineer.

B. Acceptance of the Roadway:

1. Density Control: The in-place density of any questionable section of a course of asphalt mix will be ev aluated by the use of a nuclear gauge and/or by the testing of 6 inch diameter roadway cores.

The Engineer will not perform dnsity testing on leveling courses, open-graded friction courses, or any course which does not show signs of poor /improper compaction efforts. In addition, density testing will not be per formed on t he following areas when they are less than 1 ,000 feet in length: crossovers, intersections, turning lanes, acceleration lanes or deceleration lanes. Compact these courses (with the exception of open-graded friction courses) in accordance w ith t he appropriate rolling pr ocedure a s specified i n these specifications or as approved by the Engineer.

2. Acceptance**:** The completed pavement will be accepted with respect to overall ride, overall appearance, and overall yield as determined by the Engineer or Engineer of Record.

   Areas of question may be tested with a nuclear gauge or by the testing of the density of the cores, as determined by the engineer.

3. Additional Density Requirement: On shoulders with a width of 5 feet or less, compact the pavement in accordance with the rolling procedure (equipment and pattern) as specified herein or as approved by the Engineer. Stop the production of the mix if the rolling procedure deviates from the approved procedure.

4. Surface Tolerance: The asphalt mixture will be accepted on the roadway with respect to surface tolerance by the use of a 15 ft rolling straight edge. The department will determine if the use of a straight edge test is warranted. Unevenness of the course shall not vary more than plus or minus 3/16 inch in 15 feet.

5.5 ADDITIONAL TESTS

The Department reserves the right to run any test at any time for informational purposes and for determining the effectiveness of the Contractor's quality control.

PART 6 - DISPOSITION OF FAILING MATERIAL

Any material that is represented by failing test results will be evaluated to determine if removal and replacement is necessary. Remove and replace any material, if required, at no cost to the Department. The evaluation will be conducted by the Engineer and/or Engineer of Record. If so directed, obtain an engineering analysis, as directed by the Engineer, by the independent laboratory (as approved by the Engineer) to determine if the material can (a) remain in place, for this case the appropriate pay factor will be applied, or (b) be removed and replaced at no cost to the Department. The analysis will be a signed and sealed report by a Professional Engineer licensed in the State of Florida.

PART 7 – MEASUREMENT/PAYMENT

7.1 METHOD OF MEASUREMENT

For the work specified under this Section the quantity to be paid for will be the in-place measurement of the area in square yards unless otherwise stated in the project plan details.

The bid price for the asphalt mix will include the cost of the liquid asphalt or the asphalt recycling agent. There will be no separate payment or unit price adjustment for the asphalt binder material in the asphalt mix.

7.2 BASIS OF PAYMENT

Price and payment will be full compensation for all the work specified under this section.

END OF SECTION 02500

SECTION 02510 – ASPHALT RUBBER MEMBRANE INTERLAYER
(ARMI) CRACK RELIEF

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawing and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, apply to work of this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, *Section 440, and Design Standards, Latest Edition*.

1.2 DESCRIPTION OF WORK

A. Construct an asphalt rubber membrane interlayer composed of a separate application of asphalt rubber binder covered with a single application of aggregate.

PART 2 - MATERIALS

A. Asphalt Rubber Binder: Use ARB-20, or approved equal, meeting the **r**equirements of FDOT *Standard Specification Section 336*.

B. Cover Material: Use Size No. 6 stone, slag, or gravel meeting the requirements of FDOT *Standard Specification Section 901*.

PART 3 - EQUIPMENT

A. Power Broom: Provide a power broom, for cleaning the existing pavement, capable of removing all loose material from the surface.

B. Spreading Equipment: Provide a self-propelled aggregate spreader that can be adjusted to accurately apply the cover material at the specified rate and that spreads the material uniformly.

C. Rollers: Provide self-propelled, pneumatic-tired traffic type rollers equipped with at least 7 smooth tread, low-pressure tires, and capable of carrying a gross load of at least 8 tons. Maintain a minimum tire inflation pressure of 90 psi, or as specified by the manufacturer, such that the air pressure in no two tires varies more than 5 psi. Load the traffic roller as directed by the Engineer.

D. Mixing Equipment: Use mixing equipment for asphalt rubber binder designed for that purpose and capable of producing and maintaining a

homogeneous mixture of rubber and asphalt cement at the specified temperature.

E. Pressure Distributor: Use a pressure type distributor to apply asphalt rubber binder capable of maintaining a homogeneous mixture of rubber and asphalt cement at the specified temperature and consistently apply the material in a uniform manner.

PART 4 - CONTRACTOR'S QUALITY CONTROL (QC) PLAN

Provide the necessary quality control of the asphalt rubber binder and construction in accordance with the Contract requirements. Provide in the QC Plan procedures for monitoring and controlling of rate of application. If the rate of application varies by more than 5% from the rate set by the County, in accordance with 4.6 herein, immediately make all corrections necessary to bring the spread rate into the acceptable range. The County may take additional measurements at any time. The County will randomly check the Contractor's measurement to verify the spread rate.

PART 5 - PREPARATION OF ASPHALT RUBBER BINDER

Combine the materials as rapidly as possible for such a time and at such a temperature that the consistency of the binder approaches that of a semi-fluid material. Use the time and temperature for blending of the asphalt rubber binder as specified in FDOT Standard Specifications Table 336-1. The manufacturer must ensure the material has reached application consistency. If not, the manufacturer will determine if an extender oil or diluents is needed. After reaching the proper consistency, proceed with application immediately. Never hold the mixture at temperatures over 350ºF for more than six hours after reaching that temperature.

PART 6 - CONSTRUCTION PROCEDURE

A. Preparation of Surface: Prior to application of the asphalt rubber binder, clean the existing pavement as specified in FDOT Standard Specifications 300-5.

B. Application of Asphalt Rubber Binder: Apply the asphalt rubber binder only under the following conditions:

1. The air temperature is above 50ºF and rising.

2. The pavement is absolutely dry.

3. The wind conditions are such that cooling of the asphalt rubber binder will not be so rapid as to prevent good bonding of the aggregate.

Uniformly apply the asphalt rubber binder, at the rate of 0.6 to 0.8 gal/yd^2 or as directed by the manufacturer. Use an application rate based on the unit weight as shown in FDOT Standard Specifications, Table 336-1. For conversions to standard 60ºF, refer to FDOT Standard Specifications 300-9. Determine the rate of application after each application operation.

C. Application of Cover Material: Immediately after application of the asphalt rubber binder, uniformly spread the cover material at a rate of 0.26 and 0.33 ft^3/yd^2 or as directed by the County. Determine the application rate at the beginning of each day's production, and as needed to control the operation, a minimum of twice per day. Maintain an application rate such that the pavement is covered uniformly with aggregate, and is one aggregate layer thick. For the cover material, use aggregate that is reasonably free of any adherent coatings and that does not contain excessive moisture. Immediately after the application of cover material, check the surface to ensure a uniform distribution of cover material and a smooth surface.

Do not separate the application of the asphalt rubber binder and the application of the cover material by more than 300 feet, unless approved by the County.

D. Rolling: In order to ensure maximum embedment of the aggregate, cover the entire width of the mat immediately by traffic rollers. For the first coverage, provide a minimum of three traffic rollers in order to accomplish simultaneous rolling in echelon of the entire width of the spread.

After initial rolling, immediately correct all portions of the completed surface that the County deem are defective (not properly covered by aggregates, fat spots, excessive free aggregate, etc.)

Following the first coverage, make additional coverages with traffic rollers as directed by the County.

E. Traffic Control: For the normal sequence of construction operations, place the first course of asphalt concrete overlay over the membrane prior to opening to traffic.

PART 7 - UNACCEPTABLE ASPHALT RUBBER MEMBRANE INTERLAYER

If the asphalt rubber membrane interlayer is unacceptable due to incorrect blending, application rate, or not meeting the requirements of this Section, or damaged prior to placement of the asphalt concrete layer, remove and replace it as directed by the County, at no additional cost to the County. Do not apply excessive amounts of asphalt rubber binder.

PART 8 - PLACEMENT OF ASPHALT CONCRETE OVERLAY

Ensure that the thickness and temperature of the initial layer of asphalt concrete placed on top of the asphalt rubber membrane interlayer are such that the overlay bonds to the interlayer and the underlying layer without voids or excessive binder. Core the asphalt overlay as directed by the County to evaluate the binder and aggregate spread rates, as well as the effectiveness of the asphalt concrete overlay in producing a well-bonded interlayer.

PART 9 – MEASUREMENT/PAYMENT

9.1 METHOD OF MEASUREMENT

A. Asphalt Rubber Membrane Interlayer: The quantity to be paid for will be plan quantity, in square yards, completed and accepted.

B. Bituminous Material (Asphalt Rubber Binder-Interlayer): The quantity will be the volume, in gallons, determined as provided in FDOT Standard Specifications 300-8.

9.2 BASIS OF PAYMENT

A. Asphalt Rubber Membrane Interlayer: Price and payment will be full compensation for all work specified in this Section, including furnishing cover materials, handling, spreading, rolling, bituminous material, and other incidental work necessary to complete this item.

B. Bituminous Material (Asphalt Rubber Binder-Interlayer): Payment will be included in the price of the asphalt rubber membrane interlayer and will be full compensation for furnishing asphalt cement, ground tire rubber, blending and handling.

C. Payment Items: Payment will be made determined by the square yards of in-place product accepted.

END OF SECTION 02510

SECTION 02580 – HOT IN-PLACE RECLAIMED ASPHALT AND RESURFACING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the contract, including general and supplementary conditions ad other specification sections, apply to work of this section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction Section 327*, *Latest Edition*.

1.2 DESCRIPTION OF WORK

This work consists of rehabilitating the surface layer of the existing asphalt roadway to a depth of one inch and placing a layer of new Hot Mix Asphalt Concrete (HMAC) material over the rehabilitated surface. This will be accomplished with a specially designed machine in a simultaneous process of heating, scarifying, applying an asphalt rejuvenating agent (emulsifier), thoroughly re-mixing and reshaping the existing surface, and application of the final overlay. The overlay of the new HMAC placed over the rejuvenated layer of existing asphalt, shall be in compliance with the lines, grades, thickness and typical cross section established by the County.

The machine that heats, scarifies, rejuvenates, and remixes must also lay the recycled asphalt material, as well as lay the new HMAC material. The County will provide the list of streets and surface selected for this application. Additional pre-heaters may be required to achieve the specified depth, as directed by the County.

PART 2 - MATERIALS

A. Asphalt Recycling Agent (Emulsifier): The County will appove the asphalt-recycling agent. The recycling agent used to restore the plasticity of the existing asphaltic pavement shall be an emulsified agent. The recycling agent shall meet the requirements of ECR 1 or equal. A manufacturer's certification shall be submitted to the County for the recycling agent.

B. Hot Mix Aphaltic Concrete (HMAC): The delivery of the new HMAC will be coordinated with the HMAC supplier by the selected recycling contractor.

PART 3 - JOB CONDITIONS

A. Weather limitation for this work shall be a minimum of 50° F and rising.

B. Prior to the repaving operation, the pavement shall be cleaned so as to be reasonably free from sand, dirt and other deleterious substances that would affect the quality of the recycled mix. No separate payment shall be made for this requirement.

C. Existing manholes, water valves boxes, junction boxes, etc. that do not conform to the finished pavement grades shall be adjusted to finish grade.

D. The Contractor shall be responsible for protecting the areas adjacent to the work from damage. (Heat, etc.)

PART 4 - EQUIPMENT

A. All tools, equipment, and machinery shall be maintained in satisfactory working condition and shall be subject to the approval of the County Engineer.

B. Repaving Machine: The machine shall be an approved, self-contained, self propelled, automated unit that heats, scarifies (or mills), automatically applies recycling agent at a uniform rate, thoroughly mixes, redistributes and levels the existing asphalt to the specified depth, and lays the new HMAC material overlay. The new HMAC must be laid within 30 seconds after the scarification begins to ensure a hot monolithic bond with the recycled asphalt pavement. The machine shall also be capable of reworking the material around manholes and other obstacles; the machine shall be capable of adding and mixing the recycling agent evenly and shall be equipped with a leveling blade and screed for re-grading of the existing asphaltic concrete surface.

C. Pre-heater: This unit shall be hooded to prevent damage to adjacent property, including trees shrubs and landscaping. The heating hood shall be capable of heating the pavement surface to a minimum temperature of 225 degrees F, not to exceed 325 degrees F. This will allow for scarification to the required depth without breaking the aggregate particles or charring the pavement surface.

D. Scarifying and Milling units shall be automatically controlled units in order to control the depth of penetration and to clear utility manholes and other obstructions. The depth of scarification shall be directed by the County. Note: Scarifying depth may vary in range form 3/4 of one inch to 1 ½ inches.

E. Recycling Agent Applicator: This system shall be automatically controlled; the recycling agent must be applied to the scarified material at a uniform rate. The application rate shall be synchronized with the machine's forward speed to maintain a tolerance within ± *5%* of the specified rate.

F. Receiving hopper and Conveying System: The machine shall consist of a

hopper and conveyor system to collect and transport the new HMAC to the finishing unit without segregation of the new material.

G. Recycling Unit: The machine shall consist of a system that mixes and redistributes and levels the scarified material over the width being processed to produce a uniform cross-section of recycled material. The recycling screed shall be heated and have crown control, and be capable of redistributing the recycled material to the desired longitudinal grade and transverse cross section.

H. Finishing unit: The machine shall have an automatic controlled screed to produce a surface conforming to the surface thickness as required by the County. The thickness of the surface course lift shall not exceed 2 inches. This unit shall be capable of a plying the new HMAC to a uniform longitudinal profile and cross slope of 1/4 inch per foot. The finishing screed must be heated and capable of electronically controlling the cross slope, and applying he n ew HMAC to produce a uniform surface and texture.

I. Rollers: Rolling equipment shall be of sufficient type and weight to compact the new HMAC and the recycled material to the required density as specified in Section 2500. Sufficient numbers of rollers (2 minimum) shall be furnished to keep up with the operation. All rolling should be completed before the temperature of the new HMAC drops below 190 F.

PART 5 - TRAFFIC CONTROL

A. Pavement markings shall conform to the requirements of *Section 04040*.

B. Maintenance of Traffic: Suitable methods shall be used by the contractor to protect the new asphalt surface from all types of vehicular traffic without damage. Opening to traffic does not constitute acceptance of work. Conform to requirements of *Section 04060*.

C. The Contractor will maintain at least one-way traffic and shall provide effective Traffic Control at all times. Two-Lane traffic shall be maintained wherever possible.

D. No interruption of access to property shall be made unless prior arrangements acceptable to the occupant or owner of the affected property have been made and approved by the County.

E. Submit a Traffic Control Plan forapproval in accordance with *Section 04060.*

PART 6 - EXECUTION

A. Notify the County at least 48 hours prior to commencement of any paving operation.

B. The heating unit shall produce sufficient heat to soften the pavement uniformly without burning or charring the existing asphalt pavement.

C. The process shall produce a welded, longitudinal joint, the standing edge of the ajoining asphalt pavement shall be fully heated to a width of t least 2 inches beyond the width to be scarified and recycled.

D. Immediately following heating of the pavement, the existing surface shall be scarified (milled) to the specified depth. The machine shall have the capability of maintaining a recycled mat with a minimum temperature of 190°F and a maximum temperature of 2 25°F throughout the repaving operation.

E. Due to the varying locations and properties of the existing asphalt pavement, the following adjustments may be made, if directed by the County.

1. Depth of scarification may be varied to correct existing cross slopes and grades.

2. Application rate for the recycling agent may be adjusted as necessary to maintain a uniform mixture.

3. Spot leveling may be necessary.

4. Variable Message Boards may be required. No additional compensation will be made for these traffic control devices after contract is awarded.

F. CLEANUP

The Contractor will keep the work site free from accumulations of waste material, rubbish and debris from the Contractor's performance of the scope of work resulting from the use of all tools, construction equipment, and machinery, and surplus materials, and will leave the site clean and ready for use. The Contractor will restore to their original condition those portions of the work site, such as staging and stockpile areas, not designed for alteration as contained in the Contract Documents. This will include returning the area to the proper grade and slope, as well as replacing sod, if so required by the County.

PART 7 - QUALITY CONTROL

The County has the option of testing to ensure the surface is in compliance with thickness, smoothness, etc. and meets requirements of the specifications as directed by the County and as outlined in *Section 2500*.

Contractor will assign a Quality Control (QC) Supervisor to the project. The QC Supervisor will work in conjunction with the County.

PART 8 - MEASUREMENT/PAYMENT

8.1 METHOD OF MEASUREMENT

A. The accepted quantities of asphalt pavement surface recycled will be measured and paid by the square yard. Pay item, Hot In-Place Recycling, Square Yard.

B. Asphalt recycling agent will be measured by the gallon, used in place, as determined by the County and the Contractor Supervisor. Pay item, Emulsifier, Gallon.

C. New HMAC will be measured by the tons used in place. Pay item, HMAC, Tons.

8.2 BASIS OF PAYMENT

A. Price and payment will be full compensation for all work specified in this Section.

B. No separate payment for traffic control will be made.

C. Spot leveling will be paid for by the measured square yards under the unit price for Hot-In-Place Recycling.

END OF SECTION 02580

SECTION 02600 - STORMWATER SYSTEM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specification Sections, specifically 2300, 3300, and Florida Department of Transportation *Design Standards*, apply to this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction, Sections 425, 430 and 530*, *Latest Edition*.

1.2 SUMMARY

This Section includes stormwater system piping and appurtenances. All labor, material, equipment, appurtenances, services, and other work or costs necessary to construct the facilities and place them into operation shall be furnished by the Contractor.

1.3 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract.

B. Shop drawings for drainage pipe, pre-cast concrete storm drainage manholes and catch basins, including frames, covers, and grates.

C. Shop drawings for cast-in-place concrete or field-erected masonry storm drainage manholes and catch basins, including frames and covers.

1.4 QUALITY ASSURANCE

A. Environmental Compliance: Comply with applicable portions of local, state, and federal environmental agency regulations pertaining to stormwater systems impacts.

B. Utility Compliance: Comply with local utility regulations and standards pertaining to relocation, clearances, etc. related to installation of stormwater systems.

C. Quality control to adhere to QA/QL Plan.

1.5 PROJECT CONDITIONS

Site Information: Perform site inspection, research public utility records, and verify existing utility locations. Verify that stormwater system piping may be installed in compliance with design plans and referenced standards. Locate existing stormwater system piping and structures that are out of service and

closed as per 3.8 this section.

1.6 SEQUENCING AND SCHEDULING

A. Notify the County Inspector assigned to the subdivision or Project Coordinator assigned to project prior to pouring backfilling or form work.

B. Coordinate connection to existing private and public drainage system with Owner and/or County.

C. Coordinate with adjacent utilities work.

PART 2 - PRODUCTS

2.1 MATERIALS

2.1.1 PIPE

Meet the following requirements of *FDOT Specifications*, *Latest Edition*:

Reinforced Concrete Pipe	Section 449
Round Rubber Gaskets	Section 942
Corrugated Steel Pipe & Pipe Arch	Section 943
Corrugated Aluminum Pipe & Pipe Arch	Section 945
Corrugated Polyethylene Pipe	Section 948
Polyvinyl Chloride (PVC)	Section 948

2.1.2 MANHOLES

A. Precast Concrete Manholes: Per FDOT Standard Specification 425-5 and ASTM C 478, precast reinforced concrete, of depth indicated with provision for rubber gasket joints.

B. Cast-in-Place Manholes: Per FDOT Standard Specification 425 Cast reinforced concrete of dimensions and with appurtenances indicated.

C. Manhole Frames and Covers: Construct Per FDOT Standard Specification 42 5-3.2 and FDOT Design Standards. All units shall bear the lettering "STORM SEWER" cast into cover. All proposed substitutes must have equal or greater opening sizes and weights.

2.1.3 INLETS

A. Precast Concrete Catch Basins Inlets: Construct per FDOT Standard Specification 425-5.

B. Cast-in-Place Inlets: Construct per FDOT Standard Specification 425 to dimensions and with appurtenances indicated.

1. Bottom, Walls, and Top: Reinforced concrete.
2. Channel and Bench: Concrete.

C. Inlet Frames and Grates: Per FDOT Standard Specification 425-3.2 & FDOT Design Standards. All units shall bear the lettering "STORM SEWER" cast into cover.

2.1.4 END TREATMENT

General: Head wall, apron, and mitered ends, per FDOT Standard Specification 430-4.6.

2.2 CONCRETE AND REINFORCEMENT

A. Concrete: Portland cement mix, 3,000 psi; shall be in accordance with Section 03300.

1. Cement: ASTM C 150, Type II.
2. Fine Aggregate: ASTM C 33, sand.
3. Coarse Aggregate: ASTM C 33, crushed gravel.
4. Water: Potable.

B. Reinforcement: Steel conforming to the following:

1. Fabric: ASTM A 185, welded wire fabric, plain.
2. Reinforcement Bars: ASTM A 615, Grade 60, deformed.

C. Forms:

1. Form Materials: Plywood, metal, metal-framed plywood, or other acceptable panel-type materials to provide full-depth, continuous, straight, smooth exposed surfaces without distortion or defects. Material shall be of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal.

2. Form Release Agent: Provide commercial formulation form-release agent with a maximum of 350 mg/l volatile organic compounds (VOCs) that will not bond with, stain, or adversely affect concrete surfaces and will not impair subsequent treatments of concrete surfaces. Release agent to be within allowable volatile limits according to applicable local, state and federal codes.

2.3 MASONRY

Materials for accessories shall be per FDOT Standard Specification 949. Mortar shall be one part Portland cement and three parts masonry sand to which shall

be added lime putty in the amount of 50% of the volume of cement. Special commercial mortar mixes may be used if approved by the Engineer. All masonry materials shall conform to the latest applicable ASTM specifications. Set all masonry units in full beds of mortar, with full joints and strike all joints flush. Masonry reinforcements shall be galvanized Dur-O-Wal, or approved equal, and shall be installed at every other bed joint. Hollow block shall be poured solid with re-bar as designed.

2.4 CURING MATERIALS

Conform to FDOT Standard Specification 520-8.

2.5 BEDDING STONE

Subbase or base materials shall meet requirements of FDOT Standard Specification 530-2.3.

PART 3 - EXECUTION

3.1 EXCAVATIONS FOR MANHOLES, INLETS, AND PIPE

Excavation shall be sufficient enough to leave at least 12 inches in the clear between their outer surfaces and the embankment. Excavation for all structures shall be made to the dimensions and elevations indicated on the drawings. Where the excavation is made below the indicated elevations, the excavation shall be restored to the proper elevation with compacted suitable material without extra compensation.

3.2 PREPARATION OF FOUNDATION FOR BURIED STORMWATER SYSTEMS

A. Grade trench bottom to provide a smooth, firm, stable, and rock-free foundation, throughout the length of the pipe.

B. Remove unstable, soft, and unsuitable materials at the surface upon which pipes are to be laid, and backfill with bedding stone per FDOT Standard Specification 530-2.3 to indicated level.

C. Shape bottom of trench to fit bottom of pipe. Fill unevenness with tamped sand backfill. Dig bell holes at each pipe joint to relieve the bells of all loads and to ensure continuous bearing of the pipe barrel on the foundation.

3.3 PIPE INSTALLATION

A. Drawings (plans and details) indicate the general location and arrangement of the underground stormwater system piping. Location and arrangement of piping layout takes into account many design considerations. Install the piping as indicated, to the extent practical.

Deviations shall be approved by the County.

B. Install piping beginning at low point of systems, true to grades and alignment indicated with unbroken continuity of invert. Place bell ends of piping facing upstream. When installing gaskets, seals, sleeves, and couplings, follow manufacturer's recommendations for use of lubricants, cements, and other installation requirements. Maintain swab or drag in line and pull past each joint as it is completed.

The pipe shall be carefully examined for defects and the inside cleaned. After placing pipe in the ditch, the ends shall be wiped free from all dirt, sand and foreign material. All pipe and joints shall be made, handled, and installed in strict accordance with the manufacturer's recommendations and instructions. Install pipe in accordance with FDOT Standard Specification 430.

C. Install piping pitched down in direction of flow, at minimum slope per plans and in accordance with manufacturer's recommendations, specifications, and design plans.

D. Boring: Install pipe under streets or other obstructions that cannot be disturbed, by boring, jacking, or a combination of both. These methods of installation are not allowed for newly paved roadways. Utility conduit should be installed prior to paving.

E. All RCP joints shall be sock/filter wrapped prior to backfilling unless a manufacturer recommended coupling is used.

F. Field repairs of pipeline shall be in strict accordance with manufacturer's recommendations and specifications.

G. Only conventional concrete pipe shall be allowed under dedicated County roads.

H. Pipe Cover: Cover shall be a minimum of 12", unless approved by the County.

I. Pipe Size: Minimum Pipe size shall be 18" diameter or equivalent, unless approved by the County.

3.4 MANHOLES

A. General: Install manholes complete with accessories as indicated. Form continuous concrete or split pipe section channel and benches between inlets and outlet. Set tops of frames and covers flush with finish surface where manholes occur in pavements. Elsewhere, set tops 3 inches above finished grade, unless otherwise indicated.

B. Place precast concrete manhole sections as indicated, and install in accordance with ASTM C 891.

C. Construct cast-in-place manholes as indicated.

D. Provide rubber joint gasket complying with ASTM C443 at joints of sections; or apply bituminous mastic coating at joints of sections.

3.5 INLETS

A. Construct inlets to sizes and shapes indicated per FDOT Standard Specification 425-6, or as modified in the plans.

B. Set frames and grates to elevations indicated.

C. Inlet throat openings larger than 7" in height must be equipped with horizontal trash bar(s). Trash bar(s) shall be 1” diameter galvanized rod installed in the center of the opening, or evenly spaced if more than one is used.

3.6 OUTFALL STRUCTURES

A. Pipe systems shall be utilized for primary out fall of retention/detention areas.

B. Weirs and flumes will not be acceptable for use as primary pond outfall structures or to primarily route stormwater to retention/detention areas at the end of down-gradient roadways.

3.7 END TREATMENT

Construct End Treatment per FDOT Standard Specification 430-4.6.

3.8 STORMWATER SYSTEM BACKFILL

Place and compact backfill material in accordance with Section 02300 and FDOT Specification 125-8.

3.9 CLOSING OUT-OF-SERVICE STORMWATER SYSTEMS

A. Out-of-Service Piping: Close open ends of out of service underground piping that is indicated to remain in place. Provide sufficiently strong closures to withstand hydrostatic or earth pressure that may result after pipe ends have been closed and grout filled with non-shrink grout.

1. Close open ends of concrete pipe or structures with not less than 8-inch-thick brick masonry bulkheads and grout fill.

2. Close open ends of other piping with plastic plugs, or other acceptable methods suitable for size and type of material being closed. Wood plugs are not acceptable.

B. Out-of-Service Structures: Remove structure and close open ends of the remaining piping or remove top of structure down to not less than 3 feet below final grade; fill structure with stone, rubble, gravel, compacted dirt, or flowable fill to within 1 foot of top of structure remaining, and fill with concrete.

3.10 FIELD QUALITY CONTROL

A. Refer to Section 03300 for Concrete Testing and 02300 for Earthwork Testing.

B. Cleaning: Interior of piping and structures shall be cleared of dirt and other superfluous material as work progresses. Maintain swab or drag in piping and pull past each joint as it is completed.

1. In large, accessible piping, brushes and brooms may be used for cleaning.

2. Place plugs in ends of uncompleted pipe at end of day or whenever work stops.

3. Flush piping between manholes, to remove collected debris.

C. Interior Inspection: Inspect piping to determine whether line displacement or other damage has occurred.

1. Make inspections after pipe between manholes has been installed, cleaned and approximately 2 feet of backfill is in place, and again at completion of project. Each section of pipe between structures is to show from either end on examination, a full circle of light. Each appurtenance to the system shall be of the specified size and form, to be neatly and substantially constructed, with the top set permanently to exact position and grade.

2. If inspection indicates poor alignment, debris, displaced pipe, infiltration, or other defects, correct such defects and re-inspect. All repairs shown necessary by the inspections are to be made, broken, cracked, or punctured pipe replaced, all deposits removed and the pipe left true to line and grade as herein specified, or shown on the plans, entirely clean and free from abnormalities and ready for use at no additional expense to the County.

3. All stormwater pipes will be subject to video camera inspection by County staff.

D. Trench Backfill Around and Above Pipe:

1. In each compacted backfill layer, perform density test as specified in Section 02300.

2. Other tests may be required at County's discretion.

E. Clean Up: Before final inspection and acceptance, the Contractor shall clean ditches, shape shoulders and restore all disturbed areas, including street crossings, grass plots, to as good as condition as existed before work started. All trenches shall be leveled and loose material removed from pavement gutters, sidewalks, pipelines, and inlet sediment traps, employing hand labor, if necessary.

F. Pipe Inspection: The County may elect for the contractor to perform pipe inspection according to the following.

For pipes installed under the roadway, inspection is to be conducted when backfill reaches 3 feet above the pipe crown or upon completion of placement of the stabilized subgrade. For pipe installed within fills, including embankments confined by walls, inspection is to be conducted when compacted embankment reaches 3 feet above the pipe crown or the finished earthwork grade as specified in the Plans. Prior to conducting the inspection, submit to the Engineer a video recording schedule for videoing, dewater installed pipe, and remove all silt, debris and obstructions. Submit pipe videoing and reports to the County for review prior to the continuation of paving.

For pipe 48 inches or less in diameter, submit to the Engineer a video DVD. For all pipe types, provide a Pipe Observation Summary Report for each pipe run that includes:

1. Actual recorded length and width measurements of all cracks within the pipe.
2. Actual recorded separation measurement of all rigid pipe joints.
3. Detailed written observations of leaks, debris, or other damage or defects.

For flexible pipe types, submit a Pipe Quality Report for each pipe run that includes:

1. Representative diameter of the pipe.
2. Pipe deformation/deflections measurements with the 5% deflection limit clearly delineated.

Reports submitted in electronic media are preferred. The Engineer may waive this requirement for side drains and cross drains which are short enough to inspect from each end of the pipe.

G. Video Report: Provide a high-quality DVD in a MPEG2 format video with a standard resolution of 720 x 480. Use a camera with lighting suitable to allow a clear picture of the entire periphery of the pipe. Center the camera in the pipe both vertically and horizontally and be able to pan and tilt to a 90 degree angle with the axis of the pipe and rotating 360 degrees. Use equipment to move the camera through the pipe that will not obstruct the camera's view or interfere with proper documentation of the pipe's condition.

The video image shall be clear, focused, and relatively free from roll, static, or other image distortion qualities that would prevent the reviewer from evaluating the condition of the pipe. The video will include identification before each section of pipe filmed. The identification will include the project number, the structure number corresponding to the structure number in the Plans for the project, size of pipe, the date and time, and indicate which pipe is being filmed if multiple pipes are connected to the structure. Notes should be taken during the video recording process. Submit these notes along with the video.

Move the camera through the pipe at a speed not greater than 30 feet per minute. Mark the video with the distance down the pipe. The distance shall have an accuracy of one foot per 100 feet. Film the entire circumference at each joint. Stop the camera and pan when necessary to document and measure defects. Position the camera head perpendicular to all defects requiring measurement by the video micrometer.

H. Reinspection: At any time after reviewing the submitted pipe inspection reports, the Engineer may direct additional inspections. If no defects are observed during the reinspection, the County will pay for the cost of the reinspections. If defects are observed, the reinspection and all work performed to correct the defects will be done at no cost to the County. Acceptance of all replacements or repairs will be based on video documentation of the completed work prior to Final Completion.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be (1) the number of inlets, manholes, end walls, mitered end sections, flared end sections, junction boxes, and yard drains, including fittings and appurtenances, completed and accepted; (2) length of pipe to the nearest foot of type specified; and (3) the number of structures of these types (including also valve boxes and monument boxes) satisfactorily adjusted.

4.2 BASIS OF PAYMENT

Price and payment will be full compensation for finishing all materials and completing all work described herein or shown in the plans, including all clearing and grubbing outside the limits of clearing and grubbing as shown in the plans, all excavation except the volume included in the measurement designated to be paid for under the items for the grading work on the project, all backfilling around the structures, the disposal of surplus material, and the furnishing and placing of all the gratings, frames, covers, and any other necessary fittings.

If the County elects for the contractor to perform pipe inspection, payment shall be made under a separate line item and be based upon linear foot of pipe videoing. No additional payment will be made for cleaning new stormwater pipe systems.

END OF SECTION 02600

SECTION 02800 - FENCING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, apply to this Section.

B. Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*, *Section 550 and* Florida Department of Transportation *Design Standards Index 800, Latest Editions*

1.2 SUMMARY

A. This Section includes, but is not limited to, the following:

1. Chain link fence

2. Farm Fence

3. Wood privacy fence

B. Where existing fences are to be relocated, but existing materials are deteriorated or damaged, fencing shall be replaced in kind or as specified by the County.

1.3 PROJECT CONDITIONS

A. Traffic: Conduct fencing operations to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities and to minimize disturbance of the activities of adjacent property owners. Do not close or obstruct streets, walks, or other occupied or used facilities without prior approval.

B. Security: Do not leave any fence unfinished or incomplete which might allow the escape of livestock or household pets, access to a private/public pool or pond, etc without temporary measures in place during construction.

1.4 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver material in manufacturer's original packaging with all tags and labels intact and legible.

B. Handle and store material in such a manner as to avoid damage.

PART 2 - PRODUCTS

2.1 CHAIN LINK FENCING:

Chain link fence shall meet the requirements of FDOT *Design Standards Index 802*.

2.2 GATES

A. Swing Gates: Per FDOT Design Standards Index 802, as modified herein, construct of 1.625" o.d. steel pipe galvanized in accord with ASTM A-53 and weighing 2.27 pounds per lineal foot. Provide gates more than 8 feet wide with either intermediate members or diagonal truss rods. Provide gates less than 8 feet wide with truss rods or intermediate braces. Arrange latches for padlocking to provide accessibility from both sides of the gate. Where a double swing gate is called out, Construct Concrete Anchor rod Base 8” in diameter a nd 4” deep flush with top of ground. Opening in base for rod shall accommodate standard size in accordance with manufacturer and shall be PVC or galvanized steel pipe.

B. Slide Gates: shall be constructed per FDOT Design Standards Index 803.

2.3 ACCESSORIES

Post Tops: pressed steel, or malleable iron. Where top rail is used, provide post tops to permit passage of top rail.

2.4 FARM FENCING

Farm Fencing shall meet the requirements of FDOT Design Standards Index 801.

2.5 WOOD PRIVACY FENCE

A. Where existing fences are to be relocated, but existing materials are deteriorated or damaged, fencing shall be replaced in kind or as specified by the County.

B. Shall be constructed as per industry standard with proper clearance below fence so as not to impede stormwater flow.

PART 3 - EXECUTION

3.1 CHAIN LINK FENCING

Chain link fence shall meet the requirements of FDOT Design Standards Index 802.

A. Drill holes for post footings in firm, undisturbed or compacted soil.

B. Place concrete around posts in a continuous pour, tamp for

consolidation. Check each post for vertical and top alignment.

C. Set Keepers, stops, sleeves and other accessories into concrete as required.

D. Topping of the fence with barbed wire shall not be included unless specifically shown on the plans.

3.2 INSTALLATION

A. Brace Assemblies: install braces so posts are plumb when diagonal rod is under proper tension.

B. Tension Wire: install tension wires before stretching fabric and tie to each post with ties or clips.

C. Fabric: pull fabric taut 2 inches above grade level and tie to posts, rails, and tension wires. Attach fabric to terminal or gateposts by a stretcher bar and clip to other framework so that fabric remains in tension after pulling force is released.

D. Hinge gates to swing through 180 degrees from closed to open.

3.3 FARM FENCING

A. General installation shall be in accordance with FDOT Design Standards Index 801, as modified herein.

B. Fence shall be installed with wire side to the private property side.

C. Topping of the fence with barbed wire shall not be included unless existing farm fence includes barbed wire topping.

3.4 WOOD PRIVACY FENCING:

Shall be constructed as per industry standard with proper clearance below fence so as not to impede stormwater flow.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. GENERAL

The quantities to be paid for will be either the number of gates, the length of each type of fence, the number of corner post assemblies, constructed and accepted for the length of each type of fence with all other items necessary for construction as incidental. In addition, extra payment will be

made, for additional lengths of post approved by the County.

B. MEASUREMENT OF FENCE LENGTH

The length of fence to be paid for will be measured along the bottom of the fabric, out-to-out of end posts, in the completed and accepted fence. Measurement for Resetting Fence will be the actual length of existing fence reset, including gates when applicable.

C. CORNER POST ASSEMBLIES, PULL, AND END POST ASSEMBLIES

The number of corner post assemblies and of pull and end post assemblies to be paid for will be the number of such post as semblies constructed and accepted.

4.2 BASIS OF PAYMENT

A. BASIC ITEMS OF FENCING

The contract unit price will be full compensation for all work and materials necessary for the complete installation, including line posts, but not including the corner, end, and pull posts and the assemblies thereof.

B. ITEMS OF POST ASSEMBLIES

The Contract unit prices for the items of Corner Post Assemblies and Pull and End Post Assemblies will include the posts and the complete assemblies therewith for each such item. Approach posts and brace posts will be considered as part of the assembly of the corner, end, or pull post serves as a brace in more than one horizontal line.

C. PAYMENT RATES FOR EXTRA-LENGTH POSTS

For any length of posts in excess of the standard length for each particular type of post, approved by the Engineer as provided above, payment will be made for each foot in excess of the standard length at the percentage of the Contract unit price per foot for the item of Fencing, as shown in the following schedule:

Total Post Length	Steel and Aluminum Posts	Recycled Plastic & Timber Posts
Standard up to 14’	50%	60%
Between 14’ – 20’	60%	80%
Over 20’ *	*	*

*When the length of post exceeds 20 feet, the work of finishing and installing such posts and the costs incidental thereto will be paid for as unforeseeable through a change order.

The standard length of steel, recycled plastic and aluminum posts will be the required length as indicated in the plans for each type and case. The above provisions for extra length payment will apply to end, corner and pull posts.

The payment for additional length of post will include the cost of additional concrete to extend concrete bases, as applicable.

D. GATE PAYMENT

The quantities to be paid for will be full compensation for all labor, materials, posts and associated hardware for the complete installation of the type gate specified in the plans, and accepted by the County.

END OF SECTION 02800

SECTION 02900 - GRASSING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and other Specifications Sections apply to this Section.

B. Florida Department o f Transportation*, Standard Specifications for Road and Bridge Construction,* Section 570 and Section 981, *Latest Edition*

1.2 SUMMARY

Extent of grassing work is as specified or shown on the construction plans. Sodded areas disturbed during construction shall be re-sodded to match existing. Areas disturbed beyond specified construction area shall be sodded, at no additional expense, either to match existing or as per County direction.

1.3 SUBMITTALS

See par agraph 1. 9 A *Quality Control/Quality Assurance Submittals*, Section 1300.

1.4 DELIVERY AND STORAGE

A. General: Seed, fertilizer, sod and other grassing materials shall be stored under cover and protected from damaged which would make them unacceptable for use.

B. Seed: All seed shall be labeled in accordance with U.S. Department of Agriculture Rules and Regulations under the Federal Seed Act in effect on the date of invitation for bids. All seed shall be furnished in sealed standard containers, unless exception is granted in writing. Seed, which has become wet, moldy, or otherwise damaged in transit or in storage, shall not be used.

C. Fertilizer: Fertilizer shall be delivered to the site in the original, unopened containers, each b earing the manufacturer's guaranteed analysis. Any fertilizer, which becomes caked or otherwise damaged, making it unsuitable for use, shall not be used.

D. Sod: Do not use sod which has been cut (stripped) for more than 48 hours. Stack all sod that is not planted 24 hours after cutting and maintain proper moist condition.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Lime: Lime shall be ground limestone (Dolomite) containing not less than 85 percent of total carbonates, and shall be ground to such a fineness that 50-percent will pass a 100-mesh sieve and 90-percent will pass a 20-mesh sieve.

B. Fertilizer: Apply fertilizer at the following rates:
10-10-10 1000 lbs/acre=0.2 lbs/sq yd
13-13-13 770 lbs/acre=0.16 lbs/sq yd

C. Seed: Apply seed at the rate as specified:

GRASS SEEDING RATES (Lbs/Ac)

TYPE OF SEED	**ZONE I**				**ZONE II**			
	COASTAL*		**INLAND**		**COASTAL***		**INLAND**	
	Mar.-Nov.	Nov.-Mar.	Mar.-Nov.	Nov.-Mar.	Mar.-Nov.	Nov.-Mar	Mar.-Nov.	Nov.-Mar.
PERMANENT GRASSES								
Unhulled Bermuda**		90		20		90		20
Hulled Bermuda**	60		15		60		15	
Bahia (Argentine or Pensacola)			180	180			180	180
QUICK GROWING GRASS								
Annual Rye Grass		90		90		90		90
TOTAL POUNDS PER ACRE	60	180	195	290	60	180	195	290

* Locations where salt sensitive plants may be adversely affected by high concentrations of salt in soils, water, or air. This may include seaside locations, low-lying areas subjected to periodic saltwater inundation from storms or high tides, or where salt intrusion into groundwater supply has occurred.

** Bermuda shall not be used in areas adjacent to existing or proposed landscaping.

NOTE: All seeding shall be performed meeting the requirements of Section 570 of the Standard Specifications

Activities such as clearing, grading, and excavating that will disturb one or more acres of land require coverage under the Generic Permit for Stormwater Discharge from Large and Small Construction Activities from the Florida Department of Environmental Protection, and implementation

of appropriate pollution prevention measures to minimize erosion and sedimentation. Please refer to the National Pollutant Discharge Elimination System (NPDES) Permit.

E. Mulch: The mulch material shall be dry straw or hay, consisting of oat, rye, or wheat straw, or of pangola, peanut, coastal Bermuda or Bahia grass, hay or compost; and shall be free from noxious weeds and plants. Any plant officially listed, as being noxious or undesirable by any Federal Agency, any agency of the State of Florida or any local jurisdiction in which the project is being constructed shall not be used. Furnish to the engineer, prior to incorporation onto the project, a certification from the Florida Department of Agriculture and Consumer Services, Division of Plant Industry, stating that the Mulch materials are free of noxious weeds. Any such noxious plant or plant part found to be delivered shall be removed by the Contractor at his expense. Only undeteriorated mulch, which can readily be cut into the soil, shall be used. The “air-dry” weight (as defined by the Technical Association of the Pulp and Paper Industry, for wood cellulose) shall be marked on each package by the producer. Apply mulch at a rate of 2 ton/acre or 1 lb/sq yd.

E. Sod: All sod shall be healthy Centipede Sod unless otherwise required. Sod shall be strongly rooted, free of weeds and undesirable grasses and capable of providing vigorous growth and development when planted. Sod shall match existing species where restoration is required as a result of the Contractor's work.

PART 3 - EXECUTION

3.1 REQUIREMENTS

All areas disturbed by the Contractor's operations, shall be grassed, unless otherwise noted.

3.2 PLANTING SEED

A. Grading: Areas to be grassed shall be graded to remove depressions, undulations, and irregularities in the surface before grassing. Adhere to grades as shown on plans.

B. Tillage: The area to be grassed shall be thoroughly tilled to a depth of four inches using a plow and disc harrow or rotary tilling machinery until a suitable bed has been prepared and no clods or clumps remain larger than 1½ inches in diameter. Remove sticks, roots, and rubbish.

C. Applying Lime: The pH of the soil shall be determined. If the pH is below 5.0, sufficient lime shall be added to provide a pH between 5.5 and 6.5. The lime shall be thoroughly incorporated into the top three to four inches

of the soil. Lime and fertilizer may be applied in one operation.

D. Applying Fertilizer: Fertilizer shall be applied in accordance with the rates specified in Part 2, and shall be thoroughly incorporated into the top three to four inches of soil before sod is installed. FDOT Section 982.

E. Seed and Mulch: Apply in accordance with the rates specified in Part 2.

F. Maintenance: Maintenance shall begin immediately following the last operation of grassing and continue until final acceptance. Maintenance shall include watering, mowing, replanting, and all other work necessary to produce a uniform stand of grass, all at the contractor's expense.

3.3 PLACING SOD

A. Use Centipede sod (Eremochloa ophiuroides) unless otherwise required. The sod shall have a thick mat of roots (minimum 2") with enough adhering soil to assure growth. Apply sod within 48 hours of stripping. Protect sod against drying and breaking of rolled strips.

B. Placement: Prepare the g ound by loosening the soil. Place sod perpendicular to the slope. Place sod on the prepared soil to form a solid mass with tightly fitted joints. Ensure the butt ends and sides of sod strips do not overlap. The seam should have a flush tight transition from new to existing sod with no overlap. Stagger strips to avoid a continuous downhill seam. Tamp or roll lightly to ensure contact with subgrade. Tamp the outer edges of the sodded area to produce a s mooth contour. Work sifted soil into minor cracks between pieces of sod; remove excess to avoid smothering o f adjacent g rass. Water sod thoroughly with a fine spray immediately after planting.

C. Pinning: All sod placed on a slope steeper than 3:1 shall be pinned, at the top of the sod, at a rate listed in the table below:

Sod Size	Pins Required
Square Sod	2 pins per sod square
Mini Roll	3 pins per roll
Standard Rolls	1 pin per linear foot

C. Watering: Keep sod continuously moist to a depth below the root zone for three weeks after placement. If there is no water available to the site, the Contractor shall provide the water. Do not water in excess of 1" (one inch) per square yard per week for establishment.

D. Clean-Up: All excess soil, excess grass materials, stones, pallets and other waste shall be removed from the site daily and not allowed to accumulate. All paved areas shall be kept clean at all times.

E. Maintenance: Maintain sod by watering, fertilizing, weeding, mowing, trimming and other operations such as rolling, re-grading, and re-planting as required to establish a lawn free of eroded or bare areas and acceptable to the County. Where inspected work and materials do not comply with requirements, replace rejected work and continue maintenance until re-inspected by County and found to be acceptable. Remove rejected materials promptly from the project site. FDOT Section 570-4.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be for the following items, completed and accepted: square yards of seeding, square yards of seeding and mulching, and square yards of sodding.

4.2 BASIS OF PAYMENT

Prices and payments will be full compensation for all work and materials specified in this Section.

END OF SECTION 02900

SECTION 03300 – PORTLAND CEMENT CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

B. Florida Department of Transportation (FDOT), *FDOT Material's Manual, Chapter 9.2, Volume II, FDOT Standard Specifications for Road and Bridge Construction, Section 346, 347, 350, 400, 522, & 925, Latest Edition.*

1.2 SUMMARY

This Section includes concrete work for the following:

1. Roadways
2. Parking lots
3. Curbs and gutters
4. Walkways
5. Pads
6. Flumes
7. Curb Ramps
8. Cast in Place Structures

1.3 SUBMITTALS

A. Product data for proprietary materials and items, including reinforcement and forming accessories, admixtures, joint systems, curing compounds, dry-shake finish materials, and others if requested by the County.

B. Design mixes for each class of concrete. Include revised mix proportions when characteristics of materials, project conditions, weather, test results, or other circumstances warrant adjustments.

C. Material certificates in lieu of material laboratory test reports when permitted by the County. Material certificates shall be signed by manufacturer and Contractor certifying that each material item complies with or exceeds requirements. Provide certification from admixture manufacturers that chloride content complies with requirements.

1.4 PROJECT CONDITIONS

A. Traffic Control: Comply with requirements of Escambia County Specification, Section 04060, "Maintenance of Traffic."

B. Utilize flagmen, barricades, warning signs and warning lights as required, as shown on plans, or as directed by the County.

PART 2 - PRODUCTS

2.1 GENERAL REQUIREMENTS

A. Concrete shall conform to requirements of FDOT Standard Specification, Sections 346, 347, & 522 for curbs, gutters, sidewalks, structures and miscellaneous concrete.

B. Concrete for pavement shall conform to requirements of FDOT Standard Specification, Section 350.

C. Curb Ramps shall conform to FDOT Design Standards Index 304.

2.2 REINFORCING MATERIALS

A. Reinforcing Bars and Tie Bars: ASTM A 615, Grade 60, deformed.

B. Welded Steel Wire Fabric: ASTM A 185.

1. Furnish in flat sheets, not rolls.

C. Deformed-Steel Welded Wire Fabric: ASTM A 497.

D. Fabricated Bar Mats: Welded or clip-assembled steel bar mats, ASTM A184. Use ASTM A615, Grade 60 steel bars, unless otherwise indicated.

E. Joint Dowel Bars: Plain steel bars, ASTM A615, Grade 60. Cut bars true to length with ends square and free of burrs.

F. Hook Bolts: ASTM A307, Grade A bolts, internally and externally threaded. Design hook bolt joint assembly to hold coupling against pavement form and in position during concreting operations, and to permit removal without damage to concrete or hook bolt.

G. Supports for Reinforcement: Chairs, spacers, dowel bar supports and other devices for spacing, supporting, and fastening reinforcing bars, welded wire fabric, and dowels in place. Use wire bar-type supports complying with CRSI specifications. Use supports with sand plates or horizontal runners where base material will not support chair legs.

2.3 CONCRETE MATERIALS

A. Portland Cement: Type I, Type IP, Type IS, Type IP (MS), Type II, or Type III.

1. Use one brand of cement throughout Project.

2. All concrete shall develop a 28-day compressive strength of 3000 psi for non -structural (NS). If any concrete should fail to meet the strength requirement the structure shall be removed as necessary to remove the defective concrete and shall then be rebuilt at the Contractor's expense.

B. Fly Ash: ASTM C618, Class C or Class F.

C. Normal-Weight Aggregates: ASTM C33, Class 4, and as follows. Provide aggregates from a single source.

1. Maximum Aggregate Size: 1-1/2 inches.

2. Do not use fine or coarse aggregates that contain substances that cause spalling.

3. Local aggregates not complying with ASTM C33 that have been shown to produce concrete of adequate strength and durability by special tests or actual service may be used when acceptable to Engineer.

D. Water: Potable.

E. Fiber Reinforcement: Synthetic fibers engineered and designed for secondary reinforcement of concrete slabs, complying with ASTM C1116, Type III.

2.4 ADMIXTURES

A. Provide concrete admixtures that contain not more than 0. 01 percent chloride ions.

B. Air-Entraining Admixture: ASTM C260, certified by manufacturer to be compatible with other required admixtures.

C. Water-Reducing Admixture: ASTM C494, Type A.

D. High-Range Water-Reducing Admixture: ASTM C494, Type F or Type G.

E. Water-Reducing and Accelerating Admixture: ASTM C494, Type E.

F. Water-Reducing and Retarding Admixture: ASTM C494, Type D.

2.5 CONCRETE MIX

A. Prepare design mixes for each type and strength of normal-weight concrete

per FDOT Standard Specification, Section 346-6.2 and FDOT Material's Manual, Chapter 9. 2, Volume II. Use a qualified independent testing laboratory for preparing and reporting proposed mix designs. Do not use the Owner's field quality-control testing laboratory as the independent testing laboratory.

B. Fiber Reinforcement: Add to mix at rate of 1. 5 l b per cu. yd., unless manufacturer recommends otherwise.

C. Adjustment to Concrete Mixes: Mix design adjustments may be requested by Contractor when characteristics of materials, project conditions, weather, test results, or other circumstances warrant.

2.6 CONCRETE MIXING

Ready-Mixed Concrete: Comply with requirements of FDOT Standard Specification, Section 346-7 and FDOT Material's Manual, Chapter 9.2, Volume II.

PART 3 - EXECUTION

3.1 SURFACE PREPARATION FOR CONCRETE PAVEMENT

A. Proof-roll prepared base or subgrade surface to check for unstable areas and verify need for additional compaction. Do not begin concrete work until such conditions have been corrected and are ready to receive paving.

B. Remove loose material from compacted subbase surface immediately before placing concrete.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install sufficient forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.

B. Check completed formwork and screeds for grade and alignment to following tolerances:

1. Top of Forms: Not more than 1/8 inch in 10 feet.

2. Vertical Face on Longitudinal Axis: Not more than 1/4 inch in 10 feet.

C. Clean forms after each use and coat with form release agent as required ensuring separation from concrete without damage.

3.3 PLACING REINFORCEMENT

A. General: Comply with Concrete Reinforcing Steel Institute's recommended practice for " Placing Reinforcing Bars" for placing and supporting reinforcement. Comply with FDOT Standard Specification, Section 350-7.

B. Clean reinforcement of loose rust and mill scale, earth, ice, or other bond-reducing materials.

C. Arrange, space, and securely tie bars and bar supports to hold reinforcement in position during concrete placement. Secure reinforcemen einforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required. Set wire ties so ends are directed into concrete, not toward exposed concrete surfaces. Maintain minimum cover to reinforcement.

D. Install welded wire fabric in lengths as long as practicable. Lap adjoining pieces at least one full mesh and lace splices with wire. Offset laps of adjoining widths to prevent continuous laps in either direction. Use of chairs is required. Welded wire fabric shall not be “pulled” to center of slab.

E. Install fabricated bar mats in lengths as long as practicable. Handle units to keep them flat and free of distortions. Straighten bends, kinks, and other irregularities or replace units as required before placement. Set mats for a minimum 2-inch overlap to adjacent mats.

3.4 JOINTS

A. General: Construct control (contraction) joints, construction, and isolation joints true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to the centerline, unless indicated otherwise. When joining existing paving, place transverse joints to align with previously placed joints, unless indicated otherwise.

B. Control (Contraction) Joints: Control joints are grooved, formed, or sawed into sidewalks, driveways and concrete pavements so that cracking will occur in these joints randomly. If not specified on drawings, intervals shall be not greater than 10 feet or less than 5 feet. Construct control joints for a depth equal to at least 1/4 of the concrete thickness, as follows:

1. Tooled Joints: Form contraction joints in fresh concrete by grooving and finishing each edge of joint with a radiused jointer tool.

2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch-wide joints into hardened concrete when cutting action will not tear, abrade, spawl or ot herwise dam age s urface and before development of

random contraction cracks.

3. Inserts: Form contraction joints by inserting premolded plastic, hardboard, or fiberboard strips into fresh concrete until top surface of strip is flush with paving surface. Radius each joint edge with a jointer tool. Carefully remove strips or caps of two-piece assemblies after concrete has hardened. Clean groove of loose debris.

C. Construction Joints: Set construction joints at side and end terminations of paving and at locations where paving operations are stopped for more than ½ hour, unless paving terminates at isolation joints.

1. Provide preformed galvanized steel or plastic keyway-section forms or bulkhead forms with keys, unless indicated otherwise. Embed keys at least 1-1/2 inches into concrete.

2. Continue reinforcement across construction joints unless indicated otherwise.

D. Expansion Joints: Form expansion joints of preformed joint filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.

1. Locate expansion joints at intervals of 30 feet, unless indicated otherwise or directed by County.

2. Extend joint fillers full width and depth of joint, not less than ½ inch or more than 1 inch below finished surface where joint sealant is indicated. Place top of joint filler flush with finished concrete surface when no joint sealant is required.

3. Furnish joint fillers in one-piece lengths for full width being placed wherever possible. Where more than one length is required, lace or clip joint filler sections together.

4. Protect top edge of joint filler during concrete placement with a metal, plastic, or other temporary preformed cap. Remove protective cap after concrete has been placed on both sides of joint.

E. Filler and Sealants: Submit specifications to Engineer for approval.

F. Install dowel bars and support assemblies at joints where indicated. Lubricate or asphalt-coat one half of dowel length to prevent concrete bonding to one side of joint.

3.5 CONCRETE PLACEMENT

A. Comply with requirements of FDOT Standard Specification, Sections 350-8

and 400-7 for placing concrete.

B. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place. No concrete will be placed on concrete which has hardened sufficiently to cause the formation of seams or planes of weakness. Deposit concrete as nearly as practical to its final location to avoid segregation. When concrete placing is interrupted for more than ½ hour, place a construction joint.

C. Use a bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.

D. Consolidate concrete by mechanical vibrating equipment supplemented by hand-spading, rodding, floating, or tamping. Use equipment and procedures to consolidate concrete complying with FDOT Standard Specification, Section 350-9.

E. Screed paved surfaces with a straightedge and strike off. Use bull floats or darbies to form a smooth surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces prior to beginning finishing operations.

F. Place concrete in two operations; strike off initial pour for entire width of placement and to the required depth below finish surface. Lay welded wire fabric or fabricated bar mats immediately in final position. Place top layer of concrete, strike off, and screed. Remove and replace portions of bottom layer of concrete that have been placed more than 15 minutes without being covered by top layer or use bonding agent if acceptable to County.

G. Curbs and Gutters: Shall be constructed in accordance with FDOT Specs. When automatic machine placement is used for curb and gutter placement, submit revised mix design and laboratory test results that meet or exceed requirements. Produce curbs and gutters to required cross section, lines, grades, finish, and jointing as specified for formed concrete. If results are not acceptable, remove and replace with formed concrete.

H. Slip-Form Pavers: When automatic machine placement is used for paving, submit revised mix design and laboratory test results that meet or exceed requirements. Produce paving to required thickness, lines, grades, finish, and jointing as required for formed paving. Compact subgrade of sufficient width to prevent displacement of paver machine during operations.

I. When adjoining pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained 85 percent of its 28-day compressive strength, or sufficient strength to carry loads without damage or injury. Maturity Method Testing, as outlined in FDOT Standard Specification, Section 353-10.2, should be used to determine

concrete strength.

J. Cold-Weather Placement: Comply with provisions of FDOT Standard Specification, Sections 346-7.4 and 400-7.1.1. Protect concrete work from physical damage or reduced strength that could be caused by frost, freezing actions, or low temperatures.

K. Hot-Weather Placement: Place concrete complying with FDOT Standard Specification, Sections 346-7.5 and 400-7.1.2, and as specified when hot weather conditions exist.

3.6 CONCRETE FINISHING

A. Float Finish: Begin floating when bleed-water sheen has disappeared and the concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats or by hand -floating if area is small or inaccessible to power units. Finish surfaces to true planes within a tolerance of 1/8 inch in 10 feet as determined by a 10-foot-long straight-edge placed anywhere on the surface in any direction. Cut down high spots and fill low spots. Refloat surface immediately to a uniform granular texture.

1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across concrete surface perpendicular to line of traffic to provide a uniform fine line texture finish.

2. Tine Finishes: Apply to curb cut ramps and other areas as noted on the drawings. Finish shall be applied by an approved hand method and shall consist of transverse grooves which are 0.03 to 0.12 inch in width and 0.10 to 0.15 inch in depth, spaced at approximately ½ inch center to center.

B. Final Tooling: Tool edges of paving, gutters, curbs, and joints formed in fresh concrete with a jointing tool to the following radius. Repeat tooling of edges and joints after applying surface finishes. Eliminate tool marks on concrete surfaces. Radius: ½ inch.

3.7 CONCRETE PROTECTION AND CURING

General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with the recommendations of FDOT Standard Specification, Sections 350-11 and 925.

3.8 QUALITY CONTROL TESTING

A. A qualified, accredited testing and inspection laboratory, under the direction of a Professional Engineer, licensed in the State of Florida, shall sample materials, perform tests, and submit test reports during concrete placement as follows:

1. Sampling Fresh Concrete: ASTM C172, except modified for slump to comply with ASTM C94. All concrete should be sampled by ACI certified technicians.

    a. Slump: ASTM C143; one test at point of placement for each compressive-strength test but no less than one test for each day's pour of each type of concrete. Additional tests will be required when concrete consistency changes.

    b. Air Content: ASTM C231, pressure method; one test for each compressive-strength test but no less than one test for each day's pour of each type of air-entrained concrete.

    c. Concrete Temperature: ASTM C1064; one test hourly when air temperature is 40 deg F (4 deg C) and below and when 80 deg F (27 deg C) and above, and one test for each set of compressive-strength specimens.

    d. Compression Test Specimens: ASTM C31; one set of four standard cylinders for each compressive- strength test, unless directed otherwise. Mold and store cylinders for laboratory-cured test specimens except when field-cured test specimens are required.

    e. Compressive-Strength Tests: ASTM C39; one set for each day's pour of each concrete class, plus one set for each additional 50 cu. yd. Test one specimen at 7 days, two specimens at 28 days, and retain one specimen in reserve for earlier or later testing if required. Class I Concrete NS compression test specimens cylinders are not required, except as directed by County.

    f. Contractor shall repair the area to the satisfaction of the Engineer where material was removed for testing purposes. Should any work or materials fail to meet the requirements set forth in the plans and specifications, contractor shall pay for retesting of same.

2. Basis for acceptance of concrete will be per FDOT Standard Specification, Sections 346-8 through 346-11.

B. Test results will be reported in writing to the County, within 24 hours of testing. Reports of compressive strength tests shall contain the Project identification name and number, date and location of concrete placement, name of concrete testing laboratory, concrete type and class, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength, and type of break for both 7-day and 28-day tests.

C. Nondestructive Testing: Non-destructive test methods may be used with approval of the Engineer, but shall not be used as the sole basis for acceptance or rejection.

D. Additional Tests: The testing laboratory will make additional tests of the concrete when test results indicate slump, air entrainment, concrete strengths, or other requirements have not been met, as directed by Engineer. Testing laboratory may conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C 42, or by other methods as directed.

3.9 REPAIRS AND PROTECTION

A. Remove and replace concrete work that is broken, damaged, or defective, or does not meet the requirements of this Section.

B. Drill test cores where directed by the County when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory concrete areas with Portland cement concrete bonded to paving with epoxy adhesive.

C. Protect concrete from damage. Exclude traffic from concrete pavement for at least 14 days after placement. When construction traffic is permitted, maintain concrete as clean as possible by removing surface stains and spillage of materials as they occur.

D. Maintain concrete work free of stains, discoloration, dirt, and other foreign material. Sweep concrete paving not more than 2 days prior to date scheduled for Substantial Completion inspections.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The quantities to be paid for will be the plan quantity, in square yards, of Plain Cement Concrete Pavement, Reinforced Cement Concrete Pavement, square yards of sidewalk, and linear feet of curb and/or gutter.

4.2 JOINTS AND CRACKS

The Contractor shall include the cost for Cleaning and Sealing Joints in the cost of the newly constructed pavement for: (1) transverse and longitudinal joint construction for new pavement; and (2) abutting joints between existing pavement and new pavement.

For replacing joint seals and sealing random cracks in existing Portland cement concrete pavement, the quantity to be paid for will be as specified below:

A. The length of pavement joint that has been satisfactorily cleaned and sealed in existing Portland cement concrete pav ement, as determined by field measurement along the joints, will be paid for at the Contract unit price per foot for Cleaning and Resealing Joints.

B. The length of random cracks in existing Portland cement concrete pavement that have been satisfactorily cut, cleaned, and sealed, as determined by field measurement along the joints, will be paid for at the Contract unit price per foot for Cleaning and Sealing Random Cracks.

4.3 BASIS OF PAYMENT

Prices and payment will be full compensation for all work specified in this Section, including any preparation of the subgrade not included in the work to be paid for under another Contract item; all transverse and longitudinal joint construction, including tie-bars and dowel bars; the furnishing of test specimens; repair of core holes; and all incidentals necessary to complete the work.

END OF SECTION 03300

SECTION 03310 – TIED CONCRETE BLOCK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and General Provisions of the Contract, including General and Supplementary Conditions and other Specification Sections, apply to this Section.

1.2 SCOPE OF WORK

A. Scope of Work The Contractor shall furnish all labor, materials, equipment, and incidentals required and perform all operations in connection with the installation of tied concrete erosion control mats in accordance with the lines, grades, design and di mensions shown on the Contract Drawings and as specified herein.

1.3 SUBMITTALS

A. The Contractor shall submit to the Engineer all manufacturer's performance research results and calculations in support of the tied concrete block mat system. Calculations and shop drawings shall be provided by the manufacturer for the means and methods necessary to place the mats in accordance with PART 2.A and in accordance with the plans. The shop drawings shall indicate the size and location of mats and placement along with providing the details and how the mats are tied together and are to be moved.

B. The Contractor shall furnish to the Engineer all manufacturers' specifications, literature, shop drawings for the installation of the mats, and any recommendations, if applicable, that are specifically related to this project.

PART 2 – PRODUCTS

2.1 PROJECTS

A. General Tied concrete block mats shall be manufactured or field fabricated from individual concrete blocks tied together with a high strength geogrid.

Each block shall be tapered, beveled and interlocked. Each block shall incorporate interlocking surfaces or connections that prevent lateral displacement of the blocks within the mats when they are lifted for placement.

B. Tied Concrete Block Mat

1. Scope: This specification covers concrete blocks for erosion control

mats used for stabilizing channels.

2. Materials Cementitious Materials - Materials shall conform to the following applicable ASTM specifications:

   a. Portland Cements -Specification C 150, for Portland Cement.
   b. Blended Cements -Specification C 595, for Blended Hydraulic Cements.
   c. Hydrated Lime Types -Specification C 207, for Hydrated Lime Types.
   d. Pozzolans -Specification C 618, for Fly Ash and Raw or Calcined Natural Pozzolans for use in Portland Cement Concrete.

   Aggregates shall conform to the following ASTM specifications, except that grading requirements shall not necessarily apply: Normal Weight -Specification C 33, for Concrete Aggregates.

3. Physical Requirements Durability. The manufacturer shall satisfy the purchaser by proven field performance that the concrete units have adequate durability even if they are to be subjected to a freeze-thaw environment.

TABLE 1. PHYSICAL REQUIREMENTS			
Compressive Strength Net Area Min. psi (mPa)		Water Absorption Max., lb/ft3 (kg/m3)	
Avg. of 3 units	Individual Unit	Avg. of 3 units	Individual Unit
4,000 (27.6)	3,500 (24.)	10 (160)	12 (192)

4. Visual Inspection: All units shall be sound and free of defects that would interfere with the proper placing of the unit or impair the strength or permanence of the construction. Surface cracks incidental to the usual methods of manufacture, or surface chipping resulting from customary methods of handling in shipment and delivery, shall not be deemed grounds for rejection.

5. Sampling and Testing: The purchaser or his authorized representative shall inspect the units upon delivery. Units missing more than 4 blocks per 80 square feet section shall be deemed grounds for rejection.

6. The tied concrete block mats shall have one or more of the following nominal characteristics: Minimum open area of 10%

   The tied concrete block mat shall exhibit resistance to mild concentrations of acids, alkalis, and solvents.

   Polypropylene Geogrid Revetment mat shall be constructed of high tenacity, low elongating, and continuous filament polypropylene fibers.

Interlocking geogrid shall have the following physical characteristics:
Mass/Unit Area: ASTM D-5261 7.0 oz/yd2 240 g/m2
Aperture Size: Measured 1.6 x 1.6 inch 40 x 40 mm
Wide Width Tensile Strength:
Machine Direction (MD) ASTM D-6637 2,055 lb/ft 30 kN/m Cross
Machine Direction (CMD) ASTM D-6637 2,055 lb/ft 30 kN/m
Elongation at Break: ASTM D-6637 6% 6%
Tensile Strength @ 2% :
Machine Direction (MD) ASTM D-6637 822 lb/ft 12 kN/m
Cross Machine Direction (CMD) ASTM D-6637 822 lb/ft 12 kN/m
Tensile Strength @ 5% :
Machine Direction (MD) ASTM D-6637 1,640 lb/ft 24 kN/m Cross
Machine Direction (CMD) ASTM D-6637 1,640 lb/ft 24 kN/m
Tensile Modulus @ 2%:
Machine Direction (MD) ASTM D-6637 41,100 lb/ft 600 kN/m Cross
Machine Direction (CMD) ASTM D-6637 41,100 lb/ft 600 kN/m
Tensile Modulus @ 5%:
Machine Direction (MD) ASTM D-6637 32,900 lb/ft 480 kN/m Cross
Machine Direction (CMD) ASTM D-6637 32,900 lb/ft 480 kN/m

NOTE: Polypropylene geogrid shall be determined by the manufacturer.

Tied concrete block mats are packaged in rolls. These are packaged with high strength lifting straps for moving material into place with an excavator.

PART 3 – CONSTRUCTION

A. Prior to placing the tied concrete block mats, prepare the sub grade as detailed on the plans. All subgrade surfaces prepared for placement of mats shall be smooth and free of all rocks, stones, sticks, roots, other protrusions, or debris of any kind.

B. The prepared surface shall provide a firm unyielding foundation for the mats with no sharp or abrupt changes or breaks in the grade.

C. Apply seed directly to the prepared soil prior to installation of the Tied Concrete Block Mat. Use seed per project specifications.

D. Install mats to the line and grade shown on the plans and according to the manufacturer's installation guidelines.

E. The manufacturer will provide technical assistance during the slope preparation and installation of the tied concrete block mats as needed.

C. Clean forms after each use and coat with form release agent as required ensuring separation from concrete without damage.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

The completed work as described shall be measured and paid for at the contract unit price per square yard.

4.2 BASIS OF PAYMENT

Prices and payment for Tied Concrete Block Material will be full compensation for all work (including but not limited to labor, equipment, and materials) specified in this Section, including any preparation of the Subgrade not included in the work to be paid for under another Contract item, and all incidentals necessary to complete the work.

END OF SECTION 03310

SECTION 03350 – PERVIOUS CONCRETE PAVING

PART 1 - GENERAL

1.1 SCOPE OF WORK

A. The work to be completed under this contract includes the furnishing of all labor, materials and equipment necessary for the construction of the dual-use system in accordance with the plans and these specifications.

1.2 REFERENCES

A. Environmental Protection Agency (EPA)
   1. Green Infrastructure - Statement of Intent

B. National Institute of Building Sciences (NIBS)
   1. Federal Green Construction Guide for Specifiers

C. American Concrete Institute (ACI)
   1. ACI 305 "Hot Weather Concreting"
   2. ACI 306 "Cold Weather Concreting"
   3. ACI Flatwork Finisher Certification Program
   4. ACI Field Technician Certification Program

D. American Society for Testing and Materials
   1. ASTM C33 "Specification for Concrete Aggregates"
   2. ASTM C94 "Specification for Ready-Mixed Concrete"
   3. ASTM C150 "Specification for Portland Cement"
   4. ASTM C494 "Specification for Chemical Admixtures for Concrete"
   5. ASTM C595 "Specification for Blended Hydraulic Cements"
   6. ASTM D3385 "Test Method for Infiltration Rate of Soils Using Double-Ring Infiltrometer"

E. National Ready Mixed Concrete Association (NRMCA)
   1. Pervious Concrete Contractor Certification Manual

1.3 QUALITY ASSURANCE

A. Prior to the award of contract, the proposed contractor must submit evidence of having the appropriate tools, and experience, to accomplish the work. Experience will be based on at least one person, in charge of the crew, being NRMCA Certified as a Pervious Concrete "Craftsman",

plus two crew members being Certified by the NRMCA as Pervious Concrete Technicians.

1.4 SPECIAL EQUIPMENT

A. Contractor must show evidence of having the specialized equipment required for the installation of Pervious Concrete Pavements. Pervious Concrete is finished and jointed using three classes of specialized rollers. These rollers consist of form-to-form, steel-pipe rollers which are 8-inches to 12-inches in diameter, and smaller cross-rollers, with tapered edges. A special flanged-roller is used to place control joints in the pervious concrete before the pavement is covered to moist-cure.

B. Project may require the use of vibratory screeds. These screeds must provide an adjustment for the frequency of vibration.

C. Project may require the use of a power-sprayer with a "fogging-nozzle" attachment.

1.5 SUBMITTALS

A. All submittals shall be approved prior to construction.

B. Plans shall be submitted to the County Engineer's Representative, by the Contractor indicating:

1. Proposed Start Date, sequence of construction, and time of completion, for the scope of work.

2. Proposed locations for all construction-joints, and control joints, in the pavement.

3. Sections and Details showing depths, and types of materials, for all locations in the scope of work.

C. A one-square-foot section of the proposed filter fabric shall be submitted to the County Engineer's Representative. Information regarding the properties of the material, manufacturer, suggested method of placement and guarantees shall also be submitted with the fabric.

D. A one-quarter-cubic-foot sample of the proposed washed, crushed-stone/gravel-fill for the infiltration basin (pavement base) shall be submitted to the County Engineer's Representative.

E. A Mix-Design, showing the weights of all materials, for the proposed pervious concrete pavement shall be submitted to the County Engineer's Representative. It shall be the Contractor's responsibility to become familiar with the properties, and workability, of the proposed mix-design.

F. Evidence of qualifications of the Contractor, as per the "Quality Assurance" section shall be submitted to the County Engineer's Representative.

1.6 TEST PANELS

A test panel shall be constructed by the Contractor, and approved by the County Engineer's Representative. The test panel shall become the "standard" by which the Contractor's work is judged for completion of work and payment schedules.

A. The test panel shall be constructed in accordance with the plans and specifications, and shall be a minimum of 225 square-feet. Construction of the test panel shall be accomplished by the same crew, equipment and materials as submitted for approval. The depth of all materials shall be the same as shown on the plans.

B. The cost of constructing, and removing (if necessary), the test panel shall be included in the contract bid.

PART 2 - MATERIALS

2.1 Filter Fabric: The filter fabric shall be a non-woven geotextile fabric suitable for the application, and installed as per the manufacturer's directions.

2.2 Infiltration Basin Gravel-Fill: The Infiltration Basin shall be filled with clean (washed) gravel or crushed stone. The stone material shall be a single-size, and have a diameter of from 3/4-inch to 2-inches, and shall comply with ASTM C33. The total depth of the gravel-fill shall be indicated on the plans.

2.3 Pervious Concrete: The permeable pavement section shall consist of portland-cement based pervious concrete. Pervious concrete has no ACI or ASTM Specifications. It is therefore recommended that the guidelines for Ready-Mixed Concrete, ASTM C94, be used as a general guideline for the manufacturing and delivery of the pervious concrete. It is the responsibility of the Contractor to work with the local Ready-Mix suppliers to finalize a mix-design that will be acceptable for this project. If the mix-design is new to the local supplier, then at least three trial-batches shall be made before the decision is made to use that particular mix design. Both the Contractor, and the Supplier, must agree on any particular mix design before it is submitted to the County Engineer's Representative.

PART 3 - EXECUTION

3.1 Subgrade: The subgrade is defined as the native soil, or finished grade, of any cut-and-fill operation that may be required to bring the soil elevation to proper grade. The top of subgrade is also the bottom of the clean-gravel. The final grade of the top of subgrade shall be <u>flat</u> (no slope), and at the proper elevation to allow for the thickness of the layer of gravel and the pervious concrete pavement. Final compaction of the subgrade shall take into effect the type of soil and permeability requirements, and requirements for pavement support. Compaction should be uniform, and not greater than 95%

3.2 Filter Fabric: The filter fabric shall be placed on top of the final grade by the Contractor following the Manufacturer's directions.

3.3 Infiltration Basin Gravel-Fill: The placement of the gravel should be done to

minimize destruction of the filter fabric, and over-compaction of the subgrade. Compaction of the gravel is unnecessary.

3.4 Pervious Concrete: The Pervious Concrete, including any formwork requirements, placement, jointing and curing, shall be done in accordance with the NRMCA "Pervious Concrete Contractor Certification" guidelines. It is the responsibility of the Contractor to become familiar with the NRMCA document to gain the knowledge required to properly place and finish pervious concrete pavements. The inclusion of the requirements, as set forth in the NRMCA document, becomes an integral part of these specifications.

3.5 Testing: The testing requirements for pervious concrete are generally for permeability and durability. Testing of the fresh pervious concrete is a visual test. The Contractor must have the basic knowledge of what constitutes a proper mix by a visual inspection when the material arrives on the jobsite. Traditional tests for fresh concrete, such as slump and air content, and making cylinders & beams for strength tests are not required for pervious concrete.

3.6 Maintenance: Maintenance of the paving during construction is the Contractor's responsibility. The pervious concrete pavement should be checked periodically for buildup of trash and debris. Trash and debris should be removed from the pavement by hard-vacuum systems as required. The pavement should be pressure-washed with the residue being removed by wet-vacuuming within seven (7) days of requesting final acceptance by the County Engineer.

END OF SECTION 03350

SECTION 04000 - 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*.

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 the County, 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 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 County 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 (811 or 800-432-4770) at least 48 hours 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 County for 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.

END OF SECTION 04000

SECTION 04020 - 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.*

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 the County, 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 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 County 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 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 (811 or 800-432-4770) at least 48 hours 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. 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 County for an alternate location.

C. The Contractor shall submit a *Fabricate, Install, and Removal Daily Report Sheet* (Exhibit D) of each sign installation placed for inspection by the County. Contractor shall repair or replace signs deemed unacceptable by the County, 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 County.

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 num ber 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 f ull compensation for furnishing and i nstallation of all materials necessary to complete the signs in accordance with the details shown in the plans; 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.

END OF SECTION 04020

SECTION 04030 – 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*.

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 the County Contract, 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 County 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 County 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 retro-reflectivity ink silk-screened onto white Diamond grade material.

B. Green electronic cuttable prismatic sheeting film 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 County for 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 the number of square- feet of overhead signs span wire mounted, 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 in accordance with the details shown in the plans; 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.

END OF SECTION 04030

SECTION 04040 – 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 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*.

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, 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 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 retroreflectivity

readings certifying the materials 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 engineer or project manager may specify a lump sum or measurement of quantities.

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, protection of traffic, 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.

END OF SECTION - 04040

SECTION 04060 - MAINTENANCE OF TRAFFIC

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 the specifications, all materials and work shall conform to the applicable requirements in the following documents:

1. *Florida Department of Transportation Design Standards*, *Latest Edition*.

2. *Florida Department of Transportation Standard Specifications for Road and Bridge Construction*, Section 102, *Latest Edition*.

3. USDOT, Federal Highway Administration *Manual on Uniform Traffic Control Devices for Streets and Highways*, *Latest Edition*, Part 6 Temporary Traffic Controls.

4. *FDOT Minimum Specifications for Traffic control and Devices*, *Latest Edition*.

1.2 SUMMARY OF WORK

The work under this section includes the maintenance of traffic within the limits of the project for the duration of construction.

PART 2 – PRODUCTS - Not Used.

PART 3 - EXECUTION

3.1 RESPONSIBILITIES OF CONTRACTOR

A. Control and maintain traffic and provide for the safety of the work area in accordance with Maintenance of Traffic (MOT) Plan included in the contract documents. Contractor shall comply with all aspects of said plan. Conduct operations in a manner that will not interrupt pedestrian and vehicle traffic except as approved by the County Engineer/Traffic Division. Confine the work area to the smallest area practical to allow the maximum use of the street and sidewalk and to reduce any hazard to vehicles and pedestrians to a minimum.

B. Maintain access to properties that adjoin the work. Contact property owners

and assure that access is coordinated prior to commencing work that may block access.

C. Furnish all labor, materials, tools, supplies, equipment, and machinery needed to fully comply with the specifications described on the plan sheets and in this Section. At all times, the Contractor shall use workers and traffic control devices necessary to comply with all applicable provisions contained in the reference documents listed in Section 1.1.

D. The Contractor shall notify the agencies and media listed below in writing, 48 hours in advance, of any work within the road right-of-way that may interfere with vehicle and/or pedestrian traffic.

1. WCOA Radio – Tel: 478-6011; Fax: 478-3971

2. Pensacola News Journal Tel: 435-8500; Fax: 435-8633; Email: news@pensacolanewsjournal.com

3. Escambia County Emergency Management Tel: 471-6315; Fax: 471-6322; Email: bob_boschen@co.escambia.fl.us

4. Escambia County Engineering Tel: 595-3440

5. Escambia County Sheriff Tel: 436-9630; Fax: 436-9128; Email: traffic@escambiaso.com

6. Florida Highway Patrol Tel: 484-5000; Fax: 393-3405; Email: stevepreston@flhsmv.gov

7. Escambia County School District Tel: 469-5591; Fax: 469-5661; Email: transportation@escambia.k12.fl.us and rdoss@escambia.k12.fl.us

8. Escambia County Administration Tel: 595-4900; Fax: 595-4908; Email: Cheryl_Lively@co.escambia.fl.us

9. Escambia County Area Transit Tel: 595-3228; Fax: 595-3222; Email: Ted_Woolcock@co.escambia.fl.us

3.2 PENALTIES AND SUSPENSION OF WORK

The County may verbally direct the Contractor to immediately suspend work if appearance of violation of safety regulations is found. In such an event, Contractor shall immediately stop work and secure any potential hazards from the public until the potential violation is confirmed and/or corrected to satisfaction of the County. Law enforcement officers may be called to assist the County in suspending work if the Contractor is not responsive. Suspension of work for violation of safety

or additional payment.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

A. Maintenance of Traffic: Where the plans require the use of trucks and truck mounted impact attenuators, these items will not be paid for separately but shall be included in the cost of Maintenance of Traffic. Only use those attenuators that have been tested by a facility approved by the Engineer and certified as meeting the requirements as specified in NCHRP 350 and that have been properly maintained.

B. Law Enforcement Services: The quantity to be paid for will be at the Contract unit price per hour for the actual number of officers on the project site. Payment will be made only for those off-duty law enforcement officers specified in the MOT and authorized by the County.

C. When the plans show more than one detour facility is included in the proposal, payment will be made under Maintenance of Traffic.

D. Materials for Driveway Maintenance: The quantity to be paid for will be, in square yards, of all materials authorized by the County, acceptably placed and maintained for driveway maintenance. The quantity will be determined by in place measurement.

4.2 BASIS OF PAYMENT

A. MAINTENANCE OF TRAFFIC (GENERAL WORK): Price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

B. LAW ENFORECEMENT: Prices and payment will be considered full compensation for the services of the off-duty law enforcement officer, including a marked law enforcement vehicle and all other direct and indirect costs.

C. SPECIAL DETOURS: Price and payment will be full compensation for providing all detour facilities shown on the plans and all costs incurred in carrying our all requirements of this Section for general maintenance of traffic within the limits of the detour, as shown on the plans.

END OF SECTION 04060

SECTION 04090 – CONSTRUCTION OF TRAFFIC SIGNALS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Unless otherwise specified by the County, or in other sections of this specification, all work shall conform with the applicable requirements in the following documents:

1. Florida Department of Transportation, *Design Standards for Design, Construction,* Maintenance and Utility Operations on the State Highway System, *Latest Edition*.

2. FDOT, *Standard Specifications for Road and Bridge Construction*, *Latest Edition*.

3. FDOT, *Minimum Specifications for Traffic Control Signals and Devices, Latest Edition.*

4. United States Department of Transportation (USDOT), Federal Highway Administration, *Manual on Uniform Traffic Control Devices for Streets and Highways*, *Millennium Edition*.

5. *National Electric Code*, including latest revisions.

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 that will identify a specific scope and location.

PART 2 - PRODUCTS

2.1 CONTRACTOR-FURNISHED PARTS AND EQUIPMENT

A. The Contractor shall furnish all transportation, plant, labor, materials, safety signs, supplies, equipment, and other facilities and things necessary to fully complete the work described in this specification.

B. The requirements and procedure described in Sections 603-2, 603-3, 603-5, 603-6, 603-7, and 603-8 of the FDOT *Standard Specifications for Road and Bridge Construction, Latest Edition* shall apply.

2.2 COUNTY-FURNISHED EQUIPMENT INSTALLED BY CONTRACTOR

Where the plans include installation of County-furnished equipment, the County will turn over such equipment to the Contractor when the construction progress allows or as designated in the plans. The County will bear the costs of correcting any defects in the equipment found by the Contractor. The Contractor will maintain the equipment in proper operational condition after pick-up at no cost to the County until either final acceptance or the equipment is returned to the County.

2.3 REMOVED PARTS AND EQUIPMENT

A. Equipment that is removed and suitable for reuse shall be delivered to the County as indicated on the construction plans. Such equipment shall be tagged as to 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, 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 closed-loop systems and video detection systems.

B. All persons operating and maintaining signal equipment shall be fully trained and qualified. The Contractor shall have all work performed under the direct, on-site, supervision of a person certified at the “Traffic Signal, Level II” level, or higher, by the International Municipal Signal Association (I.M.S.A.). The Contractor shall furnish a copy of the certificate issued by the I.M.S.A. for each technician to the Contract Manager before execution of the contract.

3.2 OPERATIONS

A. The Contractor shall replace entire sidewalk slabs and driveway slabs, at the Contractor’s expense, if they are damaged.

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. The Contractor

shall assume all costs associated with restoration of corners and monuments.

C. The Contractor shall coordinate and perform service transfers and adjustments with Gulf Power Company.

D. The Contractor shall remove all surplus materials from the right-of-way within 24 hours.

3.3 REPORTS

A. The Contractor shall test each new ground rod and ground rod assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Furnish the original certified data sheet to the Contract Manager.

B. Contractor shall test each new loop assembly in accordance with FDOT standards. Record test results and certify accuracy on a Traffic Signal Resistance Data Sheet (re: Appendix "A"). Furnish the original certified data sheet to the Contract Manager.

3.4 COMPLETION TIME

The Contractor shall complete work according to the schedule specified in the Work Order. Typically, completion time will be specified according to the representative schedule provided below.

A. Construct school zone flashing beacon assembly (pedestal-mount): complete within 60 days.

B. Construct new multi-phase traffic signal: Order equipment from vendors within 10 business days from date of Work Order. Complete installation within 30 days upon receipt of all equipment from vendors.

C. Install signal head and/or cable to create a left-turn phase: complete within 30 days.

D. Install new controller assembly: Order equipment from vendor within 5 business days from date of Work Order. Complete installation within 30 days upon receipt from vendor.

E. Install pedestrian detector station with or without signals: complete within 30 days.

F. Install new loop assembly: complete within 10 business days.

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.

PART 4 - MEASUREMENT/PAYMENT

4.1 METHOD OF MEASUREMENT

Measurement and payment of all items will be made in accordance with the current Construction and Response Maintenance Contract on file with the Escambia County Office of Purchasing.

END OF SECTION 04090

Appendix “A”

TRAFFIC SIGNAL RESISTANCE MEASUREMENTS DATA SHEET

Intersection: _____

LOOP ASSEMBLY RESISTANCE

	Loop Location/No. Resistance	Series Resistance	Insulation Resistance
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			

GROUND ROD RESISTANCE

	Rod	Location
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

Signature of Contractor’s Representative
IMSA Level II-Certified Technician

Date

LAP DIVISION 1 SPECIFICATIONS.

(REV 11-1-16) (1-17)

Construction Checklist Specifications
from
Department of Transportation
Standard Specifications for Road and Bridge Construction

The following excerpts from the Standard Specifications and Special Provisions are provided for use in LAP Specifications as needed in accordance with the Local Agency Program Checklist for Construction Contracts (Phase 58) – Federal and State Requirements (525-070-44)

FROM SECTION 1 – DEFINITIONS AND TERMS:

Contractor's Engineer of Record.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing of components of the permanent structure as part of a redesign or Cost Savings Initiative Proposal, or for repair designs and details of the permanent work. The Contractor's Engineer of Record may also serve as the Specialty Engineer.

The Contractor's Engineer of Record must be an employee of a pre-qualified firm. The firm shall be pre-qualified in accordance with the Rules of the Department of Transportation, Chapter 14-75. Any Corporation or Partnership offering engineering services must hold a Certificate of Authorization from the Florida Department of Business and Professional Regulation.

As an alternate to being an employee of a pre-qualified firm, the Contractor's Engineer of Record may be a pre-qualified Specialty Engineer. For items of the permanent work declared by the State Construction Office to be "major" or "structural", the work performed by a pre-qualified Specialty Engineer must be checked by another pre-qualified Specialty Engineer. An individual Engineer may become pre-qualified in the work groups listed in the Rules of the Department of Transportation, Chapter 14-75, if the requirements for the Professional Engineer are met for the individual work groups. Pre-qualified Specialty Engineers are listed on the State Construction Website. Pre-qualified Specialty Engineers will not be authorized to perform redesigns or Cost Savings Initiative Proposal designs of items fully detailed in the plans.

Specialty Engineer.

A Professional Engineer registered in the State of Florida, other than the Engineer of Record or his subcontracted consultant, who undertakes the design and drawing preparation of components, systems, or installation methods and equipment for specific temporary portions of the project work or for special items of the permanent works not fully detailed in the plans and required to be furnished by the Contractor such as but not limited to pot bearing designs, non-standard expansion joints, MSE wall designs and other specialty items. The Specialty Engineer may also provide designs and details for items of the permanent work declared by the State Construction Office to be "minor" or "non-structural". The Specialty Engineer may be an employee or officer of the Contractor or a fabricator, an employee or officer of an entity providing components to a fabricator, or an independent consultant.

For items of work not specifically covered by the Rules of the Department of Transportation, a Specialty Engineer is qualified if he has the following qualifications:

(1) Registration as a Professional Engineer in the State of Florida.

(2) The education and experience necessary to perform the submitted design as required by the Florida Department of Business and Professional Regulation.

FROM SECTION 4 (ALTERATION OF WORK).

4-3 Alteration of Plans or of Character of Work.

4-3.1 General: The Engineer reserves the right to make, at any time prior to or during the progress of the work, such increases or decreases in quantities, whether a significant change or not, and such alterations in the details of construction, whether a substantial change or not, including but not limited to alterations in the grade or alignment of the road or structure or both, as may be found necessary or desirable by the Engineer. Such increases, decreases or alterations shall not constitute a breach of Contract, shall not invalidate the Contract, nor release the Surety from any liability arising out of this Contract or the Surety bond. The Contractor agrees to perform the work, as altered, the same as if it had been a part of the original Contract.

The term "significant change" applies only when:

1. The Engineer determines that the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction, or

2. A major item of work, as defined in 1-3, is increased in excess of 125% or decreased below 75% of the original Contract quantity. The Department will apply any price adjustment for an increase in quantity only to that portion in excess of 125% of the original Contract item quantity in accordance with 4-3.2 below. In the case of a decrease below 75% the Department will only apply a price adjustment for the additional costs that are a direct result of the reduction in quantity.

In (1) above, the determination by the Engineer shall be conclusive. If the determination is challenged by the Contractor in any proceeding, the Contractor must establish by clear and convincing proof that the determination by the Engineer was without any reasonable basis.

4-3.2 Increase, Decrease or Alteration in the Work: The Engineer reserves the right to make alterations in the character of the work which involve a substantial change in the nature of the design or in the type of construction or which materially increases or decreases the cost or time of performance. Such alteration shall not constitute a breach of Contract, shall not invalidate the Contract or release the Surety.

Notwithstanding that the Contractor shall have no formal right whatsoever to any extra compensation or time extension deemed due by the Contractor for any cause unless and until the Contractor follows the procedures set forth in 5-12.2 for preservation, presentation and resolution of the claim, the Contractor may at any time, after having otherwise timely submitted a notice of intent to claim or preliminary time extension request pursuant to 5-12.2 and 8-7.3.2, submit to the Department a request for equitable adjustment of compensation or time or other dispute resolution proposal. The Contractor shall in any request for equitable adjustment of compensation, time, or other dispute resolution proposal certify under oath and in writing, in accordance with the formalities required by Florida law, that the request is made in good faith, that any supportive data submitted is accurate and complete to the Contractor's best knowledge and belief, and that the amount of the request accurately reflects what the Contractor in good faith believes to be the Department's responsibility. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor. Any such certified statements of entitlement and costs shall be subject to the audit provisions set forth in 5-12.14. While the submittal or review of a duly certified request for equitable adjustment shall neither create, modify, nor activate any legal rights or obligations as to the Contractor or the Department, the Department will review the content of any duly certified request for equitable

adjustment or other dispute resolution proposal, with any further action or inaction by the Department thereafter being in its sole discretion. Any request for equitable adjustment that fails to fully comply with the certification requirements will not be reviewed by the Department.

The monetary compensation provided for below constitutes full and complete payment for such additional work and the Contractor shall have no right to any additional monetary compensation for any direct or indirect costs or profit for any such additional work beyond that expressly provided below. The Contractor shall be entitled to a time extension only to the extent that the performance of any portion of the additional work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. All time related costs for actual performance of such additional work are included in the compensation already provided below and any time extension entitlement hereunder will be without additional monetary compensation. The Contractor shall have no right to any monetary compensation or damages whatsoever for any direct or indirect delay to a controlling work item arising out of or in any way related to the circumstances leading up to or resulting from additional work (but not relating to the actual performance of the additional work, which is paid for as otherwise provided herein), except only as provided for under 5-12.6.2.1.

4-3.2.1 Allowable Costs for Extra Work: The Engineer may direct in writing that extra work be done and, at the Engineer's sole discretion, the Contractor will be paid pursuant to an agreed Supplemental Agreement or in the following manner:

1. Labor and Burden: The Contractor will receive payment for actual costs of direct labor and burden for the additional or unforeseen work. Labor includes foremen actually engaged in the work; and will not include project supervisory personnel nor necessary on-site clerical staff, except when the additional or unforeseen work is a controlling work item and the performance of such controlling work item actually extends completion of the project due to no fault of the Contractor. Compensation for project supervisory personnel, but in no case higher than a Project Manager's position, shall only be for the pro-rata time such supervisory personnel spent on the contract. In no case shall an officer or director of the Company, nor those persons who own more than 1% of the Company, be considered as project supervisory personnel, direct labor or foremen hereunder.

Payment for burden shall be limited solely to the following:

Table 4-3.2.1	
Item	Rate
FICA	Rate established by Law
FUTA/SUTA	Rate established by Law
Medical Insurance	Actual
Holidays, Sick & Vacation benefits	Actual
Retirement benefits	Actual
Workers Compensation	Rates based on the National Council on Compensation Insurance basic rate tables adjusted by Contractor's actual experience modification factor in effect at the time of the additional work or unforeseen work.
Per Diem	Actual but not to exceed State of Florida's rate
Insurance*	Actual

Table 4-3.2.1	
Item	Rate
*Compensation for Insurance is limited solely to General Liability Coverage and does not include any other insurance coverage (such as, but not limited to, Umbrella Coverage, Automobile Insurance, etc.).	

At the Pre-construction conference, certify to the Engineer the following:

a. A listing of on-site clerical staff, supervisory personnel and their pro-rated time assigned to the contract,

b. Actual Rate for items listed in Table 4-3.2.1,

c. Existence of employee benefit plan for Holiday, Sick and Vacation benefits and a Retirement Plan, and,

d. Payment of Per Diem is a company practice for instances when compensation for Per Diem is requested.

Such certification must be made by an officer or director of the Contractor with authority to bind the Contractor. Timely certification is a condition precedent to any right of the Contractor to recover compensations for such costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such costs. Any subsequent changes shall be certified to the Engineer as part of the cost proposal or seven calendar days in advance of performing such extra work.

2. Materials and Supplies: For materials accepted by the Engineer and used on the project, the Contractor will receive the actual cost of such materials incorporated into the work, including Contractor paid transportation charges (exclusive of equipment as hereinafter set forth). For supplies reasonably needed for performing the work, the Contractor will receive the actual cost of such supplies.

3. Equipment: For any machinery or special equipment (other than small tools), including fuel and lubricant, the Contractor will receive 100% of the "Rental Rate Blue Book" for the actual time that such equipment is in operation on the work, and 50% of the "Rental Rate Blue Book" for the time the equipment is directed to standby and remain on the project site, to be calculated as indicated below. The equipment rates will be based on the latest edition (as of the date the work to be performed begins) of the "Rental Rate Blue Book for Construction Equipment" or the "Rental Rate Blue Book for Older Construction Equipment," whichever is applicable, as published by Machinery Information Division of PRIMEDIA Information, Inc. (version current at the time of bid), using all instructions and adjustments contained therein and as modified below. On all projects, the Engineer will adjust the rates using regional adjustments and Rate Adjustment Tables according to the instructions in the Blue Book.

Allowable Equipment Rates will be established as set out below:

a. Allowable Hourly Equipment Rate = Monthly Rate/176 x Adjustment Factors x 100%.

b. Allowable Hourly Operating Cost = Hourly Operating Cost x 100%.

c. Allowable Rate Per Hour = Allowable Hourly Equipment Rate + Allowable Hourly Operating Cost.

d. Standby Rate = Allowable Hourly Equipment Rate x 50%.

The Monthly Rate is The Basic Machine Rate Plus Any Attachments. Standby rates will apply when equipment is not in operation and is directed by the Engineer to standby at the project site when needed again to complete work and the cost of moving the equipment will exceed the accumulated standby cost. Standby rates will not apply on any day the equipment operates for eight or more hours. Standby payment will be limited to only that number of hours which, when added to the operating time for that day equals eight hours. Standby payment will not be made on days that are not normally considered work days on the project.

The Department will allow for the cost of transporting the equipment to and from the location at which it will be used. If the equipment requires assembly or disassembly for transport, the Department will pay for the time to perform this work at the rate for standby equipment.

Equipment may include vehicles utilized only by Labor, as defined above.

4. Indirect Costs, Expenses, and Profit: Compensation for all indirect costs, expenses, and profit of the Contractor, including but not limited to overhead of any kind, whether jobsite, field office, division office, regional office, home office, or otherwise, is expressly limited to the greater of either (a) or (b) below:

a. Solely a mark-up of 17.5% on the payments in (1) through (3), above.

1. Bond: The Contractor will receive compensation for any premium for acquiring a bond for such additional or unforeseen work at the original Contract bond rate paid by the Contractor. No compensation for bond premium will be allowed for additional or unforeseen work paid by the Department via initial contingency pay item.

2. The Contractor will be allowed a markup of 10% on the first $50,000 and a markup of 5% on any amount over $50,000 on any subcontract directly related to the additional or unforeseen work. Any such subcontractor mark-up will be allowed only by the prime Contractor and a first tier subcontractor, and the Contractor must elect the markup for any eligible first tier subcontractor to do so.

b. Solely the formula set forth below and only as applied solely as to such number of calendar days of entitlement that are in excess of ten cumulative calendar days as defined below.

$$D = \frac{A \times C}{B}$$

Where A = Original Contract Amount
B = Original Contract Time
C = 8%
D = Average Overhead Per Day

Cumulative Calendar Days is defined as the combined total number of calendar days granted as time extensions due to either extra work, excluding overruns to existing contract items, that extend the duration of the project or delay of a controlling work item caused solely by the Department, or the combined total number of calendar days for which

a claim of entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined to be in favor of the Contractor.

Further, in the event there are concurrent delays to one or more controlling work items, one or more being caused by the Department and one or more being caused by the Contractor, the Contractor shall be entitled to a time extension for each day that a controlling work item is delayed by the Department but shall have no right to nor receive any monetary compensation for any indirect costs for any days of concurrent delay. No compensation, whatsoever, will be paid to the Contractor for any jobsite overhead and other indirect impacts when the total number of calendar days granted for time extension due to delay of a controlling work item caused solely by the Department is, or the total number of calendar days for which entitlement to a time extension due to delay of a controlling work item caused solely by the Department is otherwise ultimately determined in favor of the Contractor to be, equal to or less than ten calendar days and the Contractor also fully assumes all monetary risk of any and all partial or single calendar day delay periods, due to delay of a controlling work item caused solely by the Department, that when combined together are equal to or less than ten calendar days and regardless of whether monetary compensation is otherwise provided for hereunder for one or more calendar days of time extension entitlement for each calendar day exceeding ten calendar days. All calculations under this provision shall exclude weather days, Holidays, and Special Events.

4-3.2.2 Subcontracted Work: Compensation for the additional or unforeseen work performed by a subcontractor shall be limited solely to that provided for in 4-3.2.1 (1), (2), (3) and (4)(a). In addition, the Contractor compensation is expressly limited to the greater of the total provided in either 4-3.2.1(4)(a) or (4)(b), except that the Average Overhead Per-Day calculation is as follows:

$$Ds = \frac{As \times C}{B}$$

Where As = Original Contract Amount minus Original Subcontract amounts(s)*

B = Original Contract Time
C = 8%
Ds = Average Overhead Per-Day

* deduct Original Subcontract Amount(s) of subcontractor(s) performing the work

The subcontractor may receive compensation for any premium for acquiring a bond for the additional or unforeseen work; provided, however, that such payment for additional subcontractor bond will only be paid upon presentment to the Department of clear and convincing proof that the subcontractor has actually submitted and paid for separate bond premiums for such additional or unforeseen work in such amount and that the subcontractor was required by the Contractor to acquire a bond.

The Contractor shall require the subcontractor to submit a certification, in accordance with 4-3.2.1 (1), as part of the cost proposal and submit such to the Engineer. Such certification must be made by an officer or director of the subcontractor with authority to bind

the subcontractor. Timely certification is a condition precedent to any right of the Contractor to recover compensation for such subcontractor costs, and failure to timely submit the certification will constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to recover such subcontractor costs.

4-3.3 No Waiver of Contract: Changes made by the Engineer will not be considered to waive any of the provisions of the Contract, nor may the Contractor make any claim for loss of anticipated profits because of the changes, or by reason of any variation between the approximate quantities and the quantities of work actually performed. All work shall be performed as directed by the Engineer and in accordance with the Contract Documents.

4-3.4 Conditions Requiring a Supplemental Agreement or Unilateral Payment: A Supplemental Agreement or Unilateral Payment will be used to clarify the Plans and Specifications of the Contract; to provide for unforeseen work, grade changes, or alterations in the Plans which could not reasonably have been contemplated or foreseen in the original Plans and Specifications; to change the limits of construction to meet field conditions; to provide a safe and functional connection to an existing pavement; to settle documented Contract claims; to make the project functionally operational in accordance with the intent of the original Contract and subsequent amendments thereto.

A Supplemental Agreement or Unilateral Payment may be used to expand the physical limits of the project only to the extent necessary to make the project functionally operational in accordance with the intent of the original Contract. The cost of any such agreement extending the physical limits of the project shall not exceed $100,000 or 10% of the original Contract price, whichever is greater.

Perform no work to be covered by a Supplemental Agreement or Unilateral Payment before written authorization is received from the Engineer. The Engineer's written authorization will set forth sufficient work information to allow the work to begin. The work activities, terms and conditions will be reduced to written Supplemental Agreement or Unilateral Payment form promptly thereafter. No payment will be made on a Supplemental Agreement or Unilateral Payment prior to the Department's approval of the document.

4-3.5 Extra Work: Extra work authorized in writing by the Engineer will be paid in accordance with the formula in 4-3.2. Such payment will be the full extent of all monetary compensation entitlement due to the Contractor for such extra work. Any entitlement to a time extension due to extra work will be limited solely to that provided for in 4-3.2 for additional work.

4-3.6 Connections to Existing Pavement, Drives and Walks: Generally adhere to the limits of construction at the beginning and end of the project as detailed in the Plans. However, if the Engineer determines that it is necessary to extend the construction in order to make suitable connections to existing pavement, the Engineer will authorize such a change in writing.

For necessary connections to existing walks and drives that are not indicated in the Plans, the Engineer will submit direction regarding the proper connections in accordance with the Design Standards.

4-3.7 Differing Site Conditions: During the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the Contract, or if unknown physical conditions of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract are encountered at the site, the party discovering such conditions shall promptly notify

the other party in writing of the specific differing conditions before the Contractor disturbs the conditions or performs the affected work.

Upon receipt of written notification of differing site conditions from the Contractor, the Engineer will investigate the conditions, and if it is determined that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the Contract, an adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly. The Engineer will notify the Contractor whether or not an adjustment of the Contract is warranted.

The Engineer will not allow a Contract adjustment for a differing site condition unless the Contractor has submitted the required written notice.

The Engineer will not allow a Contract adjustment under this clause for any effects caused to any other Department or non-Department projects on which the Contractor may be working.

4-3.8 Changes Affecting Utilities: The Contractor shall be responsible for identifying and assessing any potential impacts to a utility that may be caused by the changes proposed by the Contractor, and the Contractor shall at the time of making the request for a change notify the Department in writing of any such potential impacts to utilities.

Department approval of a Contractor proposed change does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the design or construction activities from those in the original Contract Specifications, Design Plans (including Traffic Control Plans) or other Contract Documents and which effect a change in utility work different from that shown in the Utility Plans, joint project agreements or utility relocation schedules.

4-3.9 Cost Savings Initiative Proposal:

4-3.9.1 Intent and Objective:

1. This Subarticle applies to any cost reduction proposal (hereinafter referred to as a Proposal) that the Contractor initiates and develops for the purpose of refining the Contract to increase cost effectiveness or significantly improve the quality of the end result. A mandatory Cost Savings Initiative Workshop will be held prior to Contract Time beginning for the Contractor and Department to discuss potential Proposals. This Subarticle does not, however, apply to any such proposal unless the Contractor identifies it at the time of its submission to the Department as a proposal submitted pursuant to this Subarticle.

2. The Department will consider Proposals that would result in net savings to the Department by providing a decrease in the cost of the Contract. Proposals must result in savings without impairing essential functions and characteristics such as safety, service, life, reliability, economy of operation, ease of maintenance, aesthetics and necessary standard design features. However, nothing herein prohibits the Contractor from submitting Proposals when the required functions and characteristics can be combined, reduced or eliminated because they are nonessential or excessive. The Department will not recognize the Contractor's correction of plan errors that result in a cost reduction, as a Proposal.

3. The Department reserves the right to reject at its discretion any Proposal submitted that proposes a change in the design of the pavement system or that would require additional right-of-way. Pending the Department's execution of a formal supplemental agreement implementing an approved Proposal, the Contractor shall remain obligated to perform the work in accordance with the terms of the existing Contract. The Department may grant time extensions to allow for the time required to develop and review a Proposal.

4. For potential Proposals not discussed at the Cost Savings Initiative Workshop, a mandatory concept meeting will be held for the Contractor and Department to discuss the potential Proposal prior to development of the Proposal.

4-3.9.2 Subcontractors: The Department encourages the Contractor to include the provisions of this Subarticle in Contracts with subcontractors and to encourage submission of Proposals from subcontractors. However, it is not mandatory to submit Proposals to the Department or to accept or transmit subcontractor proposed Proposals to the Department.

4-3.9.3 Data Requirements: As a minimum, submit the following information with each Proposal:

1. a description of the difference between the existing Contract requirement, including any time extension request, and the proposed change, and the comparative advantages and disadvantages.

2. separate detailed cost estimates for both the existing Contract requirement and the proposed change. Break down the cost estimates by pay item numbers indicating quantity increases or decreases and deleted pay items. Identify additional proposed work not covered by pay items within the Contract, by using pay item numbers in the Basis of Estimates Manual. In preparing the estimates, include overhead, profit, and bond within pay items in the Contract. Separate pay item(s) for the cost of overhead, profit, and bond will not be allowed.

3. an itemization of the changes, deletions or additions to plan details, plan sheets, design standards and Specifications that are required to implement the Proposal if the Department adopts it. Submit preliminary plan drawings sufficient to describe the proposed changes.

4. engineering or other analysis in sufficient detail to identify and describe specific features of the Contract that must be changed if the Department accepts the Proposal with a proposal as to how these changes can be accomplished and an assessment of their effect on other project elements. The Department may require that engineering analyses be performed by a prequalified consultant in the applicable class of work. Support all design changes that result from the Proposal with drawings and computations signed and sealed by the Contractor's Engineer of Record. Written documentation or drawings will be submitted clearly delineating the responsibility of the Contractor's Engineer of Record.

5. the date by which the Department must approve the Proposal to obtain the total estimated cost reduction during the remainder of the Contract, noting any effect on the Contract completion time or delivery schedule.

6. a revised project schedule that would be followed upon approval of the Proposal. This schedule would include submittal dates and review time for the Department and Peer reviews.

4-3.9.4 Processing Procedures: Submit Proposals to the Engineer or his duly authorized representative. The Department will process Proposals expeditiously; however, the Department is not liable for any delay in acting upon a Proposal submitted pursuant to this Subarticle. The Contractor may withdraw, in whole or in part, a Proposal not accepted by the Department within the period specified in the Proposal. The Department is not liable for any Proposal development cost in the case where the Department rejects or the Contractor withdraws a Proposal.

The Engineer is the sole judge of the acceptability of a Proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal.

In determining the estimated net savings, the Department reserves the right to disregard the Contract bid prices if, in the judgment of the Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

Prior to approval, the Engineer may modify a Proposal, with the concurrence of the Contractor, to make it acceptable. If any modification increases or decreases the net savings resulting from the Proposal, the Department will determine the Contractor's fair share upon the basis of the Proposal as modified and upon the final quantities. The Department will compute the net savings by subtracting the revised total cost of all bid items affected by the Proposal from the total cost of the same bid items as represented in the original Contract.

Prior to approval of the Proposal that initiates the supplemental agreement, submit acceptable Contract-quality plan sheets revised to show all details consistent with the Proposal design.

4-3.9.5 Computations for Change in Contract Cost of Performance: If the Proposal is adopted, the Contractor's share of the net savings as defined hereinafter represents full compensation to the Contractor for the Proposal.

The Department will not include its costs to process and implement a Proposal in the estimate. However, the Department reserves the right, where it deems such action appropriate, to require the Contractor to pay the Department's cost of investigating and implementing a Proposal as a condition of considering such proposal. When the Department imposes such a condition, the Contractor shall accept this condition in writing, authorizing the Department to deduct amounts payable to the Department from any monies due or that may become due to the Contractor under the Contract.

4-3.9.6 Conditions of Acceptance for Major Design Modifications of Category 2 Bridges: A Proposal that proposes major design modifications of a category 2 bridge, as determined by the Engineer, shall have the following conditions of acceptance:

All bridge Plans relating to the Proposal shall undergo an independent peer review conducted by a single independent engineering firm referred to for the purposes of this article as the Independent Review Engineer who is not the originator of the Proposal design, and is pre-qualified by the Department in accordance with Rule 14-75, Florida Administrative Code. The independent peer review is intended to be a comprehensive, thorough verification of the original work, giving assurance that the design is in compliance with all Department requirements. The Independent Review Engineer's comments, along with the resolution of each comment, shall be submitted to the Department. The Independent Review Engineer shall sign and seal the submittal cover letter stating that all comments have been adequately addressed and the design is in compliance with the Department requirements. If there are any unresolved comments the Independent Review Engineer shall specifically list all unresolved issues in the signed and sealed cover letter.

The Contractor shall designate a primary engineer responsible for the Proposal design and as such will be designated as the Contractors Engineer of Record for the Proposal design. The Department reserves the right to require the Contractor's Engineer of Record to assume responsibility for design of the entire structure.

New designs and independent peer reviews shall be in compliance with all applicable Department, FHWA and AASHTO criteria requirements including bridge load ratings.

4-3.9.7 Sharing Arrangements: If the Department approves a Proposal, the Contractor shall receive 50% of the net reduction in the cost of performance of the Contract as

determined by the final negotiated agreement between the Contractor and the Department. The net reduction will be determined by subtracting from the savings of the construction costs the reasonable documented engineering costs incurred by the contractor to design and develop a Proposal. The reasonable documented engineering costs will be paid by the Department. Engineering costs will be based on the consultant's certified invoice and may include the costs of the Independent Review Engineer in 4-3.9.6. The total engineering costs to be subtracted from the savings to determine the net reduction will be limited to 25% of the construction savings and shall not include any markup by the Contractor or the costs for engineering services performed by the Contractor.

4-3.9.8 Notice of Intellectual Property Interests and Department's Future Rights to a Proposal:

4-3.9.8.1 Notice of Intellectual Property Interests: The Contractor's Proposal submittal shall identify with specificity any and all forms of intellectual property rights that either the Contractor or any officer, shareholder, employee, consultant, or affiliate, of the Contractor, or any other entity who contributed in any measure to the substance of the Contractor's Proposal development, have or may have that are in whole or in part implicated in the Proposal. Such required intellectual property rights notice includes, but is not limited to, disclosure of any issued patents, copyrights, or licenses; pending patent, copyright or license applications; and any intellectual property rights that though not yet issued, applied for or intended to be pursued, could nevertheless otherwise be subsequently the subject of patent, copyright or license protection by the Contractor or others in the future. This notice requirement does not extend to intellectual property rights as to stand-alone or integral components of the Proposal that are already on the Department's Approved Product List (APL) or Design Standards Index, or are otherwise generally known in the industry as being subject to patent or copyright protection.

4-3.9.8.2 Department's Future Rights to a Proposal: Notwithstanding 7-3 nor any other provision of the Standard Specifications, upon acceptance of a Proposal, the Contractor hereby grants to the Department and its contractors (such grant being expressly limited solely to any and all existing or future Department construction projects and any other Department projects that are partially or wholly funded by or for the Department) a royalty-free and perpetual license under all forms of intellectual property rights to manufacture, to use, to design, to construct, to disclose, to reproduce, to prepare and fully utilize derivative works, to distribute, display and publish, in whole or in part, and to permit others to do any of the above, and to otherwise in any manner and for any purpose whatsoever do anything reasonably necessary to fully utilize any and all aspects of such Proposal on any and all existing and future construction projects and any other Department projects.

Contractor shall hold harmless, indemnify and defend the Department and its contractors and others in privity therewith from and against any and all claims, liabilities, other obligations or losses, and reasonable expenses related thereto (including reasonable attorneys' fees), which are incurred or are suffered by any breach of the foregoing grants, and regardless of whether such intellectual property rights were or were not disclosed by the Contractor pursuant to 4-3.9.8.1, unless the Department has by express written exception in the Proposal acceptance process specifically released the Contractor from such obligation to hold harmless, indemnify and defend as to one or more disclosed intellectual property rights.

FROM SECTION 5 – CONTROL OF THE WORK (CLAIMS).

5-12 Claims by Contractor.

5-12.1 General: When the Contractor deems that extra compensation or a time extension is due beyond that agreed to by the Engineer, whether due to delay, additional work, altered work, differing site conditions, breach of Contract, or for any other cause, the Contractor shall follow the procedures set forth herein for preservation, presentation and resolution of the claim.

Submission of timely notice of intent to file a claim, preliminary time extension request, time extension request, and the certified written claim, together with full and complete claim documentation, are each a condition precedent to the Contractor bringing any circuit court, arbitration, or other formal claims resolution proceeding against the Department for the items and for the sums or time set forth in the Contractor's certified written claim. The failure to provide such notice of intent, preliminary time extension request, time extension request, certified written claim and full and complete claim documentation within the time required shall constitute a full, complete, absolute and irrevocable waiver by the Contractor of any right to additional compensation or a time extension for such claim.

5-12.2 Notice of Claim:

5-12.2.1 Claims For Extra Work: Where the Contractor deems that additional compensation or a time extension is due for work or materials not expressly provided for in the Contract or which is by written directive expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit written notification to the Engineer of the intention to make a claim for additional compensation before beginning the work on which the claim is based, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. If such written notification is not submitted and the Engineer is not afforded the opportunity for keeping strict account of actual labor, material, equipment, and time, the Contractor waives the claim for additional compensation or a time extension. Such notice by the Contractor, and the fact that the Engineer has kept account of the labor, materials and equipment, and time, shall not in any way be construed as establishing the validity of the claim or method for computing any compensation or time extension for such claim. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9. However, for any claim or part of a claim that pertains solely to final estimate quantities disputes the Contractor shall submit full and complete claim documentation as described in 5-12.3 and duly certified pursuant to 5-12.9, as to such final estimate claim dispute issues, within 90 or 180 calendar days, respectively, of the Contractor's receipt of the Department's final estimate.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

5-12.2.2 Claims For Delay: Where the Contractor deems that additional compensation or a time extension is due on account of delay, differing site conditions, breach of Contract, or any other cause other than for work or materials not expressly provided for in the Contract (Extra Work) or which is by written directive of the Engineer expressly ordered by the Engineer pursuant to 4-3, the Contractor shall submit a written notice of intent to the Engineer within ten days after commencement of a delay to a controlling work item expressly notifying the Engineer that the Contractor intends to seek additional compensation, and if seeking a time extension, the Contractor shall also submit a preliminary request for time extension pursuant to 8-7.3.2 within ten calendar days after commencement of a delay to a controlling work item, as to such delay and providing a reasonably complete description as to the cause and nature of the delay and the possible impacts to the Contractor's work by such delay, and a request for Contract Time extension pursuant to 8-7.3.2 within thirty calendar days after the elimination of the delay. On projects with an original Contract amount of $3,000,000 or less within 90 calendar days after final acceptance of the project in accordance with 5-11, and on projects with an original Contract amount greater than $3,000,000 within 180 calendar days after final acceptance of the project in accordance with 5-11, the Contractor shall submit full and complete documentation as described in 5-12.3 and duly certified pursuant to 5-12.9.

If the Contractor fails to submit a certificate of claim as described in 5-12.9, the Department will so notify the Contractor in writing. The Contractor shall have ten calendar days from receipt of the notice to resubmit the claim documentation, without change, with a certificate of claim as described in 5-12.9, without regard to whether the resubmission is within the applicable 90 or 180 calendar day deadline for submission of full and complete claim documentation. Failure by the Contractor to comply with the ten calendar day notice shall constitute a waiver of the claim.

There shall be no Contractor entitlement to any monetary compensation or time extension for any delays or delay impacts, whatsoever, that are not to a controlling work item, and then as to any such delay to a controlling work item entitlement to any monetary compensation or time extension shall only be to the extent such is otherwise provided for expressly under 4-3 or 5-12, except that in the instance of delay to a non-controlling item of work the Contractor may be compensated for the direct costs of idle labor or equipment only, at the rates set forth in 4-3.2.1(1) and (3), and then only to the extent the Contractor could not reasonably mitigate such idleness.

5-12.3 Content of Written Claim: As a condition precedent to the Contractor being entitled to additional compensation or a time extension under the Contract, for any claim, the Contractor shall submit a certified written claim to the Department which will include for each individual claim, at a minimum, the following information:

1. A detailed factual statement of the claim providing all necessary dates, locations, and items of work affected and included in each claim;

2. The date or dates on which actions resulting in the claim occurred or conditions resulting in the claim became evident;

3. Identification of all pertinent documents and the substance of any material oral communications relating to such claim and the name of the persons making such material oral communications;

4. Identification of the provisions of the Contract which support the claim and a statement of the reasons why such provisions support the claim, or alternatively, the provisions of the Contract which allegedly have been breached and the actions constituting such breach;

5. A detailed compilation of the amount of additional compensation sought and a breakdown of the amount sought as follows:

a. documented additional job site labor expenses;

b. documented additional cost of materials and supplies;

c. a list of additional equipment costs claimed, including each piece of equipment and the rental rate claimed for each;

d. any other additional direct costs or damages and the documents in support thereof;

e. any additional indirect costs or damages and all documentation in support thereof.

6. A detailed compilation of the specific dates and the exact number of calendar days sought for a time extension, the basis for entitlement to time for each day, all documentation of the delay, and a breakout of the number of days claimed for each identified event, circumstance or occurrence.

Further, the Contractor shall be prohibited from amending either the bases of entitlement or the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder, and any circuit court, arbitration, or other formal claims resolution proceeding shall be limited solely to the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder. This shall not, however, preclude a Contractor from withdrawing or reducing any of the bases of entitlement and the amount of any compensation or time stated for any and all issues claimed in the Contractor's written claim submitted hereunder at any time.

5-12.4 Action on Claim: The Engineer will respond in writing on projects with an original Contract amount of $3,000,000 or less within 90 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3, and on projects with an original Contract amount greater than $3,000,000 within 120 calendar days of receipt of a complete claim submitted by a Contractor in compliance with 5-12.3. Failure by the Engineer to respond to a claim in writing within 90 or 120 days, respectively, after receipt of a complete claim submitted by the Contractor in compliance with 5-12.3 constitutes a denial of the claim by the Engineer. If the Engineer finds the claim or any part thereof to be valid, such partial or whole claim will be allowed and paid for to the extent deemed valid and any time extension granted, if applicable, as provided in the Contract. No circuit court or arbitration proceedings on any claim, or a part thereof, may be filed until after final acceptance per 5-11 of all Contract work by the Department or denial hereunder, whichever occurs last.

5-12.5 Pre-Settlement and Pre-Judgment Interest: Entitlement to any pre-settlement or pre-judgment interest on any claim amount determined to be valid subsequent to the Department's receipt of a certified written claim in full compliance with 5-12.3, whether determined by a settlement or a final ruling in formal proceedings, the Department shall pay to the Contractor simple interest calculated at the Prime Rate (as reported by the Wall Street Journal as the base rate on corporate loans posted by at least 75% of the nations 30 largest banks) as of the 60th calendar day following the Department's receipt of a certified written claim in full compliance with 5-12.3, such interest to accrue beginning 60 calendar days following the Department's receipt of a certified written claim in full compliance with 5-12.3 and ending on the date of final settlement or formal ruling.

5-12.6 Compensation for Extra Work or Delay:

5-12.6.1 Compensation for Extra Work: Notwithstanding anything to the contrary contained in the Contract Documents, the Contractor shall not be entitled to any compensation beyond that provided for in 4-3.2.

5-12.6.2 Compensation for Delay: Notwithstanding anything to the contrary contained in the Contract Documents, the additional compensation set forth in 5-12.6.2.1 shall be the Contractor's sole monetary remedy for any delay other than to perform extra work caused by the Department unless the delay shall have been caused by acts constituting willful or intentional interference by the Department with the Contractor's performance of the work and then only where such acts continue after Contractor's written notice to the Department of such interference. The parties anticipate that delays may be caused by or arise from any number of events during the term of the Contract, including, but not limited to, work performed, work deleted, supplemental agreements, work orders, disruptions, differing site conditions, utility conflicts, design changes or defects, time extensions, extra work, right-of-way issues, permitting issues, actions of suppliers, subcontractors or other contractors, actions by third parties, suspensions of work by the Engineer pursuant to 8-6.1, shop drawing approval process delays, expansion of the physical limits of the project to make it functional, weather, weekends, holidays, special events, suspension of Contract Time, or other events, forces or factors sometimes experienced in construction work. Such delays or events and their potential impacts on the performance by the Contractor are specifically contemplated and acknowledged by the parties in entering into this Contract, and shall not be deemed to constitute willful or intentional interference with the Contractor's performance of the work without clear and convincing proof that they were the result of a deliberate act, without reasonable and good-faith basis, and specifically intended to disrupt the Contractor's performance.

5-12.6.2.1 Compensation for Direct Costs, Indirect Costs, Expenses, and Profit thereon, of or from Delay: For any delay claim, the Contractor shall be entitled to monetary compensation for the actual idle labor and equipment, and indirect costs, expenses, and profit thereon, as provided for in 4-3.2.1(4) and solely for costs incurred beyond what reasonable mitigation thereof the Contractor could have undertaken.

5-12.7 Mandatory Claim Records: After submitting to the Engineer a notice of intent to file a claim for extra work or delay, the Contractor must keep daily records of all labor, material and equipment costs incurred for operations affected by the extra work or delay. These daily records must identify each operation affected by the extra work or delay and the specific locations where work is affected by the extra work or delay, as nearly as possible. The Engineer may also keep records of all labor, material and equipment used on the operations affected by the extra work or delay. The Contractor shall, once a notice of intent to claim has been timely filed, and not less than weekly thereafter as long as appropriate, submit the Contractor's daily records to the Engineer and be likewise entitled to receive the Department's daily records. The daily records to be submitted hereunder shall be done at no cost to the recipient.

5-12.8 Claims For Acceleration: The Department shall have no liability for any constructive acceleration of the work, nor shall the Contractor have any right to make any claim for constructive acceleration nor include the same as an element of any claim the Contractor may otherwise submit under this Contract. If the Engineer gives express written direction for the Contractor to accelerate its efforts, such written direction will set forth the prices and other pertinent information and will be reduced to a written Contract Document promptly. No payment will be made on a Supplemental Agreement for acceleration prior to the Department's approval of the documents.

5-12.9 Certificate of Claim: When submitting any claim, the Contractor shall certify under oath and in writing, in accordance with the formalities required by Florida law, that the claim is made in good faith, that the supportive data are accurate and complete to the Contractor's best knowledge and belief, and that the amount of the claim accurately reflects what the Contractor in good faith believes to be the Department's liability. Such certification must be made by an officer or director of the Contractor with the authority to bind the Contractor.

5-12.10 Non-Recoverable Items: The parties agree that for any claim the Department will not have liability for the following items of damages or expense:

1. Loss of profit, incentives or bonuses;
2. Any claim for other than extra work or delay;
3. Consequential damages, including, but not limited to, loss of bonding capacity, loss of bidding opportunities, loss of credit standing, cost of financing, interest paid, loss of other work or insolvency;
4. Acceleration costs and expenses, except where the Department has expressly and specifically directed the Contractor in writing "to accelerate at the Department's expense"; nor
5. Attorney fees, claims preparation expenses and costs of litigation.

5-12.11 Exclusive Remedies: Notwithstanding any other provision of this Contract, the parties agree that the Department shall have no liability to the Contractor for expenses, costs, or items of damages other than those which are specifically identified as payable under 5-12. In the event any legal action for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the Department's liability will be limited to those items which are specifically identified as payable in 5-12.

5-12.12 Settlement Discussions: The content of any discussions or meetings held between the Department and the Contractor to settle or resolve any claims submitted by the Contractor against the Department shall be inadmissible in any legal, equitable, arbitration or administrative proceedings brought by the Contractor against the Department for payment of such claim. Dispute Resolution Board, State Arbitration Board and Claim Review Committee proceedings are not settlement discussions, for purposes of this provision.

5-12.13 Personal Liability of Public Officials: In carrying out any of the provisions of the Contract or in exercising any power or authority granted to the Secretary of Transportation, Engineer or any of their respective employees or agents, there shall be no liability on behalf of any employee, officer or official of the Department for which such individual is responsible, either personally or as officials or representatives of the Department. It is understood that in all such matters such individuals act solely as agents and representatives of the Department.

5-12.14 Auditing of Claims: All claims filed against the Department shall be subject to audit at any time following the filing of the claim, whether or not such claim is part of a suit pending in the Courts of this State. The audit may be performed, at the Department's sole discretion, by employees of the Department or by any independent auditor appointed by the Department, or both. The audit may begin after ten days written notice to the Contractor, subcontractor, or supplier. The Contractor, subcontractor, or supplier shall make a good faith effort to cooperate with the auditors. As a condition precedent to recovery on any claim, the Contractor, subcontractor, or supplier must retain sufficient records, and provide full and reasonable access to such records, to allow the Department's auditors to verify the claim and failure to retain sufficient records of the claim or failure to provide full and reasonable access to such records shall constitute a waiver of that portion of such claim that cannot be verified and

shall bar recovery thereunder. Further, and in addition to such audit access, upon the Contractor submitting a written claim, the Department shall have the right to request and receive, and the Contractor shall have the affirmative obligation to submit to the Department any and all documents in the possession of the Contractor or its subcontractors, materialmen or suppliers as may be deemed relevant by the Department in its review of the basis, validity or value of the Contractor's claim.

Without limiting the generality of the foregoing, the Contractor shall upon written request of the Department make available to the Department's auditors, or upon the Department's written request, submit at the Department's expense, any or all of the following documents:

1. Daily time sheets and foreman's daily reports and diaries;
2. Insurance, welfare and benefits records;
3. Payroll register;
4. Earnings records;
5. Payroll tax return;
6. Material invoices, purchase orders, and all material and supply acquisition contracts;
7. Material cost distribution worksheet;
8. Equipment records (list of company owned, rented or other equipment used);
9. Vendor rental agreements and subcontractor invoices;
10. Subcontractor payment certificates;
11. Canceled checks for the project, including, payroll and vendors;
12. Job cost report;
13. Job payroll ledger;
14. General ledger, general journal, (if used) and all subsidiary ledgers and journals together with all supporting documentation pertinent to entries made in these ledgers and journals;
15. Cash disbursements journal;
16. Financial statements for all years reflecting the operations on this project;
17. Income tax returns for all years reflecting the operations on this project;
18. All documents which reflect the Contractor's actual profit and overhead during the years this Contract was being performed and for each of the five years prior to the commencement of this Contract;
19. All documents related to the preparation of the Contractor's bid including the final calculations on which the bid was based;
20. All documents which relate to each and every claim together with all documents which support the amount of damages as to each claim;
21. Worksheets used to prepare the claim establishing the cost components for items of the claim including, but not limited to, labor, benefits and insurance, materials, equipment, subcontractors, and all documents that establish which time periods and individuals were involved, and the hours and rates for such individuals.

FROM SECTION 6 – CONTROL OF MATERIALS (CONVICT LABOR AND BUY AMERICA).

6-5 Products and Source of Supply.

6-5.1 Source of Supply–Convict Labor (Federal-Aid Contracts Only): Do not use materials that were produced after July 1, 1991, by convict labor for Federal-aid highway construction projects unless the prison facility has been producing convict-made materials for Federal-aid highway construction projects before July 1, 1987.

Use materials that were produced prior to July 2, 1991, by convicts on Federal-aid highway construction projects free from the restrictions placed on the use of these materials by 23 U.S.C. 114. The Department will limit the use of materials produced by convict labor for use in Federal-aid highway construction projects to:

1. Materials produced by convicts on parole, supervised release, or probation from a prison or,

2. Materials produced in a qualified prison facility.

The amount of such materials produced for Federal-aid highway construction during any 12-month period shall not exceed the amount produced in such facility for use in such construction during the 12-month period ending July 1, 1987.

6-5.2 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

FROM SECTION 7 – LEGAL REQUIREMENTS AND RESPONSIBILITIES TO THE PUBLIC (FHWA 1273, WAGE RATES, E-VERIFY, TITLE VI, DBE, AND ON-THE-JOB TRAINING).

Compliance with FHWA 1273: The FHWA-1273 Electronic version, dated May 1, 2012 is posted on the Department's website at the following URL address http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/Files/FHWA1273.pdf . Take responsibility to obtain this information and comply with all requirements posted on this website up through five calendar days before the opening of bids.

Comply with the provisions contained in FHWA-1273.

If the Department's website cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations: The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Contract Documents or in permits as identified in 7-2.1.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address: http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/endangeredwildlifeguidelines.pdf .

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Submit this notification sufficiently in advance of planned commencement of the off-site activity, to allow a reasonable period of time for the Engineer to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use

of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location, including the access route and the name of the property. It is the Contractor's responsibility to submit justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Submit this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.**7-16 Wage Rates for Federal-Aid Projects.**

For this Contract, payment of predetermined minimum wages applies.

The U.S. Department of Labor (USDOL) Wage Rates applicable to this Contract are listed in table below, as modified up through ten days prior to the opening of bids.

Wage Rate Decision Number	Associated Work
_____	_____
_____	_____

Obtain the applicable General Decision(s) (Wage Tables) through the Department's Office of Construction website and ensure that employees receive the minimum compensation applicable. Review the General Decisions for all classifications necessary to complete the project. Request additional classifications through the Engineer's office when needed.

For guidance on the requirements for the payment of wages and benefits and the submittal of certified payrolls, and for general guidance and examples of multiple wage rates when assigned to a Contract, refer to the Department's Office of Construction website. Questions regarding wage rates and the applicability of wage tables should be submitted in accordance with 2-4.

Contact the Department's Prevailing Wage Rate Coordinator at (850) 414-4688 if the Department's website cannot be accessed or there are questions.

7-24 Disadvantaged Business Enterprise Program.

7-24.1 Disadvantaged Business Enterprise Affirmative Action Plan: Prior to award of the Contract, have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action Program Plan filed with the Equal Opportunity Office. Update and resubmit the plan every three years. No Contract will be awarded until the Department approves the Plan. The DBE Affirmative Action Program Plan is incorporated into and made a part of the Contract.

7-24.2 Required Contract and Subcontract DBE Assurance Language: In accordance with 49 CFR 26.13 (b), the Contract FDOT signs with the Contractor (and each subcontract the prime contractor signs with a subcontractor) must include the following assurance: "The Contractor, 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 Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to,

1. Withholding monthly progress payments;
2. Assessing sanctions;
3. Liquidated damages; and/or
4. Disqualifying the Contractor from future bidding as non-responsible."

7-24.3 Plan Requirements: Include the following in the DBE Affirmative Action Program Plan:

1. A policy statement, signed by an authorized representative (president, chief executive officer, or chairman of the contractor), expressing a commitment to use DBEs in all aspects of contracting to the maximum extent feasible, outlining the various levels of responsibility, and stating the objectives of the program. Circulate the policy statement throughout the Contractor's organization.

2. The designation of a Liaison Officer within the Contractor's organization, as well as support staff, necessary and proper to administer the program, and a description of the authority, responsibility, and duties of the Liaison Officer and support staff. The Liaison Officer and staff are responsible for developing, managing, and implementing the program on a day-to-day basis for carrying out technical assistance activities for DBEs and for disseminating information on available business opportunities so that DBEs are provided an equitable opportunity to participate in Contracts let by the Department.

3. Utilization of techniques to facilitate DBE participation in contracting activities which include, but are not limited to:

a. Soliciting price quotations and arranging a time for the review of Plans, quantities, specifications, and delivery schedules, and for the preparation and presentation of quotations.

b. Providing assistance to DBEs in overcoming barriers such as the inability to obtain bonding, financing, or technical assistance.

c. Carrying out information and communication programs or workshops on contracting procedures and specific contracting opportunities in a timely manner, with such programs being bilingual where appropriate.

d. Encouraging eligible DBEs to apply for certification with the Department.

e. Contacting Minority Contractor Associations and city and county agencies with programs for disadvantaged individuals for assistance in recruiting and encouraging eligible DBE contractors to apply for certification with the Department.

7-24.4 DBE Records and Reports: Submit the following through the Equal Opportunity Compliance System:

1. DBE Commitments - at or before the Pre-Construction Conference.
2. Report monthly, through the Equal Opportunity Compliance System on the

Department's Website, actual payments (including retainage) made to DBEs for work performed with their own workforce and equipment in the area in which they are certified. Report payments made to all DBE and Minority Business Enterprise (MBE) subcontractors and DBE and MBE construction material and major suppliers.

The Equal Opportunity Office will provide instructions on accessing this system. Develop a record keeping system to monitor DBE affirmative action efforts which include the following:

1. the procedures adopted to comply with these Specifications;

2. the number of subordinated Contracts on Department projects awarded to DBEs;

3. the dollar value of the Contracts awarded to DBEs;

4. the percentage of the dollar value of all subordinated Contracts awarded to DBEs as a percentage of the total Contract amount;

5. a description of the general categories of Contracts awarded to DBEs; and

6. the specific efforts employed to identify and award Contracts to DBEs.

Upon request, provide the records to the Department for review.

Maintain all such records for a period of five years following acceptance of final payment and have them available for inspection by the Department and the Federal Highway Administration.

7-24.5 Counting DBE Participation and Commercially Useful Functions:

49 CFR Part 26.55 specifies when DBE credit shall be awarded for work performed by a DBE. DBE credit can only be awarded for work actually performed by DBEs themselves for the types of work for which they are certified. When reporting DBE Commitments, only include the dollars that a DBE is expected to earn for work they perform with their own workforce and equipment. Update DBE Commitments to reflect changes to the initial amount that was previously reported or to add DBEs not initially reported.

When a DBE participates in a contract, the value of the work is determined in accordance with 49 CFR Part 26.55, for example:

1. The Department will count only the value of the work performed by the DBE toward DBE goals. The entire amount of the contract that is performed by the DBE's own forces (including the cost of supplies, equipment and materials obtained by the DBE for the contract work) will be counted as DBE credit.

2. The Department will count the entire amount of fees or commissions charged by the DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services or for providing bonds or insurance specifically required for the performance of a Department-assisted contract, toward DBE goals, provided that the Department determines the fees to be reasonable and not excessive as compared with fees customarily followed for similar services.

3. When the DBE subcontracts part of the work of its contract to another firm, the Department will count the value of the subcontracted work only if the DBE's subcontractor is itself a DBE. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE goals.

4. When a DBE performs as a participant in a joint venture, the Department will count the portion of the dollar value of the contract equal to the distinct, clearly defined portion of the work the DBE performs with its own forces toward DBE goals.

5. The Contractors shall ensure that only expenditures to DBEs that perform a commercially useful function (CUF) in the work of a contract may be counted toward the voluntary DBE goal.

6. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself.

7. Contractors wishing to use joint checks involving DBE credit must provide written notice to the District Contract Compliance Office prior to issuance of the joint check. The Contractor must also provide a copy of the notice to the DBE subcontractor and maintain a copy with the project records.

8. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the DBE credit claimed for its performance of the work, and other relevant factors.

9. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

10. If a DBE does not perform or exercise responsibility for at least 30% of the total cost of its contract with its own workforce, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the DBE has not performed a commercially useful function.

7-24.6 Prompt Payments: Meet the requirements of 9-5 for payments to all DBE subcontractors.

7-25 On-The-Job Training Requirements.

As part of the Contractor's equal employment opportunity affirmative action program, training shall be provided as follows:

The Contractor shall provide On-The-Job Training aimed at developing full journeymen in the type of trade or job classification involved in the work. In the event the Contractor subcontracts a portion of the contract work, it shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, that the Contractor shall retain the primary responsibility for meeting the training requirements imposed by this Section. Ensure that, when feasible, 25% of trainees in each occupation are in their first year of training. The Contractor shall incorporate the requirements of this Section into such subcontract.

The number of trainees will be estimated on the number of calendar days of the contract, the dollar value, and the scope of work to be performed. The trainee goal will be finalized at a Post-Preconstruction Trainee Evaluation Meeting and the goal will be distributed among the work classifications based on the following criteria:

1. Determine the number of trainees on Federal Aid Contract:

a. No trainees will be required for contracts with a Contract Time allowance of less than 275 calendar days.

b. If the Contract Time allowance is 275 calendar days or more, the number of trainees shall be established in accordance with the following chart:

Estimated Contract Amount	Trainees Required
$2,000,000 or less	0
Over $2,000,000 to $4,000,000	2
Over $4,000,000 to $6,000,000	3
Over $6,000,000 to $12,000,000	5
Over $12,000,000 to $18,000,000	7
Over $18,000,000 to $24,000,000	9
Over $24,000,000 to $31,000,000	12
Over $31,000,000 to $37,000,000	13
Over $37,000,000 to $43,000,000	14
Over $43,000,000 to $49,000,000	15
Over $49,000,000 to $55,000,000	16
Over $55,000,000 to $62,000,000	17
Over $62,000,000 to $68,000,000	18
Over $68,000,000 to $74,000,000	19
Over $74,000,000 to $81,000,000	20
Over $81,000,000 to $87,000,000	21
Over $87,000,000 to $93,000,000	22
Over $93,000,000 to $99,000,000	23
Over $99,000,000 to $105,000,000	24
Over $105,000,000 to $112,000,000	25
Over $112,000,000 to $118,000,000	26
Over $118,000,000 to $124,000,000	27
Over $124,000,000 to $130,000,000	28
Over $130,000,000 to *	
*One additional trainee per $6,000,000 of estimated Construction Contract amount over $130,000,000	

Further, if the Contractor or subcontractor requests to utilize banked trainees as discussed later in this Section, a Banking Certificate will be validated at this meeting allowing credit to the Contractor for previously banked trainees. Banked credits of prime Contractors working as Subcontractors may be accepted for credit. The Contractor's Project Manager, the Construction Project Engineer and the Department's District Contract Compliance Manager will attend this meeting. Within ten days after the Post-Preconstruction Training Evaluation Meeting, the Contractor shall submit to the Department for approval an On-The-Job Training Schedule indicating the number of trainees to be trained in each selected classification and the portion of the Contract Time during which training of each trainee is to take place. This schedule may be subject to change if any of the following occur:

1. When a start date on the approved On-The-Job Training Schedule has been missed by 14 or more days;

2. When there is a change in previously approved classifications;

3. When replacement trainees are added due to voluntary or involuntary termination

The revised schedule will be resubmitted to and approved by the Department's District Contract Compliance Manager.

The following criteria will be used in determining whether or not the Contractor has complied with this Section as it relates to the number of trainees to be trained:

1. Credit will be allowed for each trainee that is both enrolled and satisfactorily completes training on this Contract. Credit for trainees, over the established number for this Contract, will be carried in a "bank" for the Contractor and credit will be allowed for those surplus trainees in subsequent, applicable projects. A "banked" trainee is described as an employee who has been trained on a project, over and above the established goal, and for which the Contractor desires to preserve credit for utilization on a subsequent project.

2. Credit will be allowed for each trainee that has been previously enrolled in the Department's approved training program on another contract and continues training in the same job classification and completes their training on a different contract.

3. Credit will be allowed for each trainee who, due to the amount of work available in their classification, is given the greatest practical amount of training on the contract regardless of whether or not the trainee completes training.

4. Credit will be allowed for any training position indicated in the approved On-The-Job Training Schedule, if the Contractor can demonstrate that made a good faith effort to provide training in that classification was made.

5. No credit will be allowed for a trainee whose employment by the Contractor is involuntarily terminated unless the Contractor can clearly demonstrate good cause for this action.

Training and upgrading of minorities, women and economically disadvantaged persons toward journeyman status is a primary objective of this Section. Accordingly, the Contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent such persons are available within a reasonable area of recruitment. If a non-minority male is enrolled into the On-The-Job Training Program, the On-The-Job Training Notification of Personnel Action Form notifying the District Contract Compliance Manager of such action shall be accompanied by a disadvantaged certification or a justification for such action acceptable to the Department's District Contract Compliance Manager. The Contractor will be given an opportunity and will be responsible for demonstrating the steps that it has taken in pursuance thereof, prior to a determination as to whether the Contractor is in compliance with this Section. This training is not intended, and shall not be used, to discriminate against any applicant for training, whether a minority, woman or disadvantaged person.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journeyman status, or have been employed as a journeyman. The Contractor may satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the Contractor's records should document the findings in each case.

The minimum length and type of training for each classification will be as established at the Post-Preconstruction Trainee Evaluation Meeting and approved by the Department. Graduation to journeyman status will be based upon satisfactory completion of a Proficiency Demonstration set up at the completion of training and established for the specific training classification, completion of the minimum hours in a training classification range, and the employer's satisfaction that the trainee does meet journeyman status in the classification of

training. Upon reaching journeyman status, the following documentation must be forwarded to the District Contract Compliance Office:

1. Trainee Enrollment and Personnel Action Form

2. Proficiency Demonstration Verification Form indicating completion of each standard established for the classification signed by representatives of both the Contractor and the Department.

The Department and the Contractor shall establish a program that is tied to the scope of the work in the project and the length of operations providing it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classifications concerned, by at least, the minimum hours prescribed for a training classification. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the U.S. Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training shall also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal Aid highway construction contract. Approval or acceptance of a training schedule shall be obtained from the Department prior to commencing work on the classifications covered by the program.

A voluntary On-The-Job Training Program is available to a Contractor which has been awarded a state funded project. Through this program, the Contractor will have the option to train employees on state funded projects for "banked credit" as discussed previously in this provision, to be utilized on subsequent Federal Aid Projects where training is required. Those Contractors availing themselves of this opportunity to train personnel on state funded projects and bank trainee hours for credit shall comply with all training criteria set forth in this Section for Federal Aid Projects; voluntary banking may be denied by the Department if staff is not available to monitor compliance with the training criteria.

It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial type positions. Training is permissible in lower level management positions such as office engineers, estimators, etc., where the training is oriented toward construction applications. Training in the laborer classifications, except Common/General Laborer, may be permitted provided that significant and meaningful training is provided and approved by the District Contract Compliance Office.

When approved in advance by the District Contract Compliance Manager, credit will be given for training of persons in excess of the number specified herein under the current contract or a Contractor will be allowed to bank trainees who have successfully completed a training program and may apply those trainees to a training requirement in subsequent project(s) upon approval of the Department's District Contract Compliance Manager. This credit will be given even though the Contractor may receive training program funds from other sources, provided such other source do not specifically prohibit the Contractor from receiving other form of compensation. Offsite training is permissible as long as the training is an integral part of an approved training program and does not compromise a significant part of the overall training. Credit for offsite training indicated above may only be made to the Contractor when it does one or more of the following and the trainees are concurrently employed on a Federal Aid Project:

1. Contributes to the cost of the training,
2. Provides the instruction to the trainee,
3. Pays the trainee's wages during the offsite training period.

The Contractor shall compensate the trainee at no less than the laborer rate established in the Contract at the onset of training. The compensation rate will be increased to the journeyman's wage upon graduation from the training program for the remainder of the time the trainee works in the classification in which they were trained.

The Contractor shall furnish the trainee a copy of the program they will follow in providing the training. The Contractor shall provide each trainee with a certification showing the type and length of training satisfactorily completed. The Contractor shall enroll a trainee in one training classification at a time to completion before the trainee can be enrolled in another classification on the same project.

The Contractor shall maintain records to document the actual hours each trainee is engaged in training on work being performed as a part of this Contract.

The Contractor shall submit to the District Contract Compliance Manager a copy of an On-The-Job Training Notification of Personnel Action form no later than seven days after the effective date of the action when the following actions occur: a trainee is transferred on the project, transferred from the project to continue training on another contract, completes training, is upgraded to journeyman status or voluntary terminates or is involuntary terminated from the project.

The Contractor shall furnish to the District Contract Compliance Manager a copy of a Monthly Time Report for each trainee. The Monthly Time Report for each month shall be submitted no later than the tenth day of the subsequent month. The Monthly Time Report shall indicate the phases and sub-phases of the number of hours devoted to each proficiency.

Highway or Bridge Carpenter Helper, Mechanic Helper, Rodman/Chainman, and Timekeeper classifications will not be approved for the On-The-Job Training Program.

The number of trainees may be distributed among the work classifications on the basis of the Contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment.

The Contractor will have fulfilled the responsibilities of this Specification when acceptable training has been provided to the trainee as specified above.

7-26 Cargo Preference Act – Use of United States-Flag Vessels.

Pursuant to Title 46 CFR 381, the Contractor agrees

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph 1 of this Article to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

3. To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Contract.

7-29 E-Verify.

The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract and shall expressly require any subcontractors performing work or providing services pursuant to the Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.

7-31 Title VI Assurance – DOT 1050.2A, Appendix A and Appendix E.

7-31.1 Appendix A: During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the US Department of Transportation (hereinafter, "USDOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

2. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the basis of race, color, national origin or sex in the selection and retention of sub-contractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for subcontractors, including procurements of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, or sex.

4. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, order and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the Florida Department of Transportation, or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Florida Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Contract until the Contractor complies, or

b. cancellation, termination or suspension of the Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor shall include the provisions of the 7-30.1 through 7-30.6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurement as the Florida Department of Transportation or the Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, or Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the Florida Department of Transportation to enter into such litigation to protect the interests of the Florida Department of Transportation, and, in addition, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

7-31.2 Appendix E: During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor" agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. 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;

2. 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 of Federal or Federal-aid programs and projects);

3. Federal-Aid Highway Act of 1973, (23 U.S.C § 324 et seq.), (prohibits discrimination on the basis of sex);

4. 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;

5. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);

6. Airport and Airway Improvement Act of 1982, (49 U.S.C. 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color national origins or sex);

7. 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);

8. Titles II and III of the Americans with Disabilities Act, which prohibits 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;

FROM SECTION 8 (SUBLETTING, CONTRACT TIME EXTENSIONS, AND LIQUIDATED DAMAGES).

8-1 Subletting or Assigning of Contracts.

Do not, sell, transfer, assign or otherwise dispose of the Contract or Contracts or any portion thereof, or of the right, title, or interest therein, without written consent of the Department. If the Contractor chooses to sublet any portion of the Contract, the Contractor must provide a written request to sublet work on the Certification of Sublet Work form developed by the Department for this purpose. With the Engineer's acceptance of the request, the Contractor may sublet a portion of the work, but shall perform with its own organization work amounting to not less than 40% of the total Contract amount. The Certification of Sublet Work request will be deemed acceptable by the Department, for purposes of the Department's consent, unless the Engineer notifies the Contractor within 5 business days of receipt of the Certification of Sublet Work that the Department is not consenting to the requested subletting.

Include in the total Contract amount the cost of materials and manufactured component products, and their transportation to the project site. For the purpose of meeting this requirement the Department will not consider off-site commercial production of materials and manufactured component products that the Contractor purchases, or their transportation to the project, as subcontracted work.

If the Contractor sublets a part of a Contract item, the Department will use only the sublet proportional cost in determining the percentage of subcontracted normal work.

Execute all agreements to sublet work in writing and include all pertinent provisions and requirements of the Contract. All other agreements must be in writing and reference all applicable Contract provisions. Upon request, furnish the Department with a copy of the subcontract and agreement. The subletting of work does not relieve the Contractor or the surety of their respective liabilities under the Contract.

The Department recognizes a subcontractor only in the capacity of an employee or agent of the Contractor, and the Engineer may require the Contractor to remove the subcontractor as in the case of an employee.

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations as defined in 8-6.4, in establishing Contract Time. The Engineer will continually monitor the effects of weather and,

when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations as defined in 8-6.4 that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or

2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

No additional compensation will be made for delays caused by the effects of inclement weather.

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), as stated in 8-3.2, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

8-10 Liquidated Damages for Failure to Complete the Work.

8-10.2 Amount of Liquidated Damages: Applicable liquidated damages are the amounts established in the following schedule:

Original Contract Amount	Daily Charge Per Calendar Day
$50,000 and under	$763
Over $50,000 but less than $250,000	$958
$250,000 but less than $500,000	$1,099
$500,000 but less than $2,500,000	$1,584
$2,500,000 but less than $5,000,000	$2,811
$5,000,000 but less than $10,000,000	$3,645
$10,000,000 but less than $15,000,000	$4,217
$15,000,000 but less than $20,000,000	$4,698
$20,000,000 and over	$6,323 plus 0.00005 of any amount over $20 million (Round to nearest whole dollar)

FROM SECTION 9 (PARTIAL PAYMENTS).

9-5 Partial Payments.

9-5.1 General: The Engineer will make partial payments on monthly estimates based on the amount of work that the Contractor completes during the month (including delivery of certain materials, as specified herein below). The Engineer will make approximate monthly payments, and the Department will correct all partial estimates and payments in the subsequent estimates and in the final estimate and payment.

The Department will base the amount of such payments on the total value of the work that the Contractor has performed to the date of the estimate, based on the quantities completed and the Contract prices, less payments previously made and less any retainage withheld.

Retainage will not be withheld until the percent of Contract Time used exceeds 75%. From that time forward, the Department will withhold retainage of 10% of the amount due on the current estimate as retainage when the percent of Contract Time used exceeds the percent of Contract amount earned by more than 15%.

Contract amount is defined as the original Contract amount adjusted by approved supplemental agreements.

Retainage will be determined for each job on multiple job Contracts. The Department will not accept Securities, Certificates of Deposit or letters of credit as a replacement for retainage. Amounts withheld will not be released until payment of the final estimate.

9-5.2 Unsatisfactory Payment Record: In accordance with Sections 255.05 and 337.16 of the Florida Statutes, and the rules of the Department, the Department may disqualify the Contractor from bidding on future Department contracts if the Contractor's payment record in connection with contract work becomes unsatisfactory.

9-5.3 Withholding Payment:

9-5.3.1 Withholding Payment for Defective Work: If the Department discovers any defective work or material prior to the final acceptance, or if the Department has a reasonable doubt as to the integrity of any part of the completed work prior to final acceptance, then the Department will not allow payment for such defective or questioned work until the Contractor has remedied the defect and removed any causes of doubt.

9-5.3.2 Withholding Payment for Failure to Comply: The Department will withhold progress payments from the Contractor if he fails to comply with any or all of the following within 60 days after beginning work:

1. comply with and submit required paperwork relating to prevailing wage rate provisions, Equal Employment Opportunity, On-The-Job Training, and Affirmative Action;

2. comply with the requirement to all necessary information, including actual payments to DBEs, all other subcontractors and major suppliers, through the Internet based Equal Opportunity Reporting System;

3. comply with or make a good faith effort to ensure employment opportunity for minorities and females in accordance with the required contract provisions for Federal Aid Construction Contracts, and

4. comply with or make a good faith effort to meet On-The-Job Training goals.

The Department will withhold progress payments until the Contractor has satisfied the above conditions.

9-5.4 Release of Retainage After Acceptance: When the Contractor has furnished the Department with all submittals required by the Contract, such as invoices, EEO reports, materials certifications, certification of materials procured, etc., (excluding Contractor's letter of acceptance of final amount due and Form 21-A release) and the Engineer has determined that the measurement and computation of pay quantities is correct, the Department may reduce the retainage to $1,000 plus any amount that the Department elects to deduct for defective work as provided in 9-5.3.

The Department will not allow a semifinal estimate under the provisions of the above paragraphs unless the time elapsing between (1) acceptance of the project and receipt of all test reports, invoices, etc., and (2) submission of the final estimate to the Contractor for acceptance, exceeds or is expected to exceed ten days.

The Department may deduct from payment estimates any sums that the Contractor owes to the Department on any account. Where more than one project or job (separate job number) is included in the Contract, the Department will distribute the reduced retainage as provided in the first paragraph of this Subarticle to each separate project or job in the ratio that the Contract value of the work for the particular job bears to the total Contract amount.

9-5.5 Partial Payments for Delivery of Certain Materials:

9-5.5.1 General: The Department will allow partial payments for new materials that will be permanently incorporated into the project and are stockpiled in approved locations in the project vicinity. Stockpile materials so that they will not be damaged by the elements and in a manner that identifies the project on which they are to be used.

The following conditions apply to all payments for stockpiled materials:

1. There must be reasonable assurance that the stockpiled material will be incorporated into the specific project on which partial payment is made.

2. The stockpiled material must be approved as meeting applicable specifications.

3. The total quantity for which partial payment is made shall not exceed the estimated total quantity required to complete the project.

4. The Contractor shall furnish the Engineer with copies of certified invoices to document the value of the materials received. The amount of the partial payment will be determined from invoices for the material up to the unit price in the Contract.

5. Delivery charges for materials delivered to the jobsite will be included in partial payments if properly documented.

6. Partial payments will not be made for materials which were stockpiled prior to award of the Contract for a project.

9-5.5.2 Partial Payment Amounts: The following partial payment restrictions apply:

1. Partial payments less than $5,000 for any one month will not be processed.

2. Partial payments for structural steel and precast prestressed items will not exceed 85% of the bid price for the item. Partial payments for all other items will not exceed 75% of the bid price of the item in which the material is to be used.

3. Partial payment will not be made for aggregate and base course material received after paving or base construction operations begin except when a construction sequence designated by the Department requires suspension of paving and base construction after the initial paving operations, partial payments will be reinstated until the paving and base construction resumes.

9-5.5.3 Off Site Storage: If the conditions of 9-5.5.1 are satisfied, partial payments will be allowed for materials stockpiled in approved in-state locations. Additionally, partial payments for materials stockpiled in approved out-of-state locations will be allowed if the conditions of 9-5.5.1 and the following conditions are met:

1. Furnish the Department a Materials Bond stating the supplier guarantees to furnish the material described in the Contract to the Contractor and Department. Under this bond, the Obligor shall be the material supplier and the Obligees shall be the Contractor and the Florida Department of Transportation. The bond shall be in the full dollar amount of the bid price for the materials described in the contract.

2. The following clauses must be added to the construction Contract between the Contractor and the supplier of the stockpiled materials:

"Notwithstanding anything to the contrary, <supplier> will be liable to the Contractor and the Florida Department of Transportation should <supplier> default in the performance of this agreement."

"Notwithstanding anything to the contrary, this agreement, and the performance bond issued pursuant to this agreement, does not alter, modify, or otherwise change the Contractor's obligation to furnish the materials described in this agreement to the Florida Department of Transportation."

3. The agreement between the Contractor and the supplier of the stockpiled materials must include provisions that the supplier will store the materials and that such materials are the property of the Contractor.

9-5.6 Certification of Payment to Subcontractors: The term "subcontractor," as used herein, includes persons or firms furnishing materials or equipment incorporated into the work or stockpiled for which the Department has made partial payment and firms working under equipment-rental agreements. The Contractor is required to pay all subcontractors for satisfactory performance of their Contracts before the Department will make a further progress (partial) payment. The Contractor shall also return all retainage withheld to the subcontractors within 30 days after the subcontractor's work is satisfactorily complete, as determined by the Department. Prior to receipt of any progress (partial) payment, the prime contractor shall certify that all subcontractors having an interest in the Contract were paid for satisfactory performance

of their Contracts and that the retainage is returned to subcontractors within 30 days after satisfactory completion of the subcontractor's work. Provide this certification in the form designated by the Department.

Within 30 days of the Contractor's receipt of the final progress payment or any other payments thereafter, except the final payment, the Contractor shall pay all subcontractors and suppliers having an interest in the Contract for all work completed and materials furnished. The Department will honor an exception to the above when the Contractor demonstrates good cause for not making any required payment and furnishes written notification of any such good cause to both the Department and the affected subcontractors or suppliers within said 30 day period.

The Contractor shall indemnify and provide defense for the Department when called upon to do so for all claims or suits against the Department, by third parties, pertaining to Contractor payment or performance issues arising out of the Contract. It is expressly understood that the monetary limitation on the extent of the indemnification shall be the approved Contract amount, which shall be the original Contract amount as may be increased by subsequent Supplemental Agreements.

Board of County Commissioners • Escambia County, Florida

Joy Jones, P.E., Director
Engineering Department

Public Works Department
Engineering Division

Godwin Lane Regional Pond
Project Specifications

Section II. Geotechnical Report

April 3, 2019

DAVID W, FITZPATRICK, P.E., P.A.
10250 North Palafox Street
Pensacola, Florida 32534

Subject: Report of Subsurface Exploration and Geotechnical Engineering Services
GODWIN LANE PIT REGIONAL POND
Escambia County, Florida
NOVA Project Number 10116-2019046

Mr. Fitzpatrick:

This letter forwards the results of our exploration for the stormwater management system (SMS) improvements to be constructed at the subject property. The project site consists of an existing borrow pit located on the north side of Godwin Lane, approximately 0.3 miles west of Mobile Highway in Escambia County, Florida. The primary objective of this study was to provide a geotechnical exploration of the near surface soils within the area of the proposed SMS improvements and to provide geotechnical parameters for use in the SMS design. The work was performed in general accordance with NOVA Proposal Number 016-20199050, dated February 27, 2019. This report briefly discusses our understanding of the project at the time of the subsurface exploration, describes the geotechnical consulting services provided by NOVA, and presents our findings, conclusions, and recommendations.

Subsurface Conditions

Our field exploration at the subject site included performing two (2) Standard Penetration Test (SPT) borings along the perimeter of the existing borrow pit and three (3) auger borings within the bottom of the existing pit. Drilling, testing and sampling operations were performed in general accordance with ASTM designations and other industry standards.

The SPT borings generally encountered very loose to medium dense fine-grained silty to clayey sands (USCS classifications of SM and SC, respectively) from the existing ground surface elevation to a depth of about 13 feet below existing grade (BEG) underlain by loose to medium dense fine-grained slightly silty to relatively clean sands (SP-SM, SP) to the maximum depth explored of roughly 35 feet BEG. We note that boring B-1 encountered refusal after several offsets due to the presence of buried concrete debris at an approximate depth of 13 feet.

The test borings performed in the bottom of the pit encountered mixed strata of fine-grained silty sands, clayey sands, and slightly silty sands (SM, SC, SP-SM) with inter-bedded seams of low plasticity clay (CL) to depths of about 4½ feet to 9 feet BEG where the boreholes collapsed due to the presence of groundwater.

The Test Boring Records as well as a summary of laboratory soil testing results are provided in the attached Appendix.

Groundwater was encountered in SPT boring B-2 (performed at the upper elevation ground surface around the perimeter of the pit) at a depth of about 23 feet BEG, and at depths varying between roughly 2½ feet to 7½ feet BEG in the pit bottom borings at the time of our field exploration, which occurred during a period of relatively above-normal seasonal rainfall. We note that discrepancies in groundwater levels are due to surface topography and that correlations with the boring locations on the provided site survey (titled *Godwin Lane Pit Drainage Project* provided by Escambia County Engineering Department dated January 23, 2019) established the groundwater elevation at approximately EL+73 feet NAVD88, which corresponds with the surveyed waterline surveyed on January 7, 2019. We further note that if increased accuracy is desired then we recommend that our boring locations and elevations be surveyed.

Based on this information, we estimate that the normal permanent seasonal high groundwater (SHGW) table for this project site will occur at an elevation of approximately EL+75 feet NAVD88, during the wet season.

Hydraulic Conductivity

Based on conversations with the client, we understand that the project will consist of a hybrid-designed wet detention basin to treat and dispose of stormwater runoff. The highly permeable sands encountered in the side banks of the existing basin will be used to provide a means of discharge from the basin during and shortly following significant rain events.

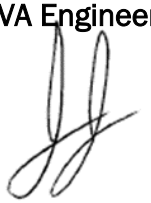
Based on the results of the SMS test borings, the subsurface conditions encountered on the project site appear to be adaptable for the planned improvements. We recommend utilizing the SMS design parameters provided below in Table 1 below for the SMS design.

Table 1 – SMS Soil Design Parameters	
Corresponding Soil Boring Test Locations	B-2, R-1, R-2, R-3
Approximate Elevation of Confining Layer	EL+73 ft. NAD88
Measured Average Vertical Hydraulic Conductivity (Kv)	0.2 feet/day
Calculated Horizontal Hydraulic Conductivity (Kh)	49 feet/day
Estimated Fillable Porosity of Soil	25%
Estimated Elevation of Normal Permanent SHGW table	EL+75 ft. NAD88
Estimated Elevation of Normal Permanent SLGW table	EL+71 ft. NAD88

The estimated normal permanent seasonal high groundwater level provided in Table 1 on the previous page is based on our experience with projects in this locale; the soil strata encountered in the test borings; the groundwater levels measured at the site; and the published information by the "Web Soil Survey" National database, NRCS division of the United States Department of Agriculture (USDA).

We appreciate your selection of NOVA and the opportunity to be of service on this project. If you have any questions, or if we may be of further assistance, please do not hesitate to contact us.

Sincerely,
NOVA Engineering and Environmental LLC



Jesse A. James, E.I.
Assistant Branch Manager
Florida Certificate No. 1100019359

William L. Lawrence, P.E.
Senior Regional Engineer
Florida Registration No. 60147

APPENDIX A
Figures and Maps

Scale: Not To Scale **Date Drawn:** March 26, 2019 **Drawn By:** E. Allen **Checked By:** W. Lawrence	NOVA 140-A Lurton Street Pensacola, Florida 32505 850.607.7782 ♦ 850.249.6683	**PROJECT LOCATION MAP** Godwin Lane Pit Regional Pond Pensacola, Escambia County, Florida *NOVA Project Number 10116-2019046*

Soil Map—Escambia County, Florida
(10116-2019046)

Map Scale: 1:2,280 if printed on A portrait (8.5" x 11") sheet.

N

Meters
0 30 60 120 180

Feet
0 100 200 400 600

Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

MAP LEGEND

Area of Interest (AOI)
- Area of Interest (AOI)

Soils
- Soil Map Unit Polygons
- Soil Map Unit Lines
- Soil Map Unit Points

Special Point Features
- Blowout
- Borrow Pit
- Clay Spot
- Closed Depression
- Gravel Pit
- Gravelly Spot
- Landfill
- Lava Flow
- Marsh or swamp
- Mine or Quarry
- Miscellaneous Water
- Perennial Water
- Rock Outcrop
- Saline Spot
- Sandy Spot
- Severely Eroded Spot
- Sinkhole
- Slide or Slip
- Sodic Spot
- Spoil Area
- Stony Spot
- Very Stony Spot
- Wet Spot
- Other
- Special Line Features

Water Features
- Streams and Canals

Transportation
- Rails
- Interstate Highways
- US Routes
- Major Roads
- Local Roads

Background
- Aerial Photography

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Escambia County, Florida
Survey Area Data: Version 18, Sep 17, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 31, 2015—Mar 7, 2015

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
18	Pits	15.3	87.1%
24	Poarch sandy loam, 0 to 2 percent slopes	1.8	10.3%
30	Perdido sandy loam, 2 to 5 percent slopes	0.5	2.6%
Totals for Area of Interest		**17.6**	**100.0%**

APPENDIX B
Subsurface Data

LEGEND

B-x = SMS SPT Boring

R-x = SMS Auger Boring

Scale: Not To Scale **Date Drawn:** March 29, 2019 **Drawn By:** E. Allen **Checked By:** W. Lawrence	NOVA	140-A Lurton Street Pensacola, Florida 32505 850.607.7782 ♦ 850.249.6683

BORING LOCATION PLAN

Godwin Lane Pit Regional Pond

Pensacola, Escambia County, Florida

NOVA Project Number 10116-2019046

KEY TO BORING LOGS

SYMBOLS AND ABBREVIATIONS

SYMBOL	DESCRIPTION
N-Value	No. of Blows of a 140-lb. Weight Falling 30 Inches Required to Drive a Standard Spoon 1 Foot
WOR	Weight of Drill Rods
WOH	Weight of Drill Rods and Hammer
	Sample from Auger Cuttings
	Standard Penetration Test Sample
	Thin-wall Shelby Tube Sample (Undisturbed Sampler Used)
% REC	Percent Core Recovery from Rock Core Drilling
RQD	Rock Quality Designation
	Stabilized Groundwater Level
	Seasonal High Groundwater Level (also referred to as the W.S.W.T.)
NE	Not Encountered
GNE	Groundwater Not Encountered
BT	Boring Terminated
-200 (%)	Fines Content or % Passing No. 200 Sieve
MC (%)	Moisture Content
LL	Liquid Limit (Atterberg Limits Test)
PI	Plasticity Index (Atterberg Limits Test)
K	Coefficient of Permeability
Org. Cont.	Organic Content
G.S. Elevation	Ground Surface Elevation

UNIFIED SOIL CLASSIFICATION SYSTEM

MAJOR DIVISIONS			GROUP SYMBOLS	TYPICAL NAMES
COARSE-GRAINED SOILS More than 50% retained on the No. 200 sieve*	GRAVELS 50% or more of coarse fraction retained on No. 4 sieve	CLEAN GRAVELS	GW	Well-graded gravels and gravel-sand mixtures, little or no fines
			GP	Poorly graded gravels and gravel-sand mixtures, little or no fines
		GRAVELS WITH FINES	GM	Silty gravels and gravel-sand-silt mixtures
			GC	Clayey gravels and gravel-sand-clay mixtures
	SANDS More than 50% of coarse fraction passes No. 4 sieve	CLEAN SANDS 5% or less passing No. 200 sieve	SW**	Well-graded sands and gravelly sands, little or no fines
			SP**	Poorly graded sands and gravelly sands, little or no fines
		SANDS with 12% or more passing No. 200 sieve	SM**	Silty sands, sand-silt mixtures
			SC**	Clayey sands, sand-clay mixtures
FINE-GRAINED SOILS 50% or more passes the No. 200 sieve*	SILTS AND CLAYS Liquid limit 50% or less		ML	Inorganic silts, very fine sands, rock flour, silty or clayey fine sands
			CL	Inorganic clays of low to medium plasticity, gravelly clays, sandy clays, lean clays
			OL	Organic silts and organic silty clays of low plasticity
	SILTS AND CLAYS Liquid limit greater than 50%		MH	Inorganic silts, micaceous or diamicaceous fine sands or silts, elastic silts
			CH	Inorganic clays or clays of high plasticity, fat clays
			OH	Organic clays of medium to high plasticity
			PT	Peat, muck and other highly organic soils

*Based on the material passing the 3-inch (75 mm) sieve
** Use dual symbol (such as SP-SM and SP-SC) for soils with more than 5% but less than 12% passing the No. 200 sieve

RELATIVE DENSITY
(Sands and Gravels)
Very loose – Less than 4 Blow/Foot
Loose – 4 to 10 Blows/Foot
Medium Dense – 11 to 30 Blows/Foot
Dense – 31 to 50 Blows/Foot
Very Dense – More than 50 Blows/Foot

CONSISTENCY
(Silts and Clays)
Very Soft – Less than 2 Blows/Foot
Soft – 2 to 4 Blows/Foot
Medium Stiff – 5 to 8 Blows/Foot
Stiff – 9 to 15 Blows/Foot
Very Stiff – 16 to 30 Blows/Foot
Hard – More than 30 Blows/Foot

RELATIVE HARDNESS
(Limestone)
Soft – 100 Blows for more than 2 Inches
Hard – 100 Blows for less than 2 Inches

MODIFIERS

These modifiers Provide Our Estimate of the Amount of Minor Constituents (Silt or Clay Size Particles) in the Soil Sample
Trace – 5% or less
With Silt or With Clay – 6% to 11%
Silty or Clayey – 12% to 30%
Very Silty or Very Clayey – 31% to 50%

These Modifiers Provide Our Estimate of the Amount of Organic Components in the Soil Sample
Trace – Less than 3%
Few – 3% to 4%
Some – 5% to 8%
Many – Greater than 8%

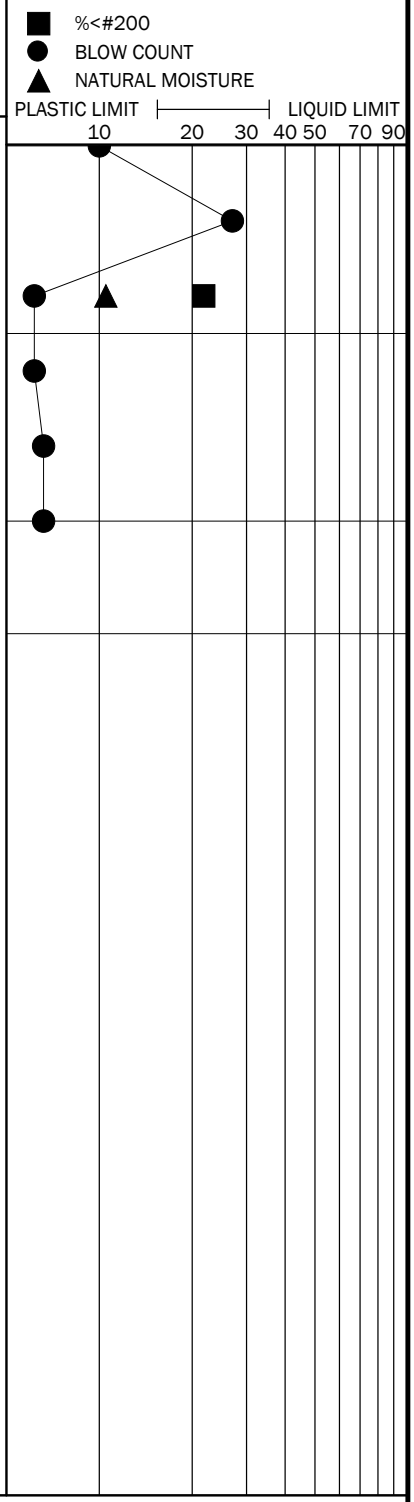
These Modifiers Provide Our Estimate of the Amount of Other Components (Shell, Gravel, Etc.) in the Soil Sample
Trace – 5% or less
Few – 6% to 12%
Some – 13% to 30%
Many – 31% to 50%

NOVA

TEST BORING RECORD B-1

PROJECT: Godwin Lane Pit Regional Pond | PROJECT NO.: 10116-2019046
CLIENT: David W. Fitzpatrick
PROJECT LOCATION: Pensacola, Escambia County, Florida
LOCATION: Per Boring Location Plan | ELEVATION: Existing Grade
DRILLER: S. Ryan | LOGGED BY: E. Allen
DRILLING METHOD: SPT Boring | DATE: March 26, 2019
DEPTH TO - WATER> INITIAL: ▽ GNE* AFTER 24 HOURS: ▼ _____ CAVING> C _____

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		Brown loose to medium dense fine-grained silty SAND with trace gravel (SM)				10
						27
5		Light brown very loose to loose fine-grained silty SAND (SM)				3
						3
						4
10		Gray loose fine-grained silty SAND (SM)				4
		Concrete Debris				
		Auger Refusal at 13 ft. Boring Terminated at 13 ft.				
15						
20						
25						
30						
35						



Boring encountered refusal due to buried debris.

This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD B-2

PROJECT: Godwin Lane Pit Regional Pond | PROJECT NO.: 10116-2019046
CLIENT: David W. Fitzpatrick
PROJECT LOCATION: Pensacola, Escambia County, Florida
LOCATION: Per Boring Location Plan | ELEVATION: Existing Grade
DRILLER: S. Ryan | LOGGED BY: E. Allen
DRILLING METHOD: SPT Boring | DATE: March 20, 2019
DEPTH TO - WATER> INITIAL: ▽ 23 feet AFTER 24 HOURS: ▼ _____ CAVING> C _____

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0						
		Light orange loose fine-grained silty SAND (SM)				10
						10
		Dark orange loose to medium dense fine-grained clayey SAND (SC)				16
5						18
						19
10						
		Light orange loose fine-grained slightly silty SAND (SP-SM)				10
15						
		Light orange medium dense fine-grained SAND (SP)				14
20						
		Off-white medium dense to loose fine-grained SAND (SP)		▽		11
25						
						10
30						
		Light orange medium dense fine-grained SAND (SP)				15
35						
		Boring Terminated at 35 ft.				

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢—⊣ LIQUID LIMIT
10 20 30 40 50 70 90

This information pertains only to this boring and should not be interpreted as being indicative of the site.

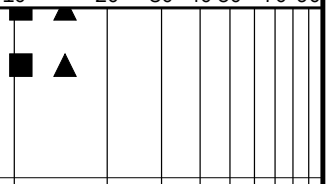
NOVA

TEST BORING RECORD R-1

PROJECT: Godwin Lane Pit Regional Pond | PROJECT NO.: 10116-2019046
CLIENT: David W. Fitzpatrick
PROJECT LOCATION: Pensacola, Escambia County, Florida
LOCATION: Per Boring Location Plan | ELEVATION: Existing Grade
DRILLER: E. Allen | LOGGED BY: E. Allen
DRILLING METHOD: Hand Auger Boring | DATE: March 28, 2019
DEPTH TO - WATER> INITIAL: ▽ 2.5 feet AFTER 24 HOURS: ▼ _____ CAVING> C _____

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0		Light orange fine-grained slightly silty SAND (SP-SM)		▽		
		Light orange fine-grained slightly silty SAND with 1-inch seam of light brown/gray sandy Clay (SP-SM)				
5		Boring Terminated at 4.5 ft.				
10						
15						
20						
25						
30						
35						

■ %<#200
● BLOW COUNT
▲ NATURAL MOISTURE
PLASTIC LIMIT ⊢——⊣ LIQUID LIMIT
10 20 30 40 50 70 90



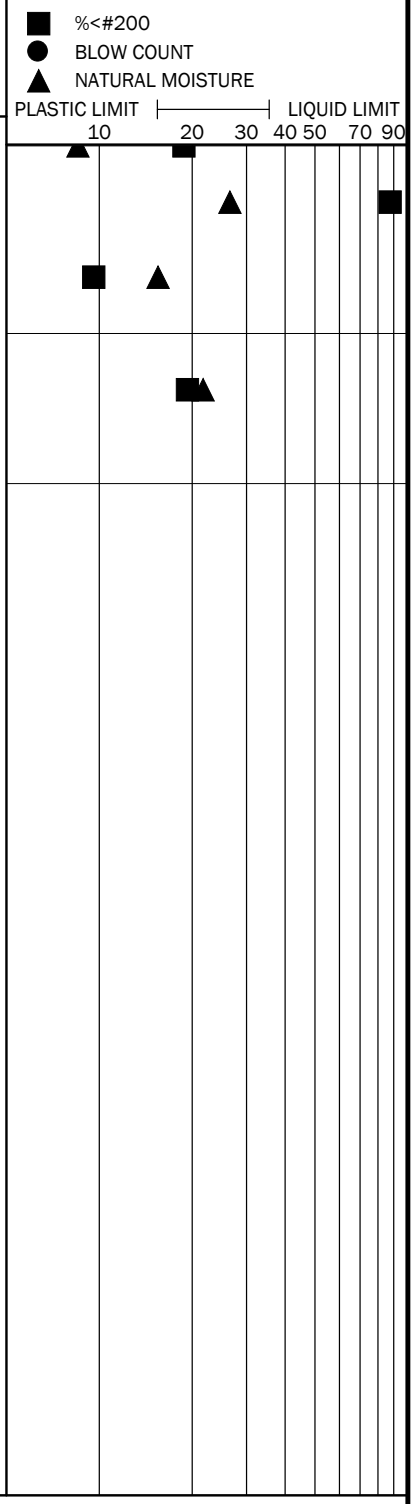
This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD R-2

PROJECT: Godwin Lane Pit Regional Pond | PROJECT NO.: 10116-2019046
CLIENT: David W. Fitzpatrick
PROJECT LOCATION: Pensacola, Escambia County, Florida
LOCATION: Per Boring Location Plan | ELEVATION: Existing Grade
DRILLER: E. Allen | LOGGED BY: E. Allen
DRILLING METHOD: Hand Auger Boring | DATE: March 29, 2018
DEPTH TO - WATER> INITIAL: ▽ 7.5 feet AFTER 24 HOURS: ▼ _____ CAVING> C _____

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0						
		Light orange fine-grained silty SAND (SM)				
		Gray/Pink low plasticity CLAY (CL)				
5		Off-white/pink fine-grained slightly silty SAND (SP-SM)				
		Grey fine-grained silty SAND with 1-inch seam of gray sandy Clay (SM)		▽		
10		Boring Terminated at 9 ft.				
15						
20						
25						
30						
35						



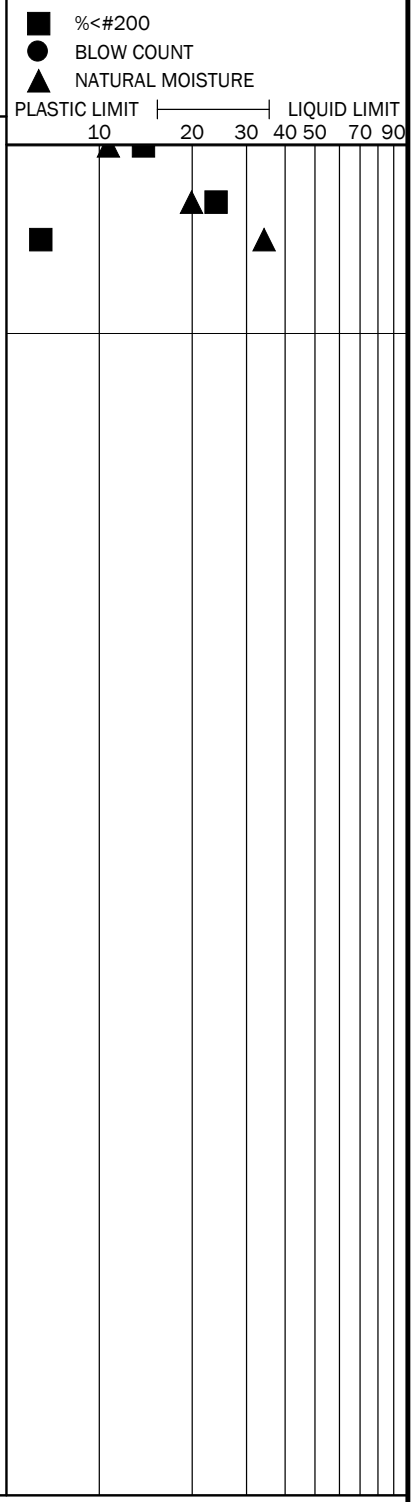
This information pertains only to this boring and should not be interpreted as being indicative of the site.

NOVA

TEST BORING RECORD R-3

PROJECT: Godwin Lane Pit Regional Pond | PROJECT NO.: 10116-2019046
CLIENT: David W. Fitzpatrick
PROJECT LOCATION: Pensacola, Escambia County, Florida
LOCATION: Per Boring Location Plan | ELEVATION: Existing Grade
DRILLER: E. Allen | LOGGED BY: E. Allen
DRILLING METHOD: Hand Auger Boring | DATE: March 28, 2019
DEPTH TO - WATER> INITIAL: ▽ 3 feet AFTER 24 HOURS: ▼ _____ CAVING> C _____

Depth (feet)	Elevation (ft-MSL)	Description	Graphic	Groundwater	Sample Type	N-Value
0						
		Light orange fine-grained silty SAND (SM)				
		Orange fine-grained clayey SAND (SC)				
		Off-white fine-grained SAND (SP)		▽		
5						
		Boring Terminated at 5 ft.				
10						
15						
20						
25						
30						
35						



This information pertains only to this boring and should not be interpreted as being indicative of the site.

APPENDIX C
Laboratory Data

SUMMARY OF CLASSIFICATION & INDEX TESTING

Godwin Lane Pit Regional Pond
Pensacola, Escambia County, Florida
NOVA Project Number 10116-2019046

SUMMARY OF CLASSIFICATION AND INDEX TESTING						
Boring No.	Sample Depth (ft. BEG)	Natural Moisture (%)	Percent Fines (- #200)	Hydraulic Conductivity		USCS Soil Classification
				K_{vs} (ft/day)	Unit Weight of Sample (pcf)	
B-1	8-10	11	22	---	---	SM
B-2	4-6	15	34	---	---	SC
B-2	18-23	5	3	32	94	SP
B-2	33-35	23	2	---	---	SP
R-1	0-2.5	15	11	0.2	108	SP-SM
R-2	0-1.5	8	21	1.5	104	SM
R-2	1.5-3.5	27	88	---	---	CL
R-2	3.5-6.5	16	9	---	---	SP-SM
R-2	6.5-7.5	22	19	---	---	SM
R-3	0-1.5	11	14	---	---	SM
R-3	1-2.5	20	24	0.2	91	SC
R-3	2.5-3	34	4	---	---	SP

REMOLDED LABORATORY PERMEABILITY TEST DATA SHEET

PROJECT: Godwin Lane Pit Regional Pond **NOVA PROJECT #:** 10116-2019046

DATE: 3/25/2019 **ASSIGNED BY:** JAJ **TESTED BY:** EA

Sample LOCATION / BORING NO.	B-2
Sample NUMBER / DEPTH	18-23

PERMEABILITY TESTING SUMMARY			
PERMEABILITY (K_V)	→	32	ft/day
Corresponding K_h	→	49	ft/day
DRY DENSITY	→	94	lbs/ft^3
MOISTURE CONTENT	→	5	%
-200 FINES CONTENT	→	3	%

FALLING HEAD PERMEABILITY (ASTM D 5084)

No. of LAYERS:	3	Wt. of MOLD (lbs):	4.53
BLOWS/LAYER:	15	Wt. of MOLD/SOIL (lbs):	7.81

HEIGHT (FT)	TRIAL #1 (SEC)	TRIAL #2 (SEC)	PERMEABILITY
7	0.0		1.21E-02
6	1.0		1.07E-02
5	2.8		1.06E-02
4	4.8		1.16E-02
3	7.6		1.22E-02
2	11.3		
1	16.1		
		1.1E-02	cm/sec

MOISTURE CONTENT (ASTM D 2216)

Pan NUMBER	T
Wt. of WET SOIL & PAN (g)	199.3
Wt. of DRY SOIL & PAN (g)	192.9
Wt. of PAN (g)	66.0
Wt. of Water (g)	6.4
Wt. of Dry Soil (g)	126.9
MOISTURE CONTENT (%)	5.0

-200 SIEVE WASH (ASTM D 1140)

Pan NUMBER	T
Wt. of DRY SOIL & PAN (g)	192.9
Wt. of WASH SOIL & PAN (g)	188.6
Wt. of PAN (g)	66.0
Wt. of Original Dry Sample (g)	126.9
Wt. of -200 Material (g)	4.3
Wt. of Washed Dry Sample (g)	122.6
-200 FINES CONTENT (%)	3.4

NUMBER OF INCHES MOLD WAS SHORT? 0.000 INCHES (ZERO INCHES IS DEFAULT)

PERMEABILITY CONSTANT USED WAS → 0.23 (Includes 3/8"ID tubing)

NOVA

REMOLDED LABORATORY PERMEABILITY TEST DATA SHEET

PROJECT: Godwin Lane Pit Regional Pond **NOVA PROJECT #:** 10116-2619046

DATE: 3/28/2019 **ASSIGNED BY:** JAJ **TESTED BY:** EKA

Sample LOCATION / BORING NO.	R-1
Sample NUMBER / DEPTH	0-2.5

PERMEABILITY TESTING SUMMARY			
PERMEABILITY (K_V)	→	0.2	ft/day
Corresponding K_h	→	0.2	ft/day
DRY DENSITY	→	108	lbs/ft^3
MOISTURE CONTENT	→	15	%
-200 FINES CONTENT	→	11	%

FALLING HEAD PERMEABILITY (ASTM D 5084)

No. of LAYERS:	3	Wt. of MOLD (lbs):	4.50
BLOWS/LAYER:	15	Wt. of MOLD/SOIL (lbs):	8.64

HEIGHT (FT)	TRIAL #1 (SEC)	TRIAL #2 (SEC)	PERMEABILITY
7	0.0		5.71E-05
6	198.1		5.65E-05
5	471.3		5.67E-05
4	858.9		6.51E-05
3	1370.7		5.44E-05
2	2139.7		
1	3405.6		
Average Permeability		5.8E-05	cm/sec

MOISTURE CONTENT (ASTM D 2216)

Pan NUMBER	E
Wt. of WET SOIL & PAN (g)	181.9
Wt. of DRY SOIL & PAN (g)	167.1
Wt. of PAN (g)	65.6
Wt. of Water (g)	14.8
Wt. of Dry Soil (g)	101.5
MOISTURE CONTENT (%)	14.6

-200 SIEVE WASH (ASTM D 1140)

Pan NUMBER	E
Wt. of DRY SOIL & PAN (g)	167.1
Wt. of WASH SOIL & PAN (g)	156.4
Wt. of PAN (g)	65.6
Wt. of Original Dry Sample (g)	101.5
Wt. of -200 Material (g)	10.7
Wt. of Washed Dry Sample (g)	90.8
-200 FINES CONTENT (%)	10.5

NUMBER OF INCHES MOLD WAS SHORT? 0.000 INCHES (ZERO INCHES IS DEFAULT)

PERMEABILITY CONSTANT USED WAS → 0.23 (Includes 3/8"ID tubing)

NOVA

REMOLDED LABORATORY PERMEABILITY TEST DATA SHEET

PROJECT: Godwin Lane Pit Regional Pond **NOVA PROJECT #:** 10116-2619046

DATE: 3/28/2019 **ASSIGNED BY:** JAJ **TESTED BY:** EKA

Sample LOCATION / BORING NO.	R-2
Sample NUMBER / DEPTH	0-1.5

PERMEABILITY TESTING SUMMARY			
PERMEABILITY (K_V)	→	1.5	ft/day
Corresponding K_h	→	2.2	ft/day
DRY DENSITY	→	104	lbs/ft^3
MOISTURE CONTENT	→	8	%
-200 FINES CONTENT	→	21	%

FALLING HEAD PERMEABILITY (ASTM D 5084)

No. of LAYERS:	3	Wt. of MOLD (lbs):	4.50
BLOWS/LAYER:	15	Wt. of MOLD/SOIL (lbs):	8.22

HEIGHT (FT)	TRIAL #1 (SEC)	TRIAL #2 (SEC)	PERMEABILITY
7	0.0		5.17E-04
6	22.2		5.06E-04
5	54.9		4.99E-04
4	100.5		5.56E-04
3	157.2		5.03E-04
2	239.1		
1	375.6		
Average Permeability		5.2E-04	cm/sec

MOISTURE CONTENT (ASTM D 2216)

Pan NUMBER	J
Wt. of WET SOIL & PAN (g)	186.0
Wt. of DRY SOIL & PAN (g)	177.4
Wt. of PAN (g)	65.4
Wt. of Water (g)	8.6
Wt. of Dry Soil (g)	112.0
MOISTURE CONTENT (%)	7.7

-200 SIEVE WASH (ASTM D 1140)

Pan NUMBER	J
Wt. of DRY SOIL & PAN (g)	177.4
Wt. of WASH SOIL & PAN (g)	154.1
Wt. of PAN (g)	65.4
Wt. of Original Dry Sample (g)	112.0
Wt. of -200 Material (g)	23.3
Wt. of Washed Dry Sample (g)	88.7
-200 FINES CONTENT (%)	20.8

NUMBER OF INCHES MOLD WAS SHORT? 0.000 INCHES (ZERO INCHES IS DEFAULT)

PERMEABILITY CONSTANT USED WAS → 0.23 (Includes 3/8"ID tubing)

NOVA

REMOLDED LABORATORY PERMEABILITY TEST DATA SHEET

PROJECT: Godwin Lane Pit Regional Pond **NOVA PROJECT #:** 10116-2619046

DATE: 3/28/2019 **ASSIGNED BY:** JAJ **TESTED BY:** EKA

Sample LOCATION / BORING NO.	R-3
Sample NUMBER / DEPTH	1-2.5

PERMEABILITY TESTING SUMMARY			
PERMEABILITY (K_V)	→	0.2	ft/day
Corresponding K_h	→	0.3	ft/day
DRY DENSITY	→	91	lbs/ft^3
MOISTURE CONTENT	→	20	%
-200 FINES CONTENT	→	24	%

FALLING HEAD PERMEABILITY (ASTM D 5084)

No. of LAYERS:	3	Wt. of MOLD (lbs):	4.50
BLOWS/LAYER:	15	Wt. of MOLD/SOIL (lbs):	8.14

HEIGHT (FT)	TRIAL #1 (SEC)	TRIAL #2 (SEC)	PERMEABILITY
7	0.0		
6	1147.5		7.53E-05
5			
4			
3			
2			
1			
Average Permeability		7.5E-05	cm/sec

MOISTURE CONTENT (ASTM D 2216)

Pan NUMBER	P
Wt. of WET SOIL & PAN (g)	213.5
Wt. of DRY SOIL & PAN (g)	189.0
Wt. of PAN (g)	65.6
Wt. of Water (g)	24.5
Wt. of Dry Soil (g)	123.4
MOISTURE CONTENT (%)	19.9

-200 SIEVE WASH (ASTM D 1140)

Pan NUMBER	P
Wt. of DRY SOIL & PAN (g)	189.0
Wt. of WASH SOIL & PAN (g)	159.5
Wt. of PAN (g)	65.6
Wt. of Original Dry Sample (g)	123.4
Wt. of -200 Material (g)	29.5
Wt. of Washed Dry Sample (g)	93.9
-200 FINES CONTENT (%)	23.9

NUMBER OF INCHES MOLD WAS SHORT? 6.000 INCHES (ZERO INCHES IS DEFAULT)

PERMEABILITY CONSTANT USED WAS → 0.23 (Includes 3/8"ID tubing)

NOVA

APPENDIX D
Qualifications of Recommendations

QUALIFICATIONS OF RECOMMENDATIONS

The findings, conclusions and recommendations presented in this report represent our professional opinions concerning subsurface conditions at the site. The opinions presented are relative to the dates of our site work and should not be relied on to represent conditions at later dates or at locations not explored. The opinions included herein are based on information provided to us, the data obtained at specific locations during the study, and our previous experience. If additional information becomes available which might impact our geotechnical opinions, it will be necessary for NOVA to review the information, re-assess the potential concerns, and re-evaluate our conclusions and recommendations.

Regardless of the thoroughness of a geotechnical exploration, there is the possibility that conditions between borings may differ from those encountered at specific boring locations, that conditions are not as anticipated by the designers and/or the contractors, or that either natural events or the construction process has altered the subsurface conditions. These variations are an inherent risk associated with subsurface conditions in this region and the approximate methods used to obtain the data. These variations may not be apparent until construction.

The professional opinions presented in this report are not final. Field observations and foundation installation monitoring by the geotechnical engineer, as well as soil density testing and other quality assurance functions associated with site earthwork and foundation construction, are an extension of this report. Therefore, NOVA should be retained by the owner to observe all earthwork and foundation construction to confirm that the conditions anticipated in this study actually exist, and to finalize or amend our conclusions and recommendations. NOVA is not responsible or liable for the conclusions and recommendations presented in this report if NOVA does not perform these observations and testing services.

This report is intended for the sole use of **David Fitzpatrick P.E., P.A.** only. The scope of work performed during this study was developed for purposes specifically intended for **David Fitzpatrick P.E., P.A.** only, and may not satisfy other users' requirements. Use of this report or the findings, conclusions or recommendations by others will be at the sole risk of the user. NOVA is not responsible or liable for the interpretation by others of the data in this report, nor their conclusions, recommendations or opinions.

Our professional services have been performed, our findings obtained, our conclusions derived and our recommendations prepared in accordance with generally accepted geotechnical engineering principles and practices in the State of Florida. This warranty is in lieu of all other statements or warranties, either expressed or implied.

Important Information about This

Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Geotechnical Services Are Performed for Specific Purposes, Persons, and Projects

Geotechnical engineers structure their services to meet the specific needs of their clients. A geotechnical-engineering study conducted for a civil engineer may not fulfill the needs of a constructor — a construction contractor — or even another civil engineer. Because each geotechnical- engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client. No one except you should rely on this geotechnical-engineering report without first conferring with the geotechnical engineer who prepared it. *And no one — not even you* — should apply this report for any purpose or project except the one originally contemplated.

Read the Full Report

Serious problems have occurred because those relying on a geotechnical-engineering report did not read it all. Do not rely on an executive summary. Do not read selected elements only.

Geotechnical Engineers Base Each Report on a Unique Set of Project-Specific Factors

Geotechnical engineers consider many unique, project-specific factors when establishing the scope of a study. Typical factors include: the client's goals, objectives, and risk-management preferences; the general nature of the structure involved, its size, and configuration; the location of the structure on the site; and other planned or existing site improvements, such as access roads, parking lots, and underground utilities. Unless the geotechnical engineer who conducted the study specifically indicates otherwise, do not rely on a geotechnical-engineering report that was:

- not prepared for you;
- not prepared for your project;
- not prepared for the specific site explored; or
- completed before important project changes were made.

Typical changes that can erode the reliability of an existing geotechnical-engineering report include those that affect:

- the function of the proposed structure, as when it's changed from a parking garage to an office building, or from a light-industrial plant to a refrigerated warehouse;
- the elevation, configuration, location, orientation, or weight of the proposed structure;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project changes—even minor ones—and request an assessment of their impact. *Geotechnical engineers cannot accept responsibility or liability for problems that occur because their reports do not consider developments of which they were not informed.*

Subsurface Conditions Can Change

A geotechnical-engineering report is based on conditions that existed at the time the geotechnical engineer performed the study. *Do not rely on a geotechnical-engineering report whose adequacy may have been affected by*: the passage of time; man-made events, such as construction on or adjacent to the site; or natural events, such as floods, droughts, earthquakes, or groundwater fluctuations. *Contact the geotechnical engineer before applying this report to determine if it is still reliable.* A minor amount of additional testing or analysis could prevent major problems.

Most Geotechnical Findings Are Professional Opinions

Site exploration identifies subsurface conditions only at those points where subsurface tests are conducted or samples are taken. Geotechnical engineers review field and laboratory data and then apply their professional judgment to render an opinion about subsurface conditions throughout the site. Actual subsurface conditions may differ — sometimes significantly — from those indicated in your report. Retaining the geotechnical engineer who developed your report to provide geotechnical-construction observation is the most effective method of managing the risks associated with unanticipated conditions.

A Report's Recommendations Are Not Final

Do not overrely on the confirmation-dependent recommendations included in your report. *Confirmation-dependent recommendations are not final,* because geotechnical engineers develop them principally from judgment and opinion. Geotechnical engineers can finalize their recommendations *only* by observing actual subsurface conditions revealed during construction. *The geotechnical engineer who developed your report cannot assume responsibility or liability for the report's confirmation-dependent recommendations if that engineer does not perform the geotechnical-construction observation required to confirm the recommendations' applicability.*

A Geotechnical-Engineering Report Is Subject to Misinterpretation

Other design-team members' misinterpretation of geotechnical-engineering reports has resulted in costly

problems. Confront that risk by having your geotechnical engineer confer with appropriate members of the design team after submitting the report. Also retain your geotechnical engineer to review pertinent elements of the design team's plans and specifications. Constructors can also misinterpret a geotechnical-engineering report. Confront that risk by having your geotechnical engineer participate in prebid and preconstruction conferences, and by providing geotechnical construction observation.

Do Not Redraw the Engineer's Logs

Geotechnical engineers prepare final boring and testing logs based upon their interpretation of field logs and laboratory data. To prevent errors or omissions, the logs included in a geotechnical-engineering report should *never* be redrawn for inclusion in architectural or other design drawings. Only photographic or electronic reproduction is acceptable, *but recognize that separating logs from the report can elevate risk.*

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can make constructors liable for unanticipated subsurface conditions by limiting what they provide for bid preparation. To help prevent costly problems, give constructors the complete geotechnical-engineering report, *but* preface it with a clearly written letter of transmittal. In that letter, advise constructors that the report was not prepared for purposes of bid development and that the report's accuracy is limited; encourage them to confer with the geotechnical engineer who prepared the report (a modest fee may be required) and/or to conduct additional study to obtain the specific types of information they need or prefer. A prebid conference can also be valuable. *Be sure constructors have sufficient time* to perform additional study. Only then might you be in a position to give constructors the best information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions.

Read Responsibility Provisions Closely

Some clients, design professionals, and constructors fail to recognize that geotechnical engineering is far less exact than other engineering disciplines. This lack of understanding has created unrealistic expectations that have led to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their reports. Sometimes labeled "limitations," many of these provisions indicate where geotechnical engineers' responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Environmental Concerns Are Not Covered

The equipment, techniques, and personnel used to perform an *environmental* study differ significantly from those used to perform a *geotechnical* study. For that reason, a geotechnical-engineering report does not usually relate any environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated environmental problems have led to numerous project failures.* If you have not yet obtained your own environmental information, ask your geotechnical consultant for risk-management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the *express purpose* of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold-prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, many mold- prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may have been addressed as part of the geotechnical- engineering study whose findings are conveyed in this report, the geotechnical engineer in charge of this project is not a mold prevention consultant; *none of the services performed in connection with the geotechnical engineer's study were designed or conducted for the purpose of mold prevention. Proper implementation of the recommendations conveyed in this report will not of itself be sufficient to prevent mold from growing in or on the structure involved.*

Rely, on Your GBC-Member Geotechnical Engineer for Additional Assistance

Membership in the Geotechnical Business Council of the Geoprofessional Business Association exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project. Confer with you GBC-Member geotechnical engineer for more information.

GEOTECHNICAL BUSINESS COUNCIL
of the Geoprofessional Business Association

8811 Colesville Road/Suite G106, Silver Spring, MD 20910
Telephone: 301/565-2733 Facsimile: 301/589-2017
e-mail: info@geoprofessional.org www.geoprofessional.org

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Board of County Commissioners • Escambia County, Florida

Joy Jones, P.E., Director
Engineering Department

Public Works Department
Engineering Division

Godwin Lane Regional Pond
Project Specifications

Section III. ERP Permit 287604-1

Northwest Florida Water Management District

700 U.S. Highway 331 South, DeFuniak Springs, FL 32435

Phone: (850) 951-4660 • Fax: (850) 892-8007

Brett J. Cyphers
Executive Director

August 15, 2019

Joy Jones
Escambia County
3363 West Park Place
Pensacola, FL 32505

RE: Notice of Final Agency Action - Approval
Individual Environmental Resource Permit
Project Number: IND-033-287604-1
Permit Name: Godwin Lane Regional Pond

Dear Sir/Madam:

Enclosed is the approved individual Environmental Resource Permit (ERP) for the above referenced project as authorized on August 15, 2019 by the Northwest Florida Water Management District.

Please be sure to read the enclosed permit and all exhibits in their entirety, paying close attention to the permit conditions in Exhibit A that require you to perform maintenance activities on your stormwater system and to have inspections performed by a Registered Professional at specified times throughout the life of the stormwater system.

Please be advised that you are required to fully execute and submit the following documents:

- "Construction Commencement Notice" [Form 62-330.350(1)] - Submitted to the District no later than 48 hours prior to commencement of any part of the activity authorized by the enclosed permit.

- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)] Submitted to the District no later than 30 days after the activity has been completed.

Copies of these and other ERP forms are attached and are also available for download on the District website at
http://www.nwfwater.com/Permits/Environmental-Resource-Permits/Application-Forms

Please be advised that the District ***has not*** published a notice in the newspaper of local circulation advising the public that a permit has been issued for this activity. Publication, using the District form, notifies the public of their rights to challenge the issuance of this permit. If proper notice is given by publication, third parties have a 21-day time limit to file a petition opposing the issuance of the permit. If you do not publish, a party's right to challenge the issuance of the permit may extend indefinitely. If you wish to have certainty that the period for

GEORGE ROBERTS, Chair, Panama City
JERRY PATE, Vice Chair, Pensacola
JOHN W. ALTER, Secretary-Treasurer, Malone
GUS ANDREWS, DeFuniak Springs
JON COSTELLO, Tallahassee
TED EVERETT, Chipley
NICK PATRONIS, Panama City Beach
BO SPRING, Port St. Joe

filing such a challenge is closed, then you may publish, at your expense, such a notice in a newspaper of general circulation. A sample notice form is attached for your information. If you choose to publish such a notice, please submit a copy to the District for our records.

The issuance of an Environmental Resource Permit for this activity does not eliminate the need to obtain all necessary permits or approvals from other agencies.

Should you have any questions regarding your permit or its conditions, please contact your permit reviewer, Dana Palermo, P.E., at (850) 951-4660 or by e-mail: Dana.Palermo@nwfwater.com and Ted Reese, at (850) 951-4660 or by e-mail: Ted.Reese@nwfwater.com

Sincerely,

Andrew Joslyn
ERP Bureau Chief

cc:

Consultant:
David W Fitzpatrick
David W. Fitzpatrick, P.E., P.A.
10250 N. Palafox Street
Pensacola, FL 32534

Enc:

Environmental Resource Permit Number: IND-033-287604-1
Construction Commencement Notice [Form 62-330.350(1)]
As-Built Certification and Request for Conversion to Operational Phase [Form 62-330.310(1)]
Notice of Rights
Sample Newspaper Notice

NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT
INDIVIDUAL ENVIRONMENTAL RESOURCE PERMIT

PERMIT NO: IND-033-287604-1 **DATE ISSUED:** August 15, 2019
PROJECT NAME: Godwin Lane Regional Pond
CONSTRUCTION PHASE EXPIRATION DATE: August 15, 2024

A PERMIT AUTHORIZING:
The establishment of Godwin Lane Pond (approximately 9.45 acres) as a regional stormwater management system to provide treatment and rate control / attenuation for an approximately 146.22-acre master drainage basin, located along the northern side of Godwin Lane, to the east of the intersection of Bedford Lane, in western Pensacola, (Escambia County). Approximately 2,864,108 square feet of new, future, impervious surface (approximately 50 percent of the undeveloped areas) has been allotted within the master drainage basin. Currently there is approximately 320,473 square feet of existing impervious surface that has also been included within the master drainage basin. All future development within the master drainage basin will be required to obtain a separate ERP Individual Permit to utilize the regional stormwater management system. The separate Individual Permit shall include supporting information to address stormwater conveyance to the regional stormwater management system as well as water quality and water quantity required for that site. Supporting information should be consistent with requirements listed under Part 3 of Form 62-330.311(2). Please refer to Page 13 of the Stormwater Management Report prepared by David Fitzpatrick, P.E. for the master drainage basin map. This permit authorizes the construction of approximately 1.1 acres of a conveyance system located within the existing rights-of-way of Godwin Lane. Details of the proposed construction and limits of the regional stormwater management system can be found within the approved plans prepared by David Fitzpatrick, P.E. This permit does not authorize impacts to wetlands.

LOCATION:
Section(s): 25 Township(s): 1S Range(s): 31
Escambia County

ISSUED TO:
Escambia County
3363 West Park Place
Pensacola, FL 32505

Permittee agrees to hold and save the Northwest Florida Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to any permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit is issued pursuant to Part IV of Chapter 373, Florida Statute (F.S.), and Chapter 62-330, Florida Administrative Code, (F.A.C.), and may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

This permit also constitutes certification compliance with water quality standards under Section 401 of the Clean Water Act, 33 U.S. Code 1341.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated August 15, 2019

AUTHORIZED BY: Northwest Florida Water Management District
Division of Resource Regulation

By:

Andrew Joslyn
ERP Bureau Chief

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER IND-033-287604-1
Godwin Lane Regional Pond
DATED August 15, 2019

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [October 1, 2013], incorporated by reference herein (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), indicating the expected start and completion dates.A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
    1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
    2. For all other activities "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].

3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:
    1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
    2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:
    1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
    2. Convey to the permittee or create in the permittee any interest in real property;
    3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
    4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:
    1. Immediately if any previously submitted information is discovered to be inaccurate; and
    2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant’s submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. **Record-keeping.** The permittee shall be responsible for keeping records documenting that relevant permit conditions are met. This documentation shall include, at a minimum, the date of each inspection, the name and qualifications of the inspector, any maintenance actions taken, and a determination by the inspector as to whether the system is operating as intended. Inspection documentation must be readily available and shall be provided at the District's request. Submittal of the inspection documentation to the District is not required.

20. Once project construction has been deemed complete, including the re-stabilization of all side slopes, embankments, and other disturbed areas, and before the transfer to the Operation and Maintenance phase, all obsolete erosion control materials shall be removed.

21. Grassed areas of the retention system shall be fertilized only as needed to maintain vegetation, and shall be mowed regularly in order to be kept at a manageable length as required for system functionality, maintenance, and safety.

22. Percolation performance shall be evaluated within the pond at least every third year. If there is evidence of inadequate percolation, the pond bottom must be re-scarified or deep-raked to restore percolation characteristics. If reworking the pond bottom fails to restore adequate percolation, additional retention area restoration shall be performed as follows:
    a. Remove the top layer of the retention area bottom material to a depth of 2 to 3 inches and scarify or deep-rake the excavated bottom.
    b. Replace excavated bottom material with suitably permeable material and restore the pond bottom to design grade.

23. **Inspections by the Permittee.**
    - The stormwater system shall be inspected periodically for accumulation of debris and trash. Accumulations of debris and trash that negatively affect the function of the system shall be removed upon discovery.
    - The stormwater system shall be inspected periodically for silt accumulation. Accumulations of silt that negatively affect the function of the system shall be removed.
    - The overflow weir and skimmer, if applicable, shall be inspected annually to confirm that it is free-flowing and clear of debris.

24. **Inspections by a Registered Professional.** The stormwater management system shall be inspected by a registered professional to evaluate whether the system is functioning as designed and permitted. Percolation performance should specifically be addressed. The Registered Professional may record his inspection on Form No 62-330.311(1), Operation and Maintenance Inspection Certification or may provide his evaluation in any other format; however any report must be signed and sealed by the Registered Professional. Submittal of the inspection report to the District shall occur within 30 days of the inspection. Inspections shall be made by the Registered Professional in accordance with this schedule:
    - On the first anniversary of the date of conversion to Operation and Maintenance Phase.
    - Every fifth year on the anniversary of conversion to Operation and Maintenance phase, after the first year of successful operation.

25. During the operation and maintenance of the regional stormwater management system, the pond side slopes are to be monitored for any additional erosion. If erosion within the side slopes occurs, these areas are to be appropriately stabilized upon discovery.

26. **Reporting by a Registered Professional.** Within 30 days of any failure of a stormwater management system or deviation from the permit, a report shall be submitted to the District on Form 62-330.311(1), Operation and Maintenance Inspection Certification, describing the remedial actions taken to resolve the failure or deviation. This report shall be signed and sealed by a Registered Professional.

27. In accordance with Subsection 62-330.311(3), F.A.C., the operation and maintenance entity of the regional stormwater management facility must complete the information on Form 62-330.311(2) and submit it to the Agency on an annual basis, starting one year

from the anniversary date of the system being converted to Operation and Maintenance in accordance with Section 62-330.310, F.A.C. This information shall include all new systems and their associated stormwater volumes that have been allowed to discharge stormwater into the regional facility, and must confirm that the maximum allowable treatment volume of stormwater authorized to be accepted by the regional facility has not been exceeded.

28. If it has been determined that the treatment volume of stormwater authorized for the regional facility has been exceeded, a major modification of this permit is required.

29. The regional stormwater management system will be required to be converted to operation and maintenance prior to developments within the master drainage basin utilizing the system.

NOTICE OF RIGHTS

Northwest Florida Water Management District
152 Water Management Drive, Havana, FL 32333-4712
(850) 539-5999 Fax (850) 539-2693
www.nwfwater.com

The following information addresses procedures to be followed if you desire an administrative hearing or other review of agency action.

PETITION FOR FORMAL ADMINISTRATIVE PROCEEDINGS

Any person whose substantial interests are or may be affected by the action described in the enclosed Notice of Agency Action, may petition for an administrative hearing in accordance with the requirements of section 28-106.201, Florida Administrative Code, or may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes, before the deadline for filing a petition. Pursuit of mediation will not adversely affect the right to administrative proceedings in the event mediation does not result in a settlement. Petitions for an administrative hearing must be filed with the Agency Clerk of the Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333-9700 by the deadline specified in the attached cover letter. Failure to file a petition within this time period shall constitute a waiver of any rights such person may have to request an administrative determination (hearing) under section 120.57, Florida Statutes, concerning the subject permit application. Petitions which are not filed in accordance with the above provisions are subject to dismissal.

DISTRICT COURT OF APPEAL

A party who is adversely affected by final agency action on the permit application and who has exhausted available administrative remedies is entitled to judicial review in the District Court of Appeal pursuant to section 120.68, Florida Statutes. Review under section 120.68, Florida Statutes, is initiated by filing a Notice of Appeal in the appropriate District Court of Appeal in accordance with Florida Rule of Appellate Procedure 9.110.

SECTION 28-106.201, FLORIDA ADMINISTRATIVE CODE, INITIATION OF PROCEEDINGS

(1) Unless otherwise provided by statute, and except for agency enforcement and disciplinary actions that shall be initiated under Rule 28-106.2015, F.A.C., initiation of proceedings shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document that requests an evidentiary proceeding and asserts the existence of a disputed issue of material fact. Each petition shall be legible and on 8 1/2 by 11 inch white paper. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

(3) Upon receipt of a petition involving disputed issues of material fact, the agency shall grant or deny the petition, and if granted shall, unless otherwise provided by law, refer the matter to the Division of Administrative Hearings with a request that an administrative law judge be assigned to conduct the hearing. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

Rulemaking Authority 14.202, 120.54(3), (5) FS. Law Implemented 120.54(3) FS. History–New 4-1-97, Amended 9-17-98, 1-15-07, 2-5-13.

NOTICING PUBLICATION INFORMATION

The District's action regarding the issuance or denial of a permit, a petition or qualification for an exemption only becomes closed to future legal challenges from members of the public ("third parties"), if 1) "third parties" have been properly notified of the District's action regarding the permit or exemption, and 2) no "third party" objects to the District's action within a specific period of time following the notification.

Notification of "third parties" is provided through publication of certain information in a newspaper of general circulation in the county where the proposed activities are to occur. Publication of notice informs "third parties" of their right to have a 21-day time limit in which to file a petition opposing the District's action. However, if no notice to "third parties" is published, there is no time limit to a party's right to challenge the District's action. The District has not published a notice to "third parties" that it has taken final action on your application. If you want to ensure that the period of time in which a petition opposing the District's action regarding your application is limited to the time frame state above, you may publish, at your own expense, a notice in a newspaper of general circulation. A copy of the Notice of Agency Action the District uses for publication is attached. You may use this format or create your own, as long as the essential information is included.

If you do decide to publish a Notice of Final Agency Action, please provide the District a copy of the Proof of Publication when you receive it. That will provide us notice that action on this permit application is closed after the 21 days following publication.

Notice of Final Agency Action Taken by the
Northwest Florida Water Management District

Notice is given that Environmental Resource permit number IND-033-287604-1 was issued on August 15, 2019 to Joy Jones
Escambia County for the construction of a new surface water management system designed to serve a regional system at an existing, inactive, borrow pit, located on the northern side of Godwin Lane, in Pensacola, (Escambia County). This permit will include the establishment of the Godwin Lane Regional Pond to provide treatment and attenuation for an approximately 146.22-acre master drainage basin. Approximately 2,864,108 square feet of new impervious surface has been allotted within the submitted water quality and quantity calculations. All future phases within the approximately ####-acre master drainage basin are required to obtain a separate ERP Individual Permit to address onsite collection and conveyance, prior to discharging to Godwin Lane Regional Pond. Please refer to Page 13 of the Stormwater Management Report for the master drainage basin map. No wetlands are authorized for impacts within this project. The project is located at Godwin Lane, Escambia County.

The file containing the application for this permit is available for inspection Monday through Friday (except for legal holidays), 8:00 a.m. to 5:00 p.m. at the Northwest Florida Water Management District's ERP Office, 700 U.S. Highway 331 South, DeFuniak Springs, FL 32435

A person whose substantial interests are affected by the District permitting decision may petition for an administrative hearing in accordance with Sections 120.569 and 120.57 F.S., or may choose to pursue mediation as an alternative remedy under Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401-404, Florida Administrative Code. Petitions must comply with the requirements of Florida Administrative Code, Chapter 28-106 and be filed with (received by) the District Clerk located at District Headquarters, 81 Water Management Drive, Havana, FL 32333-4712. Petitions for administrative hearing on the above application must be filed within twenty-one (21) days of publication of this notice or within twenty-six (26) days of the District depositing notice of this intent in the mail for those persons to whom the District mails actual notice. Failure to file a petition within this time period shall constitute a waiver of any right(s) such person(s) may have to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., concerning the subject permit. Petitions which are not filed in accordance with the above provisions are subject to dismissal.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the District's final action may be different from the position taken by it in this notice. Persons whose substantial interests will be affected by any such final decision of the District on the application have the right to petition to become a party to the proceedings, in accordance with the requirements set forth above.

Exhibit M PD 19-20.039 Godwin Lane Bid Package -Site and Utility

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we

Site & Utility, LLC, PO Box 30136 , Pensacola, FL 32503
as Principal, hereinafter called the Principal, and

Merchants National Bonding, Inc., PO Box 14498 , Des Moines, IA 50306
a corporation duly organized under the laws of the State of **Iowa** as Surety, hereinafter called the Surety, are held and firmly bound unto

Escambia County Board of County Commissioners 213 Palafox Place Pensacola, FL 32502
as Obligee, hereinafter called the Obligee, in the sum of **FIVE Percent of the amount bid**

Dollars ($)

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for
PD 19.20-039 Godwin Lane Regional Pond Pensacola, FL

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **15th** day of April 2020 .

(Witness)

(Witness)

Site & Utility, LLC
(Principal) (Seal)

Bobby K Godfrey, Managing Member

Merchants National Bonding, Inc.
(Surety) (Seal)

L. Dale Waldorff, Attorney-in-Fact
& Florida Licensed Resident Agent

MERCHANTS BONDING COMPANY™

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Benjamin H French; K Wayne Walker; L Dale Waldorff; Pamela L Jarman; Paul A Locascio; Rebekah G Wolf

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and aut hority hereby given to the Attorney-In-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 9th day of April 2020.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.
On this this 11th day of April 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

NOTARIAL SEAL IOWA

ALICIA K. GRAM
Commission Number 767430
My Commission Expires
April 1, 2020

Alicia K. Gram
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 15th day of April, 2020.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0018 (3/17)

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Organization of SITE AND UTILITY, LLC, a limited liability company organized under the laws of the state of Florida, filed on July 22, 2014, as shown by the records of this office.

The document number of this limited liability company is L14000115743.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-third day of July, 2014

Ken Detzner
Secretary of State

CR2EO22 (1-11)

ESCAMBIA COUNTY BUSINESS TAX RECEIPT

Scott Lunsford
Escambia County Tax Collector

UNDERGROUND UTILITIES

SITE AND UTILITY LLC

PO BOX 30136
PENSACOLA, FL 32503

2019/2020

EXPIRES: SEPTEMBER 30, 2020

BUSINESS: SITE AND UTILITY LLC

ACCOUNT NO: 688453

OWNER NAME: BELL ALLAN W

LOCATION: 17 W MAXWELL ST GROUP TYPE: 30151 TOTAL: 26.25

Paid 08/08/2019 26.25

This business tax receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and other lawful authority.

THE ISSUANCE OF THIS RECEIPT DOES NOT ENSURE COMPETENCY

Scott Lunsford · Escambia County Tax Collector

EscambiaTaxCollector.com facebook.com/ECTaxCollector twitter.com/escambiatc

To renew, verify, or make address changes to your Business Tax Receipt, visit our payment center at EscambiaTaxCollector.com.

Contact our office by email at ectc@EscambiaTaxCollector.com if any of the following changes occur with your business:

- Ownership
- Location
- Name

The law requires this business tax receipt to be displayed conspicuously at the place of business in such a manner that it can be open to the view of the public and subject to inspection by all duly authorized officers of the County.

All business tax receipts expire September 30 of each year.

Note: If your business is closing, an application for a Going Out of Business Permit may be required, along with the surrender of your original business tax receipt and payment of any outstanding tangible tax liability for the business. This provision also applies to fire sales.

BUSINESS OWNER: You may be eligible to use the installment plan to help manage your cash flow and pay your tangible personal property taxes. More information is available at EscambiaTaxCollector.com.

A business tax receipt is in addition to and not in lieu of any other license required by law or local ordinance and is subject to regulations of zoning, health, contractor licensing, and any other lawful authority.

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

GODFREY ROBERT KENNETH JR

SITE AND UTILITY, LLC
117 W MAXWELL STREET
PENSACOLA FL 32501

LICENSE NUMBER: CUC1223813

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

March 17, 2020

To: All Known Prospective Bidders

Addendum Number 1:

RE: Godwin Lane Regional Pond

Solicitation Identification Number PD 19-20.039

All:

This notice is to provide for Acknowledgement of Addendum 1.

The following information is provided: Location Change for Non -Mandatory Pre-Solicitation Conference

FROM:

A Non -Mandatory Pre-Solicitation Conference will be held at the COC (3363 W. Fairfield Drive, Pensacola Fl. 32505) at 9:00 a.m. CST on 4/2/2020. **All bidders are encouraged to attend.**

TO:

A Non -Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing , 213 South Palafox Place Room 11.407 at 9:00 a.m. CST on April 2, 2020. **All bidders are encouraged to attend.**

This Addendum Number 1 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Lawrence A. Gordon
Purchasing Specialist

Enclosures

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: Site and Utility, LLC

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

2nd Floor • Pensacola, Florida 32502
Pensacola, Florida 32591-1591
850.595.4980 • www.myescambia.com

March 24, 2020

To: All Known Prospective Bidders

Addendum Number 2:

Re: Godwin Lane Regional Pond

Specification Number: PD 19-20.039

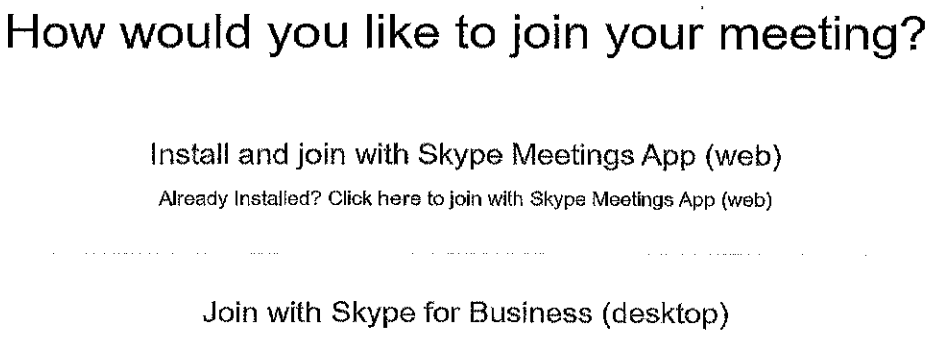
This notice is to provide for Acknowledgement of Addendum Number

Addendum number

This Addendum Number 2 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of you having received same. You may photocopy for your record.

https://meet.lync.com/escambiacountyfl/lagordon/VLLMK051

Dear Valued Supplier: Please click on the above attached hyperlink to join the skype meeting. Please select the first option in the picture below. If you get prompted to run a small down-load file, please accept it and run it so you can join the meeting. Please see below.



Meeting Date : 4/15/20

Meeting Time : 2:00 PM

Sincerely,

Lawrence Gordon

Lawrence A. Gordon
Purchasing Specialist

Enclosures

Acknowledgement of Receipt of Addendum 2:

SIGNED: _____

COMPANY: Site and Utility, LLC

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 1, 2020

To: All Known Prospective Bidders

Addendum Number 3:

RE: Godwin Lane Regional Pond

Solicitation Identification Number PD 19-20.039

All:

This notice is to provide for Acknowledgement of Addendum 3.

The following information is provided: Corrected Bid Form

Please replace the original bid form with Rev 1

This Addendum Number 3 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of you having received same. You may photo copy for your record.

Sincerely,

Lawrence Gordon

Lawrence A. Gordon
Purchasing Specialist

Enclosures

Acknowledgement of Receipt of Addendum 3:

SIGNED: _____

COMPANY: Site and Utility, LLC

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 7, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER : 4

Re: PD 19-20-039 Godwin Lane Regional Pond

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 4 provides for changes in Bid Documents related to Bid delivery and signature:

Until further notice the Office of Purchasing is closed to the public.

1. **BID OPENING**

   Bid Opening will be available through Skype or Call-In Number. A meeting request has been sent to originally notified firms. The skype information is on the meeting invitation. If you have not received this meeting invitation, please contact our office.

Join Skype Meeting

Trouble Joining? Try Skype Web App

Join by phone

Toll number: +1 (863) 333-5817,,178658495# (Dial-in Number) English (United States)

Find a local number

Conference ID: 178658495

Forgot your dial-in PIN? | Help

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, April 15, 2020
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building

2. **BID DELIVERY**

Bids can be uploaded through Vendor Registry (https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration).

If you wish to hand deliver a hard copy of your bid, please call ahead at 850-595-4980 and arrange for a representative of our office to meet you at the front door at the address listed above.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, ~~in duplicate with Original signatures in indelible ink~~ signed in the proper spaces. Responses on Vendor forms will not be accepted.

3. **ORIGINAL SIGNATURE ON BID FORMS**

A. BIDDER'S CHECKLIST

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
Solicitation, Offer, and Bid Form. The Bid Form must contain ~~an original~~ signature ~~in indelible ink. Bids with photocopies or scanned signatures will not be accepted~~.

B. SOLICITATION OFFER AND BID FORM

*
_____
Signature of Person Authorized to Sign Offer
(~~Original~~ Signature Required)

** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.* **Original Signature Not Required.**

C. SPECIAL TERMS AND CONDITIONS

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted ~~in a sealed envelope, in duplicate with Original signatures in indelible ink~~ signed in the proper spaces. Responses on Vendor forms will not be accepted.

This Addendum Number 4 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Lawrence A. Gordon
Purchasing Specialist

Lawrence Gordon

Acknowledgement of Receipt of Addendum 4:

SIGNED: _____

COMPANY: Site and Utility, LLC

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 9, 2020

To: All Known Prospective Bidders

Addendum Number 4:

RE: Godwin Lane Regional Pond

Solicitation Identification Number PD 19-20.039

All:

This notice is to provide for Acknowledgement of Addendum 4.

The following information is provided: Response to Questions

Please see clarifications below.

This Addendum Number 4 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of you having received same. You may photocopy for your record.

Sincerely,

Lawrence A. Gordon
Purchasing Specialist

Enclosures

Acknowledgement of Receipt of Addendum 4:

SIGNED: _____

COMPANY: Site and Utility, LLC

Joy Jones, P.E.
Director
Engineering Department

ADDENDUM NO. # 4

Godwin Lane Regional Pond

PD19 – 20.39

4/9/2020

Clarifications:

Question/Responses:

The 42" RCP crossing between inlet #2 and inlet #1 is roughly 16' deep. A road closure would improve safety and ensure quality during pipe installation, backfill and compaction/density reports. Can Godwin Lane be closed during this crossing for at least a week? All driveways would remain accessible on Godwin Lane from Mobile Hwy or Blue Angel Pkwy.

Response: Godwin Lane can be closed with a written MOT plan approved by County Engineering.

The project specific notes #1 on sheet C2 mention installing storm drainage from west to east. Installing gravity pipe from high to low is not ideal and discovery of unexpected utilities or conflicts could hinder our ability to install per plan elevations. Conveyance of existing groundwater could prove difficult as well since we have nowhere to send water during construction. Can the contractor have the option to start at the pond outfall and install east to west?

Response: The intent to construct the system from West to East is to minimize the interruption of sewer service to the residents in Tanglewood subdivision. The sewer from Apple Ridge Drive currently runs to the East. Connecting the 4" sewer force main at Embers Ridge Subdivision and constructing the force main from Embers Ridge to Tanglewood would lessen the interruption and reduce conflicts. The storm system constructed by others to the West of the project limits, will accept storm water and discharge into the system draining to the West side of Blue Angel, until such time as the weir is added to the smart box structure #11.

The project specific notes #2 on sheet C2 have contractor leaving a 36" deep common trench for other utility contractors. Who is responsible for maintaining this trench during installation of other utilities?

Response: The trench is to allow Pensacola Energy time to install new service lines. Contractor is expected to coordinate with Pensacola Energy and will

maintain the trench during construction.

The project specific notes #7 has contractor coordinating with Gulf Power for pole shoring. Who is responsible for the cost associated with shoring of poles?

Response: Gulf Power is responsible for the cost of shoring the utility poles.

Are speed tables being replaced entirely or only if damaged? Can a detail of these be included for bidding purposes?

Response: The intent is to cut and patch asphalt as necessary; no more than half the roadway. It is preferred the pipe be installed without damage to the asphalt. However, due to the depth and roadway proximity, asphalt cut/path was included to accommodate any construction damages. The entire speed table(s) will be replaced per county standards if damaged during construction; please see attached standard detail.

Associated Project Documents:
Escambia County Standard Detail: Asphalt Speed Table

Board of County Commissioners • Escambia County, Florida

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 13, 2020

To: All Known Prospective Bidders

Addendum Number 5:

RE: Godwin Lane Regional Pond

Solicitation Identification Number PD 19-20.039

All:

This notice is to provide for Acknowledgment of Addendum 5.

The following information is provided:

Please review addition of : County Standard Detail _ Asphalt Speed Table

This Addendum Number 5 is furnished to all known prospective Bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgment of you having received same. You may photocopy for your record.

Sincerely,

Lawrence Gordon

Lawrence A. Gordon
Purchasing Specialist

Enclosures

Acknowledgement of Receipt of Addendum 5:

SIGNED: _____

COMPANY: Site and Utility, LLC

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

SUBMIT OFFERS TO:
Lawrence A. Gordon
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Pensacola, FL 32591-1591
Phone No: (850)595-4987

Escambia County Florida
Invitation to Bid

Godwin Lane Regional Pond
Solicitation Number: PD 19-20.039

SOLICITATION

MAILING DATE: 3/16/ 2020
Non-Mandatory PRE-SOLICITATION CONFERENCE: 4/2/2020 at 9:00 a.m. at the COC(3363 W. Fairfield Drive, Pensacola Fl. 32505) Conference Room 115. **All bidders are encouraged to attend.**
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m. CST, 4/15/2020 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: 47-1364319

TERMS OF PAYMENT: net 30

DELIVERY DATE WILL BE_____DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME: Site and Utility, LLC
ADDRESS: 403 Carolina Drive
CITY, ST. & ZIP: Pensacola, FL 32534
PHONE NO.: (850) 439-5734
TOLL FREE NO.: (_____)
FAX NO.: (850) 344-9082

REASON FOR NO OFFER: N/A

BID BOND ATTACHED $ 5%

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.

Bobby Godfrey, Vice President
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER
(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

Failure to execute this Form binding the bidder's offer shall result in this bid/proposal being rejected as non-responsive.

Bid Form is below. Please fill this out completely

Item Number	Item	Estimated Quantity	Unit	Unit Price	Line Item Total
1	Mobilization	1	LS	$ 56,715.00	$ 56,715.00
2	Maintenance of Traffic	1	LS	$ 20,000.00	$ 20,000.00
3	Clearing and Grubbing	500	SY	$ 25.00	$ 12,500.00
4	Demolition	1	LS	$ 25,000.00	$ 25,000.00
5	Replace Standard Mailbox	1	EA	$ 300.00	$ 300.00
6	Earthwork - Fill	1,250	CY	$ 16.50	$ 20,625.00
7	Regrade Ditch	1	LS	$ 9,500.00	$ 9,500.00
8	Regrade Regional Pond Slopes	1	LS	$ 9,500.00	$ 9,500.00
9	Cut & Patch Roadway	2,065	SY	$ 30.00	$ 61,950.00
10	6" Concerte Driveways	143	SY	$ 57.50	$ 8,222.50
11	Speed Humps	3	EA	$ 7,500.00	$ 22,500.00
12	Re-establish Pavement Markings	1	LS	$ 5,000.00	$ 5,000.00
13	Remove & Replace Traffic Signs	3	EA	$ 150.00	$ 450.00
14	Cut & Patch 1' Ribbon Curb	90	LF	$ 28.00	$ 2,520.00
15	FDOT Type-D Drop Inlet	1	EA	$ 4,500.00	$ 4,500.00
16	FDOT Type-C Drop Inlet	6	EA	$ 3,500.00	$ 21,000.00
17	4'x4' Concrte Structure Bottom	4	EA	$ 1,500.00	$ 6,000.00
18	5'x5' Concrete Structure Bottom	2	EA	$ 1,500.00	$ 3,000.00
19	42" MES	1	EA	$ 4,000.00	$ 4,000.00
20	24" RCP	8	LF	$ 75.00	$ 600.00
21	30" RCP	540	LF	$ 94.00	$ 50,760.00
22	36" RCP	1,302	LF	$ 104.00	$ 135,408.00
23	42" RCP	112	LF	$ 202.00	$ 22,624.00
24	Weir within Smart Box Structure #11	1	LS	$ 8,500.00	$ 8,500.00
25	Connect to Existing Storm Structure/Pipe	3	EA	$ 1,250.00	$ 3,750.00
26	Riprap	290	SY	$ 65.00	$ 18,850.00
27	3" PVC Sewer FM with Fittings	587	LF	$ 14.50	$ 8,511.50
28	12" Steel Casing	45	LF	$ 146.00	$ 6,570.00
29	Centipede Sod	6,000	SY	$ 4.00	$ 24,000.00
30	Silt Fence	5,000	LF	$ 2.25	$ 11,250.00
31	Haybales	250	EA	$ 10.00	$ 2,500.00
32	Remove & Replace Wire Fence	30	LF	$ 40.00	$ 1,200.00
				TOTAL =	$ 587,806.00

Bid Item Notes

-2 MOT to include but not limited to: plan preparation, signage, flagmen, variable message signs, barricades barricades, lights, etc. Detours to be provided bypassing Godwin Lane. All roads and driveways are to remain remain accessible at all times.

-4 Demolition to include but not limited to the removal of existing driveways, stormwater pipes, inlets, MES, riprap, utilities, etc.

-9 The long lateral patch along Godwin Lane is to be cut and patched as needed. Contractor is to minimize cutting and patching of the roadway as much as possible.

-20/21/22/23 When installing the stormwater pipe, the contractor is to leave the trench partially open to allow the sewer forcemain and gas main to be installed in the remaining trench.

-27 All sewer work to be performed in accordance to the latest edition of the ECUA Engineering Manual / Specifications

-30/31 Contractor to prepare a SWPPP, attain a NPDES NOI and meet all documenting, reporting, and maintenance requirements.

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No _x_

CONTRACTOR REQUIREMENTS
Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 3/17/20 Addendum No. 3 Date 4/1/20

Addendum No. 2 Date 3/24/20 Addendum No. 4 Date 4/7/20

ADDENDUM NO 4 DATE 4/9/20 Addendum NO. 5 DATE 4/13/20

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number L14000115743

Occupational License No. 688453

Florida DBPR Contractor's License, Certification and/or Registration No. CUC1223813

Type of Contractor's License, Certification and/or Registration Underground/ Utility

Expiration Date: 8/31/2020

Terms of Payment
(Check one) Net 30 Days _x_ 2% 10th Prox___

County Permits/Fees required for this project:

Bidder: Site and Utility, LLC

By: Bobby Godfrey

Title: Vice- President

Address: 403 Carolina Drive, Pensacola, FL 32534

Person to contact concerning this bid:
Bobby Godfrey

Phone 850-439-5734

Fax 850-344-9082

E-Mail Address: bobbygodfrey2@gmail.com

Person to contact for emergency service:
Bobby Godfrey

Phone 850-439-5734

Cell 850-554-6552

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **5%** of bid. The work shall be substantially completed within **One Hundred & Fifty (150) Calendar Days** from the Commencement Date. The Bidder agrees to fully complete all work included above within One Hundred **Eighty (180) Consecutive Calendar Days** from the date of Notice to Proceed. **Liquidated damages of $1000.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County
(print name of the public entity)

by Bobby Godfrey, Vice- President
(print individual's name and title)

for Site and Utility, LLC
(print name of entity submitting sworn statement)

whose business address is

403 Carolina Drive, Pensacola, FL 32534

and (if applicable) its Federal Employer Identification Number (FEIN) is:
47-1364319

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

   c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise

transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

__x__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this 15 day of April, 2020

Personally known Bobby Godfrey

OR produced identification _____

_____
(Type of identification)

_____
Notary Public - State of FL

My commission expires

DEEANN MARIE PARKER
Notary Public - State of Florida
Commission # GG 320653
My Comm. Expires Apr 20, 2023
Bonded through National Notary Assn.

_____
(Printed typed or stamped commissioned name of notary public)

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: L14000115743

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: Allan Bell _____
Vice President: Bobby Godfrey
Director: _____ _____
Other: _____
Treasurer: _____
Secretary:

Name of Corporation (As used in Florida):
Site and Utility, LLC
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: 403 Carolina Drive
City, State, Zip: Pensacola, FL 32534

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Corporate Identification

Federal Identification Number: 47-1364319
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: Bobby Godfrey

E-mail: bobbygodfrey2@gmail.com

Telephone Number: 850-439-5734 Facsimile Number: 850-344-9082

Name of individual who will sign the instrument on behalf of the company:

Bobby Godfrey

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

Vice- President

END

Verified by: _____ Date: _____

Exhibit N PD 19-20.039 Godwin Lane Regional Pond ITB 2 26 20

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BIDDERS

Godwin Lane Regional Pond
Specification Number PD 19-20.039

BIDS WILL BE RECEIVED UNTIL: 2:00 P.M. CST, on April 15, 2020

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
Pensacola, FL 32591

A Non -Mandatory Pre-Solicitation Conference will be held at the Office of Purchasing , 213 South Palafox Place Room 11.407 at 9:00 a.m. CST on April 2, 2020. **All bidders are encouraged to attend.**

Board of County Commissioners
Steven Barry, Chairman
Robert Bender, Vice-Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Lawrence A. Gordon
Purchasing Specialist
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Tel: (850) 595-4987
Email: Lgordon@myescambia.com

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening.

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to vendors of the local vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

(a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

(b) "Local Business" Defined:

For the purposes of this section, "local Business" shall mean a business which meets all of the following criteria:

(1) Has had a fixed office or distribution point located in and having a street address with Escambia County or Santa Rosa County for at least one year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post office boxes are not verifiable and shall not be used for the purpose of establishing a physical address.

(2) Holds any business license required by Escambia County or Santa Rosa County; and

(3) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venture submitting an offer in conjunction with other businesses.

(c) **Certification:**

Any vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

(d) **Preference in purchase of commodities and services by means of competitive bid:**

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive bid (local price match option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **five (5) percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses is within **three percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five (5) percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four (4) percent** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the office of purchasing within five business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the board of county commissioners.

(e) **Notice:**

All bid solicitation documents shall include notice to vendors of the local preference policy.

(f) **Waiver of the application of local preference:**

The application of local preference to a particular purchase or contract for which the board of county commissioners is the awarding authority may be waived upon approval of the board of county commissioners.

(g) **Limitations:**

(1) The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

(2) The provisions of this section shall not apply where prohibited by federal or Florida law or where prohibited under the conditions of any grant.

(3) The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

(4) The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

(h) **Penalties:**

(1) Misrepresentation:

A vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the county will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

(2) Failure to Maintain Local Business Preference Qualifications:

Any vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

(3) Lack of Good Faith:

The contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the contractor or firm did not act in good faith, all amounts paid to the contractor or firm under the County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference "for a competitive solicitation for **construction services** in which **50 percent or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation. For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
Godwin Lane Regional Pond
SPECIFICATION PD 19-20.039

HOW TO SUBMIT YOUR BID:

- Please review this document carefully. Offers that are accepted by the county are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the office of purchasing on or before date and hour specified for receipt. Late bids will be returned unopened.

** Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH BID:

- Solicitation, Offer, and Bid Form, with Original Signature. Photocopies of this form will not be accepted.
- Excel Spreadsheet Bid Tabulation Form
- Bid Surety (Bond, Check, Etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID:

- Letter from Insurance Carrier as Specified in the "Insurance Requirements."
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances Corporate Identification
- Certificate of Authority to Do Business from The State of Florida
- Occupational License
- Florida Department of Business and Professional Regulation – License(S), Certification(S) and/or Registration(S)

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:

- Placed your bid with all required submittal items in a sealed envelope clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING SUBMITTALS ARE REQUIRED UPON NOTICE OF AWARD:

- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID

If you do not wish to bid at this time, please remove the bidder Solicitation, Offer and Bid Form from the bid solicitation package and enter No Bid in the **"Reason for No Bid"** block, your company's name, address, signature, and return the bidder Solicitation, Offer and Bid Form in a sealed envelope. This will ensure your company's active status in our bidder's list.

This form is for your convenience to assist in filling out your bid only.

DO NOT RETURN THIS FORM WITH YOUR BID.

Godwin Lane Regional Pond
PD 19-20.039

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Forms marked with an (* Asterisk) must be returned with Offer.
Forms marked with a (Double Asterisk) should be returned with Offer.**

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Exhibits Placed In Vendor Registry :

Exhibit A: Project Specifications

Exhibit B: Bid Set Plans

Exhibit C: Bid Form

Exhibit D: Scope of Work

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

SUBMIT OFFERS TO:
Lawrence A. Gordon
Purchasing Specialist
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Pensacola, FL 32591-1591
Phone No: (850)595-4987

Escambia County Florida
Invitation to Bid

Godwin Lane Regional Pond
Solicitation Number: PD 19-20.039

SOLICITATION

MAILING DATE: 3/16/ 2020
Non-Mandatory PRE-SOLICITATION CONFERENCE: 4/2/2020 at 9:00 a.m. at the COC(3363 W. Fairfield Drive, Pensacola Fl. 32505) Conference Room 115. **All bidders are encouraged to attend.**
OFFERS WILL BE RECEIVED UNTIL: 2:00 p.m. CST, 4/15/2020 and may not be withdrawn within **90** days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the County Office of Purchasing and will remain posted for a period of two (2) business days. Failure to file a protest in writing within two (2) business days after posting of the solicitation tabulation shall constitute a waiver of any protest relating to this solicitation. All protests must be filed with the Office of Purchasing. They will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

FEDERAL EMPLOYER IDENTIFICATION NUMBER OR S.S. NUMBER: _____

TERMS OF PAYMENT: _____

DELIVERY DATE WILL BE_____DAYS AFTER RECEIPT OF PURCHASE ORDER.

VENDOR NAME:_____
ADDRESS:_____
CITY, ST. & ZIP:_____
PHONE NO.: (_____)_____
TOLL FREE NO.: (_____)_____
FAX NO.: (_____)_____

REASON FOR NO OFFER: _____

BID BOND ATTACHED $_____

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the offeror and that the offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the offeror agrees that if the offer is accepted, the offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion such assignment shall be made and become effective at the time the County tenders final payment to the offeror.

_____
NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER

(TYPED OR PRINTED)

** _____
SIGNATURE OF PERSON AUTHORIZED TO SIGN OFFER
(MANUAL)

*****Failure to execute this Form binding the bidder's offer shall result in this bid/proposal being rejected as non-responsive.***

Bid Form is below. Please fill this out completely

Item Number	Item	Estimated Quantity	Unit	Unit Price	Line Item Total
1	Mobilization	1	LS		
2	Maintenance of Traffic	1	LS		
3	Clearing and Grubbing	500	SY		
4	Demolition	1	LS		
5	Replace Standard Mailbox	1	EA		
6	Earthwork - Fill	1,250	CY		
7	Regrade Ditch	1	LS		
8	Regrade Regional Pond Slopes	1	LS		
9	Cut & Patch Roadway	2,065	SY		
10	6" Concrete Driveways	143	SY		
11	Speed Humps	3	EA		
12	Re-establish Pavement Markings	1	LS		
13	Remove & Replace Traffic Signs	3	EA		
14	Cut & Patch 1' Ribbon Curb	90	LF		
15	FDOT Type-D Drop Inlet	1	EA		
16	FDOT Type-C Drop Inlet	5	EA		
17	4'x4' Concrete Structure Bottom	4	EA		
18	5'x5' Concrete Structure Bottom	2	EA		
19	42" MES	1	EA		
20	24" RCP	8	LF		
21	30" RCP	540	LF		
22	36" RCP	1,302	LF		
23	42" RCP	112	LF		
24	Weir within Smart Box Structure #11	1	LS		
25	Connect to Existing Storm Structure/Pipe	3	EA		
26	Riprap	290	SY		
27	3" PVC Sewer FM with Fittings	587	LF		
28	12" Steel Casing	45	LF		
29	Centipede Sod	6,000	SY		
30	Silt Fence	5,000	LF		
31	Haybales	250	EA		
32	Remove & Replace Wire Fence	30	LF		
				TOTAL =	

-2 MOT to include but not limited to: plan preparation, signage, flagmen, variable message signs, barricades barricades, lights, etc. Detours to be provided bypassing Godwin Lane. All roads and driveways are to remain remain accessible at all times.

-4 Demolition to include but not limited to the removal of existing driveways, stormwater pipes, inlets, MES, riprap, utilities, etc.

-9 The long lateral patch along Godwin Lane is to be cut and patched as needed. Contractor is to minimize cutting and patching of the roadway as much as possible.

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS
Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORATION

State of Florida Department of State Certificate of Authority
Document Number_____

Occupational License No._____

Florida DBPR Contractor's License, Certification and/or Registration No._____

Type of Contractor's License, Certification and/or Registration_____

Expiration Date:_____

Terms of Payment
(Check one) Net 30 Days ___ 2% 10th Prox___

County Permits/Fees required for this project:
_____
_____
_____
_____

Bidder:_____

By:_____

Title:_____

Address:_____

_____

Person to contact concerning this bid:

_____

Phone_____

Fax_____

E-Mail Address:_____

Person to contact for emergency service:

_____

Phone_____

Cell_____

Attached to bid you shall find a bid bond, cashier's check or certified check (circle one that applies) in the amount of **5%** of bid. The work shall be substantially completed within **One Hundred & Fifty (150) Calendar Days** from the Commencement Date. The Bidder agrees to fully complete all work included above within One Hundred **Eighty (180) Consecutive Calendar Days** from the date of Notice to Proceed. **Liquidated damages of $1000.00 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of subcontractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of 5% of base bid is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:
_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or

   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

   c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise

transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to and subscribed before me this_____ day of _____, 20_____

Personally known _____ _____

OR produced identification_____ Notary Public - State of_____

_____ My commission expires_____
(Type of identification)

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.: _____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ _____
Vice President: _____
Director: _____ _____
Other: _____
Treasurer: _____
Secretary:

Name of Corporation (As used in Florida):
_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:
Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number: _____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for company: _____

E-mail: _____

Telephone Number: _____ Facsimile Number: _____

Name of individual who will sign the instrument on behalf of the company:

_____

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

_____

END

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850)595-4806.

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 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: https://myescambia.com/our-services/purchasing
Click on **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
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 19-20.039, " Godwin Lane Regional Pond ", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark air bill 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 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.

"Scope of Work" Summary (Godwin Lane Regional Pond)

This project involves drainage improvements along Godwin Lane and converting the existing borrow pit on the North side of Godwin Lane into a Regional Stormwater Pond. Improvements consist of approximately 2,422 linear feet of stormwater pipe with associated drainage structures along with the relocation of an ECUA force main.
The project will be partially constructed by a private developer that is currently constructing the Embers Ridge Subdivision on the south side of Godwin Lane. The proposed drainage system and ECUA force main will tie into the Embers Ridge Subdivision portion that is labeled "BY OTHERS" on the plans. In the event the improvements are not completed by the Embers Ridge Subdivision project, the "BY OTHERS" items have been included in the bid tab as Additive Alternative Bid Items to be constructed by the contractor.
The project is required to be installed from west to east to ensure uninterrupted gas and sewer service to neighboring residents and to reduce conflicts with active utility lines.
This project shall be substantially complete within **150 calendar days** from the issuance of a Notice to Proceed. The bidder agrees to complete all work within **30 consecutive days** from the date of substantial completion for a total project time of **180 days. Liquidated damages of $1,000.00 each day will be assessed for each day that completion of the project is delayed.**

Related Documents:

All Construction shall comply with:

- The Escambia County Technical Specifications, latest edition, and all interim standards that apply to these additions.
- The latest version of the Florida Department of Transportation Design Standards and Specifications.
- All sanitary sewer work shall be done in accordance with the latest edition of ECUA's Engineering Manual.

Licenses/Certifications:

- General Contractors License
- Underground Utilities License
- Work Zone Safety Traffic Supervisor Certifications
- Certified Stormwater Management Inspector

Contract Time & Liquidated Damages:

The Work shall be substantially completed within **One Hundred Fifty (150) Calendar Days** from the Commencement Date. The Bidder agrees to fully complete all work included within **Thirty (30) Consecutive Calendar Days** from the date of Substantial Completion. **Liquidated damages of $1000.00 each day will be assessed for each day that completion of the project is delayed.**

2. **Bid Surety**

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful offeror(s) will be returned immediately after the offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the offeror and the County, and/or the offeror accepts the purchase order by signing the solicitation, offer and bid form/acceptance copy of same and returning to the County Purchasing department. Any unsuccessful offeror(s) will have the amounts of his cashier's or certified check returned via county warrant promptly after award.

All offerors agree that any interest earned on any bid surety while in possession of the County, or its agents, shall be retained by the County.

3. **Bonds**

Performance and Payment Bonds

The County **shall** require the successful offeror(s) to furnish **separate performance and payment bonds**, under pledge of adequate surety and covering up **100% of the dollar value of award** on the forms provided by the County. Such bonds shall be issued by sureties authorized to act as a surety by the State of Florida. Bonds of the successful offeror(s) shall be reviewed by the Office of Purchasing to assure compliance, then recorded in the Office of the Clerk of the Circuit Court Recording Office, 1st Floor, 221 Palafox Place, Pensacola, Florida, by the successful offeror at his expense before the contract is executed. The cost of recording is $10.00 for the first page and $8.50 for each additional page.

4. **Questions**

Questions may be directed to Lawrence A. Gordon, Purchasing Specialist, E-mail: Lagordon@myescambia.com. Last day for questions will be 4/6/2020 at 5:00 P.M., CDT.

5. **Bid Forms**

This Solicitation contains a Solicitation, Offer and Bid Form and Excel Spreadsheet, 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.

6. **Pre-Solicitation Conference**

A Pre-Solicitation Conference will be held at the COC (3363 W. Fairfield Drive, Pensacola Fl. 32505) on 4/2/2020 at 9:00 A.M. CST.

7. **Liquidated Damages**

Should the awarded vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the vendor shall pay to the County, as liquidated damages, the sum of **$1000.00** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the vendor.

8. **Safety Regulations**

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

9. **Codes and Regulations**

The awarded vendor shall strictly comply with all federal, state and local building and safety codes.

10. **Payment**

Partial payments in the full amount for the value of items received and accepted may be requested by the submission of a properly executed **original** invoice, with supporting documents if required. Payment for accepted equipment/supplies/services will be accomplished by submission of an **original** invoice, in duplicate, to:

Clerk of the Circuit Court
Attention: Accounts Payable
221 Palafox Place
Pensacola, FL 32502

11. **Warranty**

The awarded vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of two (2) years 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.

12. **Debris**

Awarded vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

13. **Protection of Property/Security**

The awarded vendor shall provide all barricades and take all necessary precautions to protect buildings and personnel.

All work shall be completed in every respect and accomplished in a professional manner and awarded vendor shall provide for removal of all debris from county property.

The awarded vendor shall at all times guard against damage or loss to property of Escambia County, or of other vendors or contractors, and shall be held responsible for replacing or repairing any such loss or damage.

The County may withhold payment or make such deductions as deemed necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded offeror or his agent.

The awarded vendor shall at all times guard against injury to Escambia County employees. The vendor shall properly fence and secure the construction site(s) at all times, including evenings and weekends.

The awarded vendor must, at all times, comply with State of Florida and Occupational Safety and Health Administration (OSHA) safety regulations.

14. **Permits**

The county and/or its contracted consultant(s) have conducted a review of required permits and fees required to be purchased by the contractor from the county permitting agencies for this specific project and they are listed on the bid/proposal form(s) to the best of our knowledge.

15. **Term of Offer**

An offer shall constitute an irrevocable offer for a period of ninety (90) days from the solicitation opening date or until the date of award, whichever is earlier, without forfeiting bid bond or check. In the event that an award is not made by the county within ninety (90) days from the solicitation opening date, the offeror may withdraw his offer or provide a written extension of his offer.

16. **Award**

Award shall be made on an "all-or-none total" basis.

The offeror or contractor will be required to fully comply with all applicable federal, state, and local regulations. The offeror should carefully review these requirements which are detailed in this solicitation.

17. **Termination**

The purchase order or contract will be subject to immediate termination if either product or service does not comply with specifications as stated herein or fails to meet the county's performance standards. In the event that any of the provisions of the contract are violated by awarded vendor, Escambia County may serve written notice upon the awarded vendor of its intention to terminate the contract. Such notice is to state the reason(s) for such intention to terminate contract. The liability of the vendor for any and all such violation(s) shall not be affected by any such termination and his surety, if any, shall be forfeited.

18. **Termination (Services)**

The Contract Administrator shall notify the Office of Purchasing of unsatisfactory performance and/or deficiencies in service that remain unresolved or recurring. The Office of Purchasing shall notify the contractor, in writing, of such unresolved or recurring deficiencies within five (5) working days of notification by the Contract Administrator.

Upon the third such written notification of unsatisfactory performance and/or deficiencies to the contractor by the Office of Purchasing within a four (4) month period; or the sixth such notification within any contract term, shall result in issuance of written notice of immediate contract termination to the contractor by the Office of Purchasing. Such termination may also result in suspension or debarment of the contractor.

19. **Termination (Public Records Request)**

If the contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the contractor in conjunction with this agreement then the county may, without prejudice to any right or remedy and after giving the contractor and his surety, if any, seven (7) days written notice, during which period contractor still fails to allow access, terminate the employment of the contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the contractor, and may finish the project by whatever method it may deem expedient. In such case, the contractor shall not be entitled to receive any further payment until the project is finished. Reasonable terminal expenses incurred by the county may be deducted from any payments left owing the contractor (excluding monies owed the contractor for subcontract work.)

20. **As Specified**

All items delivered shall meet the specifications herein. Items delivered not as specified will be returned at no expense by Escambia County. The County may return, for full credit, any unused items received which fail to meet the County's performance standards.

Insurance Requirements

21. **Standard Insurance Requirements and Certificates**

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the levels of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

County Insurance Required

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by

subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage
The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage

resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, 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.

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 and business auto 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: Lawrence Gordon , Purchasing Specialist
   Office of Purchasing
   Pensacola, FL 32591-1591

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the

county, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. **Indemnification**

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at https://www.myescambia.com/our-services/purchasing, must have ADOBE Reader, on the left side, click Uniform Contract Format, scroll down to Forms, then click Form D – Paving and Drainage Projects to access the Standard Construction Contract Documents).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B. Four (4) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in **150** calendar days
Fully Complete and ready for Final Inspection in **180** calendar days
*B. Liquidated Damages at **$1000.00** for each calendar day
Section 6
Section 7 *A. Public Works/Engineering
3363 West Park Place
Pensacola, FL 32505
Attn: John Rosenau / Project Manager
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits **(Revised as indicated by asterisk)**

A. General Terms and Conditions
*4.4 **Four (4)** copies of each Application for Payment
*21.1 **Two (2)** year(s) after final completion
B Form of Performance and Payment Bond
C Insurance and Safety Requirements

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 19-20.039 **Solicitation Name:** Godwin Lane Regional Pond								
Bid Opening Time: 2;pm **Bid Opening Date:** 4/15/2020 **Bid Opening Location:**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
,Site Utility, LLC		Y	Y	Y	Y	Y	Y	Y	$587,806.00
Chavers Construction, Inc.		Y	Y	Y	Y	Y	Y	Y	$654,661.50
Heaton Brothers Construction, Inc.		Y	Y	Y	Y	Y	Y	Y	$705,513.00
J. Miller Construction Co.		Y	Y	Y	Y	Y	Y	Y	$778,264.96
Utility Services Company Inc.		Y	Y	Y	Y	Y	Y	Y	$844,736.49
Bids Opened By:	Lawrence Gordon			**4/15/2020**		**Status: Under Review**			
Bids Tabulated By:	Lawrence Gordon			**4/15/2020**					
Bids Witnessed By:	John Rosenau			**Date:**		**CAR Date:**		**BCC Date: 5/7/20**	

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Under Review

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: 4/16/20 **Form Completed By:** **LAG**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17826 **County Administrator's Report 12. 48.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Contract Award for Low Income Direct Emergency Assistance Program (LIDEAP)
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Contract Award for Low Income Emergency Assistance Program - Clara Long, Interim Neighborhood & Human Services Director, and 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 Opening Doors NWFL, Inc., per the terms and conditions of PD 19-20.012, Low Income Direct Emergency Assistance Program (LIDEAP), providing $55,000 for Fiscal Year 2019-2020.

Vendor/Contractor	Funding	Amount	Contract Number
Opening Doors NWFL, Inc.	Fund 001 General Fund, Cost Center 370102, Object Code 58201	$55,000	PD 19-20.012

Non-ADA COMPLIANT DOCUMENT TO BE DISTRIBUTED UNDER SEPARATE COVER:

- Opening Doors NWFL, Inc. Bid Response

BACKGROUND:

Administering the Low Income Direct Emergency Assistance Program (LIDEAP) will require the Provider to provide case management services; determination of eligibility criteria for program participation; tracking of distribution of funds expended for payment; tracking of funds disseminated for the payment of rent, mortgage, utility/fuel, food assistance or prescription medication to the vendor. This is a program of last resort, not first choice and available for a one-time event to an individual or family during the existence of the program.

Requests for Proposals, PD 19-20.012, Low Income Direct Emergency Assistance Program (LIDEAP), was publicly noticed on Vendor Registry on February 2, 2020, and sent to 116 firms. The Solicitation was viewed by 16 firms and downloaded by 10 firms. Two proposals were received on February 27, 2020. Opening Doors NWFL, Inc. (the incumbent firm), has agreed to distribute the funds without any administrative costs.

BUDGETARY IMPACT:

Vendor/Contractor	Funding	Amount	Contract Number
Opening Doors NWFL, Inc.	Fund 001 General Fund, Cost Center 370102, Object Code 58201	$55,000	PD 19-20.012

LEGAL CONSIDERATIONS/SIGN-OFF:

The Agreement was prepared by Kristin Hual, Senior 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 County Attorney's prepared Agreement and Purchase Order.

Attachments

PD 19-20.012 Agreement

PD 19-20.012 Committee Eval

PD 19-20.012 Not to Award

AGREEMENT FOR LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM (P.D. 19-20.012)

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, Suite 420, Pensacola, Florida 32502, and Opening Doors Northwest Florida (NWFL), Inc. (hereinafter referred to as "Contractor"), a not-for-profit corporation authorized to conduct business in the State of Florida, FEI/EIN 59-2909065, whose principal address is 1020 West New Warrington Road, Pensacola, FL 32506.

WITNESSETH:

WHEREAS, the County issued a Request for Proposals seeking a qualified non-profit organization to administer a Low Income Direct Emergency Assistance Program (LIDEAP) for qualified citizens of Escambia County, Florida; and

WHEREAS, in response to the solicitation, the Contractor submitted a proposal demonstrating that the Contractor is willing and able to provide such services; and

WHEREAS, the County desires to enter into an agreement with the Contractor for the provision of compensating Contractor for 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 on the date last executed and continue for a term of twelve (12) months. Upon mutual agreement of the parties, the Agreement may be renewed for two additional twelve (12) month terms, up to a maximum of thirty-sixty (36) months.

3. Scope. 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 Request for Proposals for Low Income Direct Emergency Assistance Program, attached hereto as **Exhibit A**. In the event of a conflict between the terms of the Exhibits referenced herein and this Agreement, the terms of this Agreement shall prevail.

4. Program Funding. For the first twelve (12) month term and any subsequent term, the County agrees to pay Contractor the sum of **$55,000.00** for authorized Program expenses as provided in the Contractor's LIDEAP Budget, attached hereto as **Exhibit B**. Contractor shall not receive an administration fee for administering the Program. Any changes to the LIDEAP Budget that would affect the expenditure of funds, must be approved in writing by the County Administrator or designee; provided that nothing herein will authorize or allow any expenditure or obligation of funds in excess of the total sum authorized in this Agreement.

The Contractor shall return to the County any Program Funds expended for disallowed expenditures. The Contractor shall return to the County all Program Funds paid to it upon the County's finding that the Contractor violated the provisions of any applicable laws or ordinances appropriating such funds or otherwise breached the terms of this Agreement.

5. Residual Program Funds. Any residual Program Funds provided by the County which remain unspent or unencumbered by any existing (not contingent) legal obligations will be returned to the County in the form of a negotiable instrument not later than ninety (90) days after the expiration of the twelve (12) month term. If the Agreement is renewed for a subsequent twelve (12) month term then a limited amount of residual funds may be carried forward, which will not exceed ten percent (10%) of the current appropriation to the Contractor or $500.00, whichever is greater; however, the County's allocation of Program Funding for the subsequent twelve (12) month term will be reduced by the amount of such unencumbered residual funds carried forward. Any additional unencumbered funds will be returned as provided above.

6. Method of Payment. Following execution of the agreement, payment shall be provided to the Contractor in a single lump sum payment upon Contractor providing a fully completed W-9 form and a fully executed original Agreement to Escambia County.

7. Reporting Requirements. The Contractor shall submit a written report to the County on a monthly basis detailing all disbursements of LIDEAP funds. The report shall include the date and amount of disbursement, number of citizens assisted, and to whom the monies were paid. The report shall be provided no later than the 15th of each month.

8. Records Retention. The Contractor shall retain all pertinent records, statistical, financial, audit, and participant files related to the performance of this Agreement for a period of five (5) years from the date of receiving final payment from the County or resolution of any audits.

9. County Audit. Upon providing reasonable notice to Contractor, the County may inspect all pertinent records, statistical, financial, audit, and participant files related to the Contractor's performance of this Agreement and conduct monitoring reviews to ensure compliance with Program goals and the terms of this Agreement.

10. Termination. This Agreement may be terminated for cause or convenience by either party upon providing thirty (30) days prior written notice of such termination. In the event of termination by either party as provided herein, the Contractor shall be paid for services provided through the date of termination.

11. 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.

12. Insurance. The Contractor is required to carry the following insurance:

(a) Commercial General Liability, Form CG1, with $1,000,000 per occurrence. Excess or umbrella insurance may be purchased to make up the difference, if any, between the policy limits of the underlying policies.

(b) Business Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Florida statutory Workers' Compensation if applicable.

(d) 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.

(e) 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.

(f) 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.

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: Opening Doors Northwest Florida (NWFL), Inc.	To: Escambia County
Attention: Executive Director	Attention: County Administrator
1020 West New Warrington Road	221 Palafox Place, Suite 420
Pensacola, Florida 32506	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. 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

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.

19. 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.

20. Miscellaneous. If any term or condition of this Agreement shall be invalid or unenforceable, the remainder of the terms and conditions of this Agreement shall remain in full force and effect. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature:

COUNTY:
BOARD OF COUNTY COMMISSIONERS ESCAMBIA COUNTY, FLORIDA

Witness: _____

Witness: _____

By: _____
Janice P. Gilley, County Administrator

Date: _____

BCC Approved: _____

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 04-13-2020

CONTRACTOR: OPENING DOORS NORTHWEST FLORIDA (NWFL), INC.

ATTEST:

By: _____
Corporate Secretary
(SEAL)

By: _____
John Johnson, Executive Director

Date: _____

ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

Low Income Direct Emergency Assistance Program (LIDEAP)

Solicitation Identification Number PD 19-20.012

Letters of Interest Will Be Received Until:
1:00 p.m. CDT, Thursday, February 27, 2020

Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell III Building
213 S. Palafox Place
Pensacola, FL 32502

Attention: Paul R. Nobles

Board of County Commissioners
Steven Barry, Chairman
Robert Bender, Vice Chairman
Lumon J. May
Jeff Bergosh
Douglas Underhill

From:
Paul R. Nobles
Purchasing Manager

All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

Assistance:
Buzz Roggenbuck
Sr. Purchasing Coordinator
Office of Purchasing
Matt Langley Bell III Building
213 Palafox Place
2nd Floor, Room 11.101
Pensacola, FL 32502
T: 850.595.4878
F: 850.595.4805
e-mail: abroggenbuck@myescambia.com

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

Escambia County Florida
Request for Proposals
Proposer's Checklist

LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM (LIDEAP)

Solicitation Identification Number PD 19-20.012

How to Submit Your Proposal
Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the office of purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

- Proposal Form
- Letter From Insurance Carrier as to Capacity to Provide a Certificate Of Insurance as Specified In the "Insurance Requirements"
- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at **http://www.sunbiz.org/search.html**)
- Sworn Statement Pursuant to Section 287.133 (3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet For Transactions and Conveyances Corporate Identification

The Following Submittals Are Required Upon Notice Of Award:
- Certificate Of Insurance

How to Submit a No Proposal

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.

PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM (LIDEAP)

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- Request for Proposals - Title Page
- Proposers Checklist
- Sworn Statement Pursuant to Section 287.133 (3)(a), Florida Statutes, on Entity Crimes
- Drug-Free Workplace Form
- Information Sheet for Transactions and Conveyances and Corporate Identification
- General Terms and Conditions (By Reference)
- Special Terms and Conditions
- Request for Proposals Response Format.

Part A Summary

Part I General Information
1-1 Purpose
1-2 Objective
1-3 Issuing Officer
1-4 Contract Consideration
1-5 Rejection
1-6 Inquiries
1-7 Addenda
1-8 Schedule
1-9 Proposal Content and Signature
1-10 Negotiations
1-11 Recommended Proposal Preparation Guidelines
1-12 Prime Contract Responsibilities
1-13 Disclosures
1-14 Delays
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Part II Information Required from Contractors
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2-2 Introduction
2-3 Understanding the Project
2-4 Methodology Used for the Project
2-5 Management Plan for the Project
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Part III Criteria for Selection

Part IV Scope of Work

PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM (LIDEAP)

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(print name of the public entity)

by_____
(print individual's name and title)

for_____
(print name of entity submitting sworn statement)

whose business address is

_____

_____

and (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **FloridaStatutes**, means:

   a. A predecessor or successor of a person convicted of a public entity crime; or
   b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
   c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or

applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

_____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **(attach a copy of the final order).**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
(signature)

Sworn to an subscribed before me this_____ day of _____, 20_____

Personally known _____
OR produced identification_____

_____
(Type of identification)

_____
Notary Public - State of_____

My commission expires_____

_____
(Printed typed or stamped commissioned name of notary public)

Drug-Free Workplace Form

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that _____ does:
Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.

4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check one:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____
Offeror's Signature

_____
Date

Information Sheet
for Transactions and Conveyances
Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation,
In what state was it created: _____
Name as spelled in that State: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document No.:_____

Does it use a registered fictitious name: Yes or No

Names of Officers:

President:_____ Secretary:_____

Vice President:_____ Treasurer:_____

Director:_____ Director:_____

Other:_____ Other:_____

Name of Corporation (As used in Florida):

_____
(Spelled exactly as it is registered with the state or federal government)

Corporate Address:

Post Office Box: _____
City, State Zip: _____
Street Address: _____
City, State, Zip: _____

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

Federal Identification Number:_____
(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:_____**E-mail:**_____

Telephone Number: _____ **Facsimile Number:**_____

Name of individual who will sign the instrument on behalf of the company:
_____
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:
_____

END

(850) 488-9000 Verified by:_____ Date:_____

PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM (LIDEAP)

ESCAMBIA COUNTY , FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing Home Page (see Bid Information), by telephoning the Office of Purchasing at (850) 595-4980 or by Fax at (850) 595-4805.

NOTE: Any and all Special Terms and Conditions and specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of the Solicitation, Offer and Award Form and Bid/Proposal Form(s) in accordance with these General Terms and Conditions and Special Terms and Conditions constitutes an offer from the offeror. If any or all parts of the offer are accepted by Escambia County Florida, an authorized representative of the county shall affix his signature hereto, and this shall then constitute a written agreement between parties. The conditions incorporated herein become a part of the written agreement between the parties.

Bid Information See Home Page URL: http://www.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**

PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM (LIDEAP)

SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s)

Instructions to Offerors

General Information

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.012, Low Income Direct Emergency Assistance Program (LIDEAP), Name of Submitting Firm, Time and Date due.

Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark outside of airbill and/or 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.

PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM (LIDEAP)

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.

IDENTIFICATION OF SUBCONSULTANTS/CHANGES AFTER THE FACT

After delivering an initial proposal in response to this solicitation, all submitters are prohibited from substituting, modifying, or amending those subconsultants identified in the initial written submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of subconsultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

FLORIDA EXECUTIVE ORDER 11-116 COMPLIANCE

PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM (LIDEAP)

CONTRACT INFORMATION

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

AWARD

Award shall be made on an "all-or-none total" basis.

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.

CONTRACT TERM/RENEWAL

The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The County may unilaterally renew the contract for the periods specified on the bid/proposal form for thirty-six (36) months. An additional six (6) months extension may also be unilaterally exercised at the County's discretion.

INTERIM EXTENSION OF PERFORMANCE

After all options have been exercised, and it is determined that interim performance is required to allow for the solicitation and award of a new contract, the County may unilaterally extend the contract for a maximum period of six months. Pricing, delivery and all other terms and conditions of the contract shall apply during this period.

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.

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.)

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.

PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM (LIDEAP)

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, nonowner and hired automobiles and employee nonowner ship 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: Buzz Roggenbuck
   Sr. Purchasing Coordinator
   Office of Purchasing, 2nd FL, Room 11.101
   213 S. Palafox Place
   Pensacola, FL 32502
   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.

INDEMNIFICATION

Contractor agrees to save harmless, indemnify, and defend County 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.

PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM (LIDEAP)

ELIGIBLE APPLICANTS: Nonprofit Organizations with IRS 501(c) (3) Status. Proof of 501(c) (3) status should be included as an attachment to the application. Applicants must also be located within Escambia County, FL. Must be an active member with the Escarosa Coalition on the Homeless (ESOH) Continuum of Care and Planning Process. Recipients will be required to have access to the Centralized Coordinated Access System (CCAS).

PART A SUMMARY

The Escambia County Board of County Commissioners/Neighborhood & Human Services Department, hereafter is known as The Department, is soliciting proposals from non-profit organizations to administer and operate a Low Income Direct Emergency Assistance Program (LIDEAP) for qualified citizens of Escambia County, FL. The program shall be designed to provide financial assistance with rent/mortgage payments, or utilities/fuel, or food or prescription medication. This will be a program of last resort and available for a one-time event during the existence of the program.

PART I GENERAL INFORMATION

1-1 PURPOSE

The Low-Income Direct Emergency Assistance Program (LIDEAP) is designed to meet the emergency needs of residents of Escambia County, FL by providing financial assistance with rent/mortgage, or utilities/fuel, or food or prescription medication. When there is a significant crisis within a household such as, loss of employment, health issues, loss of wage earner or an individual, a family may find that they are temporarily unable to provide themselves with one of the following: food, gas, water, electricity, medicine. The Low-Income Direct Emergency Assistance Program (LIDEAP) shall assist individuals or families from going without a critical necessity. This program shall be a program of last resort and available for a one-time event to an individual or family during the existence of the program.

Eligible applicants must provide documentation showing that they have insufficient resources to meet their need and the household income must meet the 200% Poverty Guideline.

Projected Project Outcomes:

a. To provide linkages through data systems to streamline participant referrals to community services agencies.

b. To provide a temporary solution to a barrier that may impede the quality of life for an individual or family.

c. To build effective community partnerships that will leverage public and private resources for the betterment of living conditions for the citizens of Escambia County, FL.

d. To improve the coordination and collaboration efforts among area local social service programs to increase the chances of successful solutions to the various challenges faced during an economic crisis.

1-2 OBJECTIVE

The Primary objective of The RFP is the selection of the most qualified and experienced Contractor to provide Low Income Direct Emergency Assistance Program (LIDEAP) that is most advantageous to the County.

1-3 ISSUING OFFICER

The project Director shall be Janice Gilley, County Administrator. The liaison officer shall be Clara Long, Director, Neighborhood & Human Services. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, 213 S. Palafox Place, Pensacola, Florida, 32502.

1-4 CONTRACT CONSIDERATION

It is expected that the contract shall be a Continuing Contract after negotiation.

1-5 REJECTION

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-6 INQUIRIES

Questions regarding this Request for Proposal shall be directed to Buzz Roggenbuck, Senior Purchasing Coordinator, Office of Purchasing, Telephone (850) 595-4878, email abroggenbuck@myescambia.com .

1-7 ADDENDA

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-8 SCHEDULE

The following schedule shall be adhered to in so far as practical in all actions related to this procurement:

Mailing date of proposals	Monday, February 29, 2016
Receipt of proposals	1:00 p.m. CDT, Thursday, March 24, 2016
Proposal Review Meeting	2:30 p.m. CDT, Monday, April 4, 2016
Discussions / Selection Meeting	2:00 p.m. CDT, Monday, April 18, 2016
1st Negotiations	3:30 p.m. CDT, Wednesday, April 20, 2016
2nd Negotiations, if required	2:30 p.m. CDT, Monday, April 25, 2016
Board of County Commissioners approval	Thursday, May 19, 2016

1-9 PROPOSAL CONTENT AND SIGNATURE

One (1) original hard copy and one (1) electronic copy of the proposal shall be required, having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-10 NEGOTIATIONS

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

The Escambia County Board of County Commissioners will negotiate contract terms upon the effective date and will expire effective the 30th day of September 2016, unless cancelled sooner with or without cause by either party by providing thirty (30) days prior written notice of such cancellation to the other party. The Department reserves the right to negotiate to extend and/or increase a contract award as a result of this RFP.

1-11 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational. The County discourages overly lengthy or costly proposals.

1-12 PRIME CONTRACT RESPONSIBILITIES

The selected contractor shall be required to assume responsibility for all services offered in his proposal. The selected contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

1-13 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-14 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-15 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-16 METHOD OF PAYMENT

Payment schedule and basis of payment shall be negotiated.

1-17 PROJECT TIMELINE

Awards will be made to non-profit organizations that have documented experience in the administering of programs of the like, a strong fiscal accountability record and established controls, and a proven record of integrity in the community.

The initial contract period will be from the effective date of contract award.

The selection decision for the winning bidder will be made no later than as indicated in the previously identified schedule in paragraph 1-8.

Notifications to bidders who were not selected will be as indicated in the previously identified schedule in paragraph 1-8.

1-18 BUDGET

The Department shall award a maximum of $55,000.00 in LIDEAP funds during the Fiscal Year 2020. A line item budget must be provided, including a budget narrative, for proposed services (See Solicitation and Offer Form).

The Provider shall submit a monthly, written report detailing the LIDEAP disbursement of funds. This report shall include the date of approval and disbursement, amount of disbursement, number of recipients assisted and a list of vendors funds were disbursed to. The report shall be provided, to the Department, no later than the 15th of each month.

1-19 AUDIT REQUIREMENT

The Department requires a copy of the provider's most current Financial Audit Report and Single Audit Report (if available) to be included in the proposal package.

The Department may conduct monitoring reviews of activities, both fiscal and programmatic to ensure compliance with goals, laws and other provisions of the contract.

1-20 RECORD RETENTION

All pertinent records, statistical, financial, audit, and participant files shall be retained for a period of five (5) years from the date of final payment or the resolution of any audits. The Department must have access to any and all records for monitoring purposes.

PART II INFORMATION REQUIRED FROM CONTRACTORS

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

2-1 PROPOSAL FORMAT AND CONTENT

The County discourages overly lengthy and costly proposals, however, in order for the County to evaluate proposals fairly and completely, proposers should follow the format set out herein and provide all of the information requested.

2-2 INTRODUCTION

Proposals shall include the complete name and address of their firm and the name, mailing address, and telephone number of the person the County should contact regarding the proposal.

Proposals shall confirm that the firm will comply with all of the provisions in this RFP; and, if applicable, provide notice that the firm qualifies as a County proposer. Proposals shall be signed by a company officer empowered to bind the company. A proposer's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

2-3 UNDERSTANDING OF THE PROJECT

Proposers shall provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project and the project schedule.

2-4 METHODOLOGY USED FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the methodology they intend to employ and that illustrates how their methodology will serve to accomplish the work and meet the County's project schedule.

2-5 MANAGEMENT PLAN FOR THE PROJECT

Proposers shall provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the County's project schedule.

2-6 EXPERIENCE AND QUALIFICATIONS

Provide reference names and phone numbers for similar projects your firm has completed

STATEMENT OF QUALIFICATIONS NARRATIVE

a. The Provider must provide an overview of the organization/business background (list of governing body, terms of office), qualifications, staffing and organizational chart.

   Provide a narrative description of the organization of the project team.

   Provide a personnel roster that identifies each person who will actually work on the contract and provide the following information about each person listed;

   1) title,
   2) resume,
   3) location(s) where work will be performed,
   4) itemize the total cost and the number of estimated hours for each individual named above.

b. The Provider must describe the organizations history working with diverse individuals and families who are experiencing a significant life changing event.

c. Provide any pertinent experience with administering case management services, determining eligibility guidelines for program participation and tracking participation.

d. The Provider must describe how the organization will maintain fiscally responsible controls of funds.

e. The Provider must have the established capability to interface with specified data base systems as required for monitoring and tracking information purposes.

f. The Provider must implement an educational program module to provide information to the approved applicant on how to set-up and maintain an effective household budget to decrease the chances of their finances reaching a critical state.

2-7 COST PROPOSAL

Proposer's cost proposals shall include an itemized list of all direct and indirect costs associated with the performance of this contract, including, but not limited to, total number of hours at various hourly rates, direct expenses, payroll, supplies, overhead assigned to each person working on the project, percentage of each person's time devoted to the project, and profit.

PART III CRITERIA FOR SELECTION

	Points Available
The scope of work requirements,	20
Comprehensive narrative of organizations qualifications,	15
Prior experience with implementation of similar case management services,	8
Staff qualification(s) that show capability to perform program services,	10
Demonstrated experience of sound fiscal responsibilities with similar projects,	10
The ability necessary to undertake this project,	9
Provide a strategic plan of action on how the project outcomes will be achieved,	8
Budget and budget narrative,	10
Organization's procurement guidelines	10
Administrative Cost Points	
There is $5000 available for Administrative Cost and $50,000 for the program for a total of $55,000.00.	
No Administrative Cost	25
50% of available Administrative Cost	15
100% of available Administrative Cost	0

PART IV SCOPE OF WORK

The applicant(s) must currently reside at the address listed on the bill if requesting assistance for housing payment or utility bill. If the applicant is requesting prescription medication or food assistance, they must produce a bona fide

prescription from a licensed physician with the exact cost from a pharmacy or must document that they are currently **not** certified to receive food assistance from Department of Children & Families.

Administering LIDEAP will require the Provider to provide case management services; determination of eligibility criteria for program participation; tracking of distribution of funds expended for payment; tracking of funds disseminated for the payment of rent, mortgage, utility/fuel, food assistance or prescription medication to the vendor.

The Provider shall be responsible for vetting all applicants and confirming legitimate need for service(s).

The Provider shall require the following:

a. Applicant must appear before Provider with a complete application;

b. Applicant must submit most current bill/payment (lease or mortgage statement)/food assistance documentation or prescription;

c. Applicant(s) must be the person or persons listed on the bill and currently residing at that residence, if applicable;

d. Applicant must provide a valid photo identification card and a valid photo identification card for all persons who reside in the household, ages 18 years of age or older, if applicable;

e. Applicant must provide Social Security cards for all household members, if applicable;

f. Applicant must provide documentation to verify income of all household members age 18 years and older, for the preceding thirty (30) days (Wage earnings, Social Security Benefits, Child Support Payments, Veteran Administration Benefits, Retirement Benefits, Annuities, Temporary Assistance to Needy Families (TANF), Unemployment Compensation (UC), etc.);

g. Applicant must provide documentation of income, if not employed, or lack of income for all household members over the age of 18 years old;

h. Household income may not to exceed 200% of the Federal Poverty Guideline; and

i. If approved, applicants may receive assistance only one-time for the existence of the program.

The applicant may be approved for the exact amount of bill/request, not to exceed the maximum amount to be paid directly to the vendor for the following:

a. Rent payment up to a maximum of $700.00

b. Mortgage payment up to a maximum of $700.00

c. Utility payment up to a maximum of $500.00 (electricity, water, gas, fuel)

d. Prescription medication up to a maximum of $300.00 (must submit bona fide prescription from a licensed physician)

e. Food assistance up to a maximum of $300.00 (cannot be currently certified for food assistance via Department of Children & Families)

This program does not pay for deposits of a new residence or any charges resulting from illegal activities, such as meter tampering, returned check fees or fraud of any type.

Approved payments are to be made directly to the vendor by the Provider and not to the applicant.

This is a program of last resort, not first choice, therefore applicants must have made the attempt(s) to apply for assisted service through one or more of the various organizations or agencies that provide these types of services within Escambia County, FL and must attest to the receipt of past services, denial of services or failed efforts to apply for services (i.e., not being able to make contact or qualify with an agency via their specified guidelines).

The Provider shall provide staff for case management services, in support of the following:

a. Maintaining a case file record for each applicant (approved or denied).

b. Ensure collection and maintenance of data to prohibit duplication or additional services are not provided to the same individual(s).

c. Identify needs for specialized assessments and refer to local community agencies or organizations that may assist with providing avenues to help promote the road to recovery from financial dependency on programs of this type.

d. Document via counseling notes on applicant contacts, issues or problems encountered.

The Provider should develop a financial literacy educational module for approved applicants to complete that will provide them with the necessary tools to set-up and maintain a household budget to decrease the probability of compromising their household finances.

- Case file records are confidential, and information should not be disseminated to sources outside of service vendors unless otherwise authorized. The Provider must submit their protocol or process to ensure privacy included in the bid narrative.

PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM (LIDEAP)

SIGN AND RETURN THIS FORM WITH YOUR PROPOSAL **

SOLICITATION, OFFER AND AWARD FORM **ESCAMBIA COUNTY FLORIDA**

SUBMIT OFFERS TO:

Buzz Roggenbuck
Sr. Purchasing Coordinator
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: (850) 595-4878 Fax No: (850) 595-4805

Request for Proposal
Low Income Direct Emergency Assistance Program (LIDEAP)

SOLICITATION NUMBER: PD 19-20.012

SOLICITATION

MAILING DATE: February 6, 2020

OFFERS WILL BE RECEIVED UNTIL: February 27, 2020, 2:00 PM CDT and may not be withdrawn within 90 days after such date and time.

POSTING OF SOLICITATION TABULATIONS

Solicitation tabulations with recommended awards will be posted for review by interested parties at the Escambia 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 Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: _____

Work will start _____ days after receipt of purchase order

Vendor Name: _____
Address: _____
City, ST. & Zip: _____
Phone: (___) _____
Toll Free: (___) _____
Fax: (____) _____

Terms of Payment _____

Reason for No Offer _____

Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

****** _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

** Failure to execute this Form binding the offer shall result in the Proposal being rejected as non-responsive.*

PD 19-20.012, LOW INCOME DIRECT EMERGENCY ASSISTANCE PROGRAM (LIDEAP)

Proposal Form

ITEM	ADMINSTRATION COSTS	DIRECT PROGRAM COSTS	TOTALS
Regular Salaries/Wages			
FICA Taxes			
Retirement			
Life and Health Insurance			
Worker's Compensation			
Professional Services			
Other Contractual Services			
Travel/Per Diem			
Communications			
Postage and Freight			
Rental/Leases			
Repair/Maintenance			
Printing and Binding			
Other Current Charges and Obligations			
Host Ordinances			
Office Supplies			
Books/Publications/Subscriptions			
Training			
Machinery and Equipment			
Other Grants and Aids			
Indirect _____%			
TOTAL			

Opening Doors Year One

Opening Doors Northwest FL, Inc
LIDEAP

Admin	Rental Assistance	Mortgage Assistance	Utilities	Food	Medicaitons	Total
0.00	$ 26,500.00	$ 15,500.00	$ 10,000.00	$ 1,000.00	$ 2,000.00	$ 55,000.00
	Max $700	Max $700	Max 500	Max 300	Max $300	
0.00	$ 26,500.00	**$ 15,500.00**	**$ 10,000.00**	**$ 1,000.00**	**$ 2,000.00**	**$ 55,000.00**
	34000	7000	12300	700	1000	

200% AMI
$700.00 Max rent/mortgage
$500.00 Max utilities
$300.00 Max food
$300.00 Max medications

Solicitation:PD 19-20.012 LIDEAP

Committee Evaluation	Ministry Village @ Olive	Opening Doors NWFL, Inc.
Individual Committee Member Scores		
Sharon Carter	67	122
Clara Long	70	112
Megan Polk	85	114
Total	222	348
Individual Committee Member Ranking Based on Scores		
Sharon Carter	2	1
Clara Long	2	1
Megan Polk	2	1
Total	6	3
Final Ranking	2	1

Solicitation:PD 19-20.012 LIDEAP

Sharon Carter		Ministry Village @ Olive	Opening Doors NWFL, Inc.
Evaluation Criteria	Value		
The scope of work requirements,	20	17	20
Comprehensive narrative of organizations qualifications,	15	9	15
Prior experience with implementation of similar case management services,	8	6	8
Staff qualification(s) that show capability to perform program services,	10	8	10
Demonstrated experience of sound fiscal responsibilities with similar projects,	10	3	7
The ability necessary to undertake this project,	9	8	9
Provide a strategic plan of action on how the project outcomes will be achieved,	8	1	8
Budget and budget narrative,	10	8	10
Organization's procurement guidelines	10	7	10
Administrative Cost Points			
There is $5000 available for Administrative Cost and $50,000 for the program for a total of $55,000.00.			
No Administrative Cost	25		25
50% of available Administrative Cost	15		
100% of available Administrative Cost	0		
	Totals	67	122

Solicitation:PD 19-20.012 LIDEAP

Clara Long		Ministry Village @ Olive	Opening Doors NWFL, Inc.
Evaluation Criteria	Value		
The scope of work requirements,	20	15	18
Comprehensive narrative of organizations qualifications,	15	10	10
Prior experience with implementation of similar case management services,	8	5	8
Staff qualification(s) that show capability to perform program services,	10	9	9
Demonstrated experience of sound fiscal responsibilities with similar projects,	10	8	8
The ability necessary to undertake this project,	9	9	9
Provide a strategic plan of action on how the project outcomes will be achieved,	8	4	6
Budget and budget narrative,	10	1	10
Organization's procurement guidelines	10	9	9
Administrative Cost Points			
There is $5000 available for Administrative Cost and $50,000 for the program for a total of $55,000.00.			
No Administrative Cost	25		25
50% of available Administrative Cost	15		
100% of available Administrative Cost	0		
	Totals	70	112

Solicitation:PD 19-20.012 LIDEAP

Megan Polk		Ministry Village @ Olive	Opening Doors NWFL, Inc.
Evaluation Criteria	Value		
The scope of work requirements,	20	20	20
Comprehensive narrative of organizations qualifications,	15	10	15
Prior experience with implementation of similar case management services,	8	8	8
Staff qualification(s) that show capability to perform program services,	10	7	4
Demonstrated experience of sound fiscal responsibilities with similar projects,	10	10	10
The ability necessary to undertake this project,	9	9	9
Provide a strategic plan of action on how the project outcomes will be achieved,	8	8	8
Budget and budget narrative,	10	3	10
Organization's procurement guidelines	10	10	5
Administrative Cost Points			
There is $5000 available for Administrative Cost and $50,000 for the program for a total of $55,000.00.			
No Administrative Cost	25		25
50% of available Administrative Cost	15		
100% of available Administrative Cost	0		
	Totals	85	114

Public Notice of Recommended Award

Bid Tabulation	Solicitation Number:	PD 19-20.012
	Solicitation Name:	Low Income Direct Emergency Assistance Program (LIDEAP)
Bid Opening Time:	2:00 PM, CDT	
Bid Opening Date:	3/16/2020	
Bid Opening Location:	Rm 11.108	

Name of Bidder(s)	Bid Form Completed & Signed	Bid Bond or Check	Certificate of Authority to do Business in the State of Florida	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances Corportation ID	Acknowledgement of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity	Occupational License	Admin Cost	Direct Program Cost	Total
Ministry Village @ Olive	Yes	Bond	Yes	Yes	Yes	Yes	Yes	Yes	$13,862.00	$70,086.00	$83,948.00
Opening Doors NWFL, Inc.	Yes	Bond	Yes	Yes	Yes	Yes	Yes	Yes	$0.00	$55,000.00	$55,000.00

Bids Opened By:	Buzz Roggenbuck, Sr. Purchasing Coordinator	**Date:**	03/18/20	**Status:**			
Bids Tabulated By:	Buzz Roggenbuck, Sr. Purchasing Coordinator	**Date:**	03/16/20	Recommended Award			
Bids Witnessed By:	Paul Nobles, Purchasing Manager	**Date:**	03/16/20	**CAR Date:**	04/27/20	**BOCC Date:**	05/07/20

Purchasing Manager/Designee recommends to the BOCC: That the Board approve and authorize the County Administrator to sign the Agreement between Escambia County, Florida and Opening Doors NWFL, Inc. per the terms and conditions of PD 19-20.012, Low Income Direct Emergency Assistance Progfram (LIDEAP), in the amount of $ 55,000.

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.

Posted: March 18, 2020 **Form Completed By: ABR**

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17791 **County Administrator's Report 12. 49.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Contract Award for Muscogee Road Resurfacing Jacks Branch to Nowak
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Contract Award for Muscogee Road Resurfacing, Jacks Branch to Nowak - Joy Jones, P.E., Engineering Director, through 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 Roads Inc, of NWF, per the terms and conditions of PD 19-20.042, Muscogee Road Resurfacing, Jacks Branch to Nowak, in the amount of $458,689.97.

Vendor/Contractor	Funding	Amount	Contract Number
Roads Inc. of NWF	Fund 352, LOST III, Cost Center 210107, Object Code 56301, Project # 09EN0115	$458,689.97	PD 19-20.042

BACKGROUND:

PD 19-20.042, Muscogee Road Resurfacing, Jacks Branch to Nowak, was publicly noticed to 50 firms (100 emails were sent) on March 9, 2020. A non-mandatory pre-solicitation conference was held on March 24, 2020. Three firms were represented at this meeting. Three bids were received on April 8, 2020. Two bids were received electronically and one hand delivered. All three were responsive to the terms and conditions of the solicitation. Roads Inc. of NWF, was the lowest most responsive and responsible bidder.

BUDGETARY IMPACT:

Funds are available in Fund 352, LOST III, Cost Center 210107, Object Code 56301. Porject # 09EN0115

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract, Form D: Road/Drainage

PERSONNEL:

All work associated with this Recommendation was done in-house and no additional staff was required.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II Purchases and Contracts.

IMPLEMENTATION/COORDINATION:

The Office of Purchasing will issue the Attorney's Standard Form of Contract Form D: Road/Drainage and Purchase Order.

Attachments

Agreement
Original Solicitation
Addendum #1
Solicitation Notification _ Vendor Registry
Solicitation Notification _ Vendor Registry Addendum #1
Bid Tabulation
Roads Inc. of NWF Bid
Bid Analytics

STANDARD CONSTRUCTION CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA

AND

ROADS INC. OF NWF

FOR

PD 19-20.042, MUSCOGEE ROAD RESURFACING JACKS BRANCH TO NOWAK

FORM D: Road/Drainage

(Revised 2018)

STANDARD CONSTRUCTION CONTRACT DOCUMENTS
FORM D

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Escambia County Technical Specifications dated May 17, 2017		
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AGREEMENT BETWEEN ESCAMBIA COUNTY, FLORIDA AND ROADS INC. OF NWF FOR STANDARD ROAD/DRAINAGE CONSTRUCTION CONTRACT DOCUMENTS.

THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, ("County"), hereby contracts with Roads Inc. of NWF, a Florida corporation for profit, to perform all work ("Work") in connection with PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak ("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:

Four Hundred Fifty-Eight Thousand Six Hundred Eighty-Nine Dollars and Ninety-Seven Cents

($458,689.97)

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 holder's surplus, all as reported in the most current Best Key Rating Guide, published by A.M. Best Company, Inc. of 75 Fulton Street, New York, New York 10038.

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 Fifty (150) calendar days from the Commencement Date. The Work shall be fully completed and deemed ready by the County for final completion within Thirty (30) calendar days from the Substantial Completion Date. The Contract Time shall be the time period from the Commencement Date to the date of final completion totaling One Hundred Eighty (180) 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 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 **Escambia County Technical Specifications dated May 17, 2017**
Exhibit I:	Plans & Standard Details prepared by or for County and Identified as follows: **Cross Section-Layout1** **Project Area Map**
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: Cooper Saunders, Project Manager

B. All correspondence with the Contractor will be addressed to the following:

Roads, Inc. of NWF
106 Stone Blvd
Cantonment, FL 32533
Attention: Cody Rawson

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 Roads Inc. of NWF signing by and through its President, duly authorized to execute same.

COUNTY:
Escambia County, Florida, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

Witness: _____ By: _____

Janice P. Gilley, County Administrator

Witness: _____ Date: _____

CONTRACTOR:
Roads Inc. of NWF, a Florida Corporation, authorized to do business in the State of Florida.

ATTEST: Corporate Secretary By: _____

By: _____ Its: President
Secretary

Date: _____

(Corporate Seal)

BCC Approved: _____

EXHIBIT A
GENERAL TERMS AND CONDITIONS

Section 1. INTENT OF CONTRACT DOCUMENTS

1.1. It is the intent of the Contract Documents to describe a functionally complete project (or portion thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may reasonably be inferred from the Contract Documents, as being required to produce the intended result shall be supplied whether or not specifically called for. When words, which have a well-known technical or trade meaning, are used to describe work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association or to the laws or regulations of any governmental authority having jurisdiction over the Project, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code, law or regulation in affect at the time the Work is performed, except as may be otherwise specifically stated herein.

1.2. If, during the performance of the Work, Contractor discovers a conflict, error or discrepancy in the Contract Document, Contractor immediately shall report same to County and before proceeding with the Work affected thereby shall obtain an interpretation or clarification from the County. Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents before commencing any portion of the Work.

1.3. Drawings are intended to show general arrangements, design and extent of Work and are not intended to serve as shop drawings. Specifications are separated into divisions for convenience of reference only and shall not be interpreted as establishing divisions for the Work, trades, subcontracts, or extent of any part of the Work. In the event of a discrepancy between or among the drawings, specifications of other Contract Document provisions, Contractor shall be required to comply with the provision which is the more restrictive or stringent requirement upon the Contractor, as determined by the County. Unless otherwise specifically mentioned, all anchors, bolts, screws, fittings, fillers, hardware, accessories, trim and other parts required in connection with any portion of the Work to make a complete, serviceable, finished and first quality installation shall be furnished and installed as part of the Work, whether or not called for by the Contract Documents.

1.4. "Engineer", where referenced on the drawings or in the specifications or in other related documents, shall mean the Escambia County Engineer or the designated representative thereof.

Section 2. INVESTIGATION AND UTILITIES

2.1. Contractor shall have the sole responsibility of satisfying itself concerning the nature and location of the Work and the general and local conditions, and particularly, but without limitation, with respect to the following: those affecting transportation, access, disposal, handling and storage of materials; availability and quality of labor; water and electric power; availability and condition of roads; work area; living facilities; climatic conditions and seasons; physical conditions at the work-site and the Project area as a whole; topography and ground surface conditions; nature and quality of the surface materials to be encountered; subsurface conditions; equipment and facilities needed preliminary to and during performance of the Work; and all other costs associated with such performance. The failure of Contractor to acquaint itself with any applicable conditions shall not relieve Contractor from any of its responsibilities to perform under the Contract Documents, nor shall it be considered the basis for any claim for additional time or

compensation.

2.2. Contractor shall locate all existing roadways, railways, drainage facilities and utility services above, upon, or under the Project site, said roadways, railways, drainage facilities and utilities being referred to in this Section 2 as the "Utilities". Contractor shall contact the owners of all Utilities to determine the necessity for relocating or temporarily interrupting any Utilities during the construction of the Project. Contractor shall schedule and coordinate its Work around any such relocation or temporary service interruption. Where Utilities block construction, Contractor shall aggressively pursue relocation by the Utility owners. Contractor shall immediately notify the County of any delays due to Utilities blockage and document all attempts to resolve such blockage. Contractor shall be responsible for properly shoring, supporting and protecting all Utilities at all times during the course of the Work.

Section 3. SCHEDULE

3.1. The Contractor, within ten (10) calendar days after receipt of the Notice of Award, shall prepare and submit to County, for review and approval, a progress schedule for the Project (herein "Progress Schedule"). The Progress schedule may be provided in an electronic format. The Progress Schedule shall relate to all Work required by the Contract Documents and shall provide for expeditious and practicable execution of the Work within the Contract Time. The Progress Schedule shall indicate the dates for starting and completing the various stages of the Work and shall include dates of Shop Drawing Submittals.

3.2. The Progress Schedule shall be updated monthly by the Contractor. All monthly updates to the Progress Schedule shall be subject to the County's review and approval. Contractor shall submit the updates to the Progress Schedule with its Applications for Payment noted below. The County's review and approval of the submitted Progress Schedule updates shall be a condition precedent to the County's obligation to pay Contractor.

Section 4. PROGRESS PAYMENTS

4.1. Prior to submitting its first Application for Payment, Contractor shall submit to County, for its review and approval, a schedule of values based upon the Contract Price, listing the major elements of the Work and the dollar value for each element. After its approval by the County, this schedule of values shall be used as the basis for the Contractor's Applications for Payment. This schedule shall be updated and submitted along with a completed and notarized copy of the Application for Payment form attached to the Agreement as **Exhibit E.**

4.2. Prior to submitting its first Monthly Application for Payment, Contractor shall submit to County a complete list of all its proposed subcontractors and material men, showing the work and materials involved. The first Application for Payment shall be submitted no earlier than thirty (30) days after Commencement Date.

4.3. If payment is requested on the basis of materials and equipment not incorporated into the Project, but delivered and suitably stored at the site or at another location agreed to by the County in writing, the Application for Payment will subdivide the work into component parts in sufficient detail to serve as the basis for a progress payment and shall also be accompanied by a bill of sale, invoice or other documentation warranting that upon payment by County, the County shall receive the materials and equipment free and clear of all liens, charges, security interests and encumbrances, together with evidence that the materials and equipment are covered by appropriate property insurance and other arrangements to protect County's interest therein, all of which shall be subject to the County's prior written approval.

4.4. Contractor shall submit 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.

At the County's sole discretion, a percentage of the amount retained from the gross amount of each monthly payment may be reduced prior to final completion of the Project and said percentage released to the Contractor upon receiving a certificate of substantial completion and approval from the Architect/Engineer.

Release of any portion or percentage of sums retained prior to final completion of the Project shall in no way imply approval or acceptance of Contractor's work.

4.6 Monthly payments to Contractor shall in no way imply approval or acceptance of Contractor's work.

4.7 Each Application for Payment shall be accompanied by Release and Affidavit, in the form attached as **Exhibit D**, showing that all materials, labor, equipment and other bills associated with that portion of the Work payment is being requested or have been paid in full. The County shall not be required to make payment until and unless these affidavits are furnished by Contractor.

4.8 Applications for Payment will not be approved unless all submittals required by the Contract documents, up to that point, are provided and "As-Built" record documents are maintained as required by Section 8.2.

Section 5. PAYMENTS WITHHELD

5.1. The County may decline to approve any Application for Payment, or portions thereof, because of subsequently discovered evidence or subsequent inspections. The County may nullify the whole or any part of any approval for payment previously issued and County may withhold any payments otherwise due Contractor under this Agreement or any other agreement between County and Contractor, to such extent as may be necessary in the County's opinion to protect it from loss because of: (a) defective Work not remedied; (b) third party claims filed or reasonable evidence indicating probable filing of such claims; (c) failure of Contractor to make payment properly to subcontractors or for labor, materials or equipment; (d) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Amount; (e) reasonable indication that the Work will not be completed within the Contract Time; (f) unsatisfactory prosecution of the Work by the Contractor; or (g) any other material breach of the Contract Documents. If these conditions are not remedied or removed, County may, after three (3) days written notice, rectify the same at Contractor's expense. County also may offset against any sums due Contractor the amount of any liquidated or unliquidated obligations of Contractor to County, whether relating to or arising out of this Agreement or any other agreement between Contractor and County.

Section 6. FINAL PAYMENT

6.1. County shall make final payment to Contractor within forty- five (45) calendar days after the Work is finally inspected and accepted by County in accordance with Section 20.1 herein, provided that Contractor first, and as an explicit condition precedent to the accrual of Contractor's right to final payment, shall have furnished County with a properly executed and notarized copy of the Release and Affidavit attached as Exhibit D, as well as, a duly executed copy of the Surety's consent to final payment and such other documentation that may be required by the Contract Documents or the County.

6.2. Contractor's acceptance of final payment shall constitute a full waiver of any and all claims by Contractor against County arising out of this Agreement or otherwise relating to the Project, except those previously made in writing and identified by Contractor as unsettled at the time of the final Application for Payment. Neither the acceptance of the Work nor payment by County shall be deemed to be a waiver of County's right to enforce any obligations of Contractor hereunder or to the recovery of damages for defective Work not discovered by the County at the time of final inspection.

Section 7. SUBMITTALS AND SUBSTITUTIONS

7.1. Contractor shall carefully examine the Contract Documents for all requirements for approval of materials to be submitted such as shop drawings, data, test results, schedules and samples. When submitted for the Engineer's review, Shop Drawings shall bear the Contractor's certification that the Contractor has reviewed, checked, and approved the Shop Drawings and that they are in conformance with the requirements of the Contract Documents. Contractor shall submit all such materials at its own expense and in such form as required by the Contract Documents in sufficient time to prevent any delay in the delivery of such materials and the installation thereof.

7.2. Prior to submitting its first Application for Payment, Contractor shall provide to County a DVD format showing the pre-existing conditions located within the limits of construction.

7.3. Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular supplier, the naming of the item is intended to establish the type, function and quality required. Unless the name is followed by words indicating that no substitution is permitted, materials or equipment of other suppliers may be accepted by County if sufficient information is submitted by Contractor to allow the County to determine that the material or equipment proposed is equivalent or equal to that named. Requests for review of substitute items of material and equipment will not be accepted by County from anyone other than Contractor and all such requests must be submitted by Contractor to County within thirty (30) calendar days after Notice to Proceed is received by Contractor.

7.4. If Contractor wishes to furnish or use a substitute item of material or equipment, Contractor shall make application to the County for acceptance thereof, certifying that the proposed substitute shall perform adequately the functions and achieve the results called for by the general design, be similar and of equal substance to that specified and be suited to the same use as that specified. The application shall state that the evaluation and acceptance of the proposed substitute will not prejudice Contractor's achievement of substantial completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with County for the Project) to adapt the design to the proposed substitute and whether or not incorporation or use by the substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed substitute from that specified will be identified in the application and available maintenance, repair and replacement service shall be indicated. The application also shall contain an itemized estimate of all costs that will result directly or indirectly from acceptance of such substitute, including costs for redesign and claims of other contractors affected by the resulting change, all of which shall be considered by the County in evaluating the proposed substitute. The County may require Contractor to furnish at Contractor's expense additional data about the proposed substitute.

7.5. If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute means, method, sequence, technique or procedure of construction acceptable to the County, if Contractor submits sufficient information to allow the County to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for submission to and review by the County shall be the same as those provided herein for substitute materials and equipment.

7.6. The County shall be allowed a reasonable time within which to evaluate each proposed substitute. The County shall be the sole judge of acceptability, and no substitute will be ordered, installed or utilized without the County's prior written acceptance, which shall be evidenced by either a Change Order or an approved Shop Drawing. The County may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

Section 8. DAILY REPORTS, AS-BUILTS, AND MEETINGS

8.1. Unless waived in writing by County, Contractor shall complete and submit, along with its Application for Payment, to the County on a monthly basis a daily log of the Contractor's work for the preceding month in a format approved by the County. The daily log shall document all activities of Contractor at the Project site including, but not limited to, the following:

8.1.1. Weather conditions showing the high and low temperatures during work hours, the amount of precipitation received on the Project site, and any other weather conditions

which adversely affect the Work;

8.1.2. Soil conditions which adversely affect the Work;

8.1.3. The hours of operation by Contractor's personnel and subcontractor's personnel;

8.1.4. The number of Contractor's and subcontractor's personnel present and working at the Project site, by subcontract and trade;

8.1.5. All equipment present at the Project site, description of equipment use and designation of time equipment was used (specifically indicating any down time);

8.1.6. Description of Work being performed at the Project site;

8.1.7. Any unusual or special occurrences at the Project site;

8.1.8. Materials received at the Project site

The daily log shall not constitute nor take the place of any notice required to be given by Contractor to County pursuant to the Contract Documents.

8.2. Contractor shall maintain in a safe place at the Project site one record copy of the Contract Documents, as well as all shop drawings and other Contractor submittals and all written interpretations and clarifications issued by the County, in good order and annotated to show all changes made during construction. The annotated drawings shall be continuously updated by the Contractor throughout the prosecution of the Work to accurately reflect all field changes that are made to adapt the Work to field conditions, changes resulting from Change Orders, Work Directive Changes and Field Orders, and all concealed and buried installations of piping, conduit and utility services. All buried and concealed items, both inside and outside the Project site, shall be accurately located on the annotated drawings as to depth and in relationship to not less than two (2) permanent features (e.g. interior or exterior wall faces). The annotated drawings shall be clean and all changes, corrections and dimensions shall be given in a neat and legible manner in a contrasting color. The "As-Built" record documents, together with all approved samples and a counterpart of all approved shop drawings shall be available to County for reference. Upon completion of the Work, and as a condition precedent to Contractor's entitlement to final payment, these "As-Built" record documents, samples and shop drawings shall be delivered to County by Contractor.

8.3. Contractor shall keep all records and supporting documentation which concern or relate to the Work hereunder for a minimum of five (5) years from the date of termination of this Agreement or the date the Project is completed, whichever is later. County, or any duly authorized agents or representatives of County, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the five (5) year period noted above; provided, however, such activity shall be conducted only during normal business hours.

Section 9. CONTRACT TIME AND TIME EXTENSIONS

9.1. Contractor shall diligently pursue the completion of the Work and coordinate the Work being done on the Project by its subcontractors and material men, as well as coordinating its Work with all work of others at the Project Site, so that its Work or the work of others shall not be delayed or impaired by any act or omission of Contractor. Contractor shall be solely responsible for all construction means, methods, techniques, sequences, and procedures, as well as

coordination of all portions of the Work under the Contract Documents.

9.2. Should Contractor be obstructed or delayed in the prosecution of or completion of the Work as a result of unforeseeable causes beyond the control of Contractor, and not due to its fault or neglect, including but not restricted to acts of God or of the public enemy, acts of government, fires, floods, epidemics, quarantine regulations, strikes or lockouts, Contractor shall notify the County in writing within forty-eight (48) hours after the commencement of such delay. Written supporting data with specific details of Contractor operations, which were delayed, shall be submitted to the County within fifteen (15) calendar days after the occurrence of the delay, unless the County grants additional time in writing for such submittals, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension.

9.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the Work from any cause whatever, including those for which County may be responsible, in whole or in part, shall relieve Contractor of his duty to perform or give rise to any right to damages or additional compensation from County. Contractor expressly acknowledges and agrees that it shall receive no damages for delay. Contractor's sole remedy, if any, against County will be the right to seek an extension to the Contract Time; provided, however, the granting of any such time extension shall not be a condition precedent to the aforementioned "No Damages For Delay" provision. This paragraph shall expressly apply to claims for early completion, as well as to claims based on late completion.

9.4. Requests for delays due to adverse weather conditions shall meet all of the following conditions:

9.4.1. Contractor notified the County in writing within forty-eight (48) hours of the delay.

9.4.2. The weather was unusual as documented by supporting data.

9.4.3. The weather did have an adverse impact on the contractor’s schedule (critical path only).

9.4.4. The Contractor and inspector’s daily logs corroborate the adverse impact. Where a conflict exists between the weather data and the daily reports, the daily reports will take precedence.

Section 10. CHANGES IN THE WORK

10.1. County shall have the right at any time during the progress of the Work to increase or decrease the Work. Promptly after being notified of a change, Contractor shall submit an itemized estimate of any cost and/or time increases or savings it foresees as a result of the change. Except in an emergency endangering life or property, or as expressly set forth herein, no addition or changes to the Work shall be made except upon written order of County, and County shall not be liable to the Contractor for any increased compensation without such written order. No officer, employee or agent of County is authorized to direct any extra or changed work orally.

10.2. A Construction Change Order, in the form attached as **Exhibit F** to this Agreement, shall be issued and executed promptly after an agreement is reached between Contractor and County concerning the requested changes. Contractor shall promptly perform changes authorized by duly executed Change Orders. The Contract Amount shall be adjusted in the Change Order in the manner as County and Contractor shall mutually agree.

10.3. If County and Contractor are unable to agree on a Change Order for the requested change, Contractor shall, nevertheless, promptly perform the change as directed by County in a written

Work Directive Change. In that event, the Contract Amount and Contract Time shall be adjusted as directed by County. If Contractor disagrees with the County's adjustment determination, Contractor must make a claim pursuant to Section 11 of these General Conditions or else be deemed to have waived any claim on this matter it might otherwise have had.

10.4. In the event a requested change results in an increase to the Contract Amount, the amount of the increase shall be limited to the Contractor's reasonable direct labor and material costs and reasonable actual equipment costs as a result of the change (including allowance for labor burden costs) plus a maximum ten percent (10%) markup for all overhead and profit. In the event such change Work is performed by a Subcontractor, a maximum ten percent (10%) markup for all overhead and profit for all Subcontractors' and sub-subcontractors' direct labor and material costs and actual equipment costs shall be permitted, with a maximum five percent (5%) markup thereon by the Contractor for all of its overhead and profit, for a total maximum markup of fifteen percent (15%). All compensation due Contractor and any Subcontractor or sub-subcontractor for field and home office overhead is included in the markups noted above.

10.5. County shall have the right to conduct an audit of Contractor's books and records to verify the accuracy of the Contractor's claim with respect to Contractor's costs associated with any Change Order.

10.6. The County shall have authority to order minor changes in the Work not involving an adjustment to the Contract Amount and not inconsistent with the intent of the Contract Documents. Such changes may be affected by Field Order or by other written order. Such changes shall be binding on the Contractor.

Section 11. CLAIMS AND DISPUTES

11.1. A Claim is a demand or assertion by one of the parties seeking an adjustment or interpretation of the terms of the Contract Documents, payment of money, extension of time or other relief with respect to the terms of the Contract Documents. The term "Claim" also includes other disputes and matters in question between County and Contractor arising out of or relating to the Contract Documents. The responsibility to substantiate a Claim shall rest with the party making the Claim.

11.2. Claims by the Contractor shall be made in writing to the County within forty-eight (48) hours after the first day of the event giving rise to such Claim or else the Contractor shall be deemed to have waived the Claim. Written supporting data shall be submitted to the County within fifteen (15) calendar days after the occurrence of the event, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived the Claim. All claims shall be priced in accordance with the provisions of Subsection 10.4.

11.3. The Contractor shall proceed diligently with its performance as directed by the County, regardless of any pending Claim, action, suit or administrative proceeding, unless otherwise agreed to by the County in writing. County shall continue to make payments in accordance with the Contract Documents pending Claim.

Section 12. OTHER WORK

12.1. County may perform other work related to the Project at the site by County's own forces, have other work performed by utility owners or let other direct contracts. If the fact that such other work is to be performed is not noted in the Contract Documents, notice thereof will be given to Contractor. If Contractor believes that such performance will involve additional expense to Contractor or require additional time, Contractor shall send written notice of that fact with specific details of anticipated costs and delays to County within forty-eight (48) hours of being notified of

the other work. Written supporting data of actual need for additional time or additional expense, shall be submitted to the County within fifteen (15) calendar days after completion of other work, unless the County grants additional time in writing, or else the Contractor shall be deemed to have waived any right which Contractor may have had to request a time extension or adjustment to the Contract Amount.

12.2. Contractor shall afford each utility owner and other contractor (or County, if County is performing the additional work with County's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work and shall properly connect and coordinate its Work with theirs. Contractor shall do all cutting, fitting and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the County and the others whose work will be affected.

12.3. If any part of Contractor's Work depends for proper execution or results upon the work of any other contractor or utility owner (or County), Contractor shall inspect and promptly report to County in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report will constitute an acceptance of the other work as fit and proper for integration with Contractor's Work.

Section 13. INDEMNIFICATION AND INSURANCE

13.1 Contractor shall pay on behalf of or indemnify and hold harmless County and its agents, officers and employees from and against all liabilities, damages, losses, and costs, including attorney's and paralegal fees, incurred by County to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by anyone for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. Contractor's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Contractor or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor, and Contractor shall not be required to pay on behalf of or indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's fees and paralegal fees.

County and Contractor agree one percent (1%) of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement.

Contractor agrees that such indemnification by Contractor relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any applicable statutes of limitations thereafter. Contractor's obligation to indemnify shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

13.2 Contractor shall obtain and carry, at all times during its performance under the Contract Documents, insurance of the types and in the amounts set forth in Exhibit C to the Agreement.

All insurance policies shall be from responsible companies duly authorized to do business in the State of Florida and/or responsible risk retention group insurance companies, which are registered with the State of Florida. All commercial insurance carriers providing the Contractor with required insurance shall be a minimum financial size category of VII according to the AM Best Rating Guide, latest edition. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Within ten (10) calendar days after Notice of Award is received by Contractor and prior to the commencement of work, Contractor shall provide County with properly executed Certificates of Insurance to evidence Contractor's compliance with the insurance requirements of the Contract Documents. Said Certificates of Insurance shall be on forms approved by County, such as "Acord Form 25". The Certificates of Insurance shall be personally, manually signed by the authorized representatives of the insurance company/companies shown on the Certificates of Insurance, with proof that they are authorized representatives thereof. Certificates of Insurance shall be mailed to Escambia County in care of: Purchasing Manager, Purchasing Division, P.O. Box 1591, Pensacola, Florida 32597-1591. In addition, certified, true and exact copies of all insurance policies required hereunder shall be provided to County, on a timely basis, when requested by County.

13.3 The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days' prior written notice by registered or certified mail shall be given County of any cancellation, intent not to renew, or reduction in the policies or coverages, except in the application of the aggregate limits provisions. In the event of a reduction in the aggregate limit of any policy, Contractor shall immediately take steps to have the aggregate limit reinstated to the full extent permitted under such policy.

13.4 All insurance coverages of the Contractor shall be primary to any insurance or self-insurance program carried by the County applicable to this Project. The acceptance by County of any Certificate of Insurance does not constitute approval or agreement by the County that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with the requirements of the Contract Documents. No work shall commence at the Project site unless and until the required Certificates of Insurance are received by the County.

13.5 Contractor shall require each of its subcontractors to procure and maintain, until the completion of the subcontractor's work, insurance of the types and to the limits specified in **Exhibit C**, unless such insurance requirements for the subcontractor is expressly waived in writing by the County. All liability insurance policies, other than professional liability, worker's compensation and employer's liability policies, obtained by Contractor to meet the requirements of the Contract Documents shall name Escambia County as an additional insured and shall contain Severability of Interest provisions. Escambia County shall also be designated as certificate holder with the address of P. O. Box 1591, Pensacola, Florida 32597-1591. If any insurance provided pursuant to the Contract Documents expires prior to the completion of the Work, renewal Certificates of Insurance and, if requested by County, certified, true copies of the renewal policies shall be furnished by Contractor within thirty (30) days prior to the date of expiration.

13.6 All liability policies shall be underwritten on the "occurrence" basis, unless otherwise approved in writing by the County Division of Risk Management. "Claims made" policies, if approved by the Risk Manager, and subsequent insurance certificates shall provide a "retro-date" which shall include the effective date of the contract. "Claims-made" renewals or carrier and policy replacements shall reflect the original "retro-date."

13.7 Should at any time the Contractor not maintain the insurance coverages required herein, the County may terminate the Agreement or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The County shall be

under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the County to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract Documents.

13.8 Contractor shall submit to County a copy of all accident reports arising out of any injuries to its employees or those of any firm or individual to whom it may have subcontracted a portion of the Work, or any personal injuries or property damages arising or alleged to have arisen on account of any work by Contractor under the Contract Documents.

13.9 Duty to Provide Legal Defense. Contractor shall pay for and provide a legal defense for the County, which shall include attorneys' fees and costs, both of which will be done only if and when requested by the County, for all liabilities, damages, losses, and costs as described in paragraph 13.1 above. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Section 14. COMPLIANCE WITH LAWS

14.1 Contractor agrees to comply, at its own expense, with all federal, state and local laws, codes, statutes, ordinances, rules, regulations and requirements applicable to the Project, including but not limited to those dealing with taxation, worker's compensation, equal employment and safety. If Contractor observes that the Contract Documents are at variance therewith, it shall promptly notify County in writing. Compliance with the above laws shall include but is not limited to: (1) the Occupational Safety and Health Act, 29 CFR 1910 and 1926, respectively, General Industry Standards and Construction Industry Standards, including regulations regarding Trenching and Shoring; (2) the Florida Workers' Compensation Law, Chapter 440, Florida Statutes; (3) Rules 38F and 38I, Florida Administrative Code; and (4) Section 102, Standard Specifications for Road and Bridge Construction, Florida Department of Transportation.

14.2 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY): In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

Section 15. CLEANUP AND PROTECTIONS

15.1. Contractor agrees to keep the Project site clean at all times of debris, rubbish and waste materials arising out of the Work. At the completion of the Work, Contractor shall remove all debris, rubbish and waste materials from and about the Project site, as well as all tools, appliances, construction equipment and machinery and surface materials, and shall leave the Project site clean and ready for occupancy by County. Non-compliance with directives of this section may serve as a basis of rejection of Application for Payment.

15.2. Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the Contract Documents to be removed or altered, shall be protected by Contractor from damage during the prosecution of the Work. Any such improvements so damaged shall be restored by Contractor to the condition equal to that existing at the time of Contractor's commencement of the Work.

Section 16. ASSIGNMENT

16.1. Contractor shall not assign this Agreement or any part thereof, without the prior consent in writing of County. If Contractor does, with approval, assign this Agreement or any part thereof, it shall require that its assignee be bound to it and to assume toward Contractor all of the obligations and responsibilities that Contractor has assumed toward County.

Section 17. PERMITS, LICENSES AND TAXES

17.1. Except as noted in paragraph 17.2 below, all permits and licenses necessary for the prosecution of the Work shall be procured and paid for by Contractor. All permits or fees, including but not limited to, all license fees, permit fees, impact fees or inspection fees payable by Contractor to County have been disclosed to Contractor in the bidding documents or other request for proposal at the time the Project was let for bid. If Contractor performs any Work without obtaining, or contrary to, such permits or licenses, Contractor shall bear all costs arising there from. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work.

17.2. Permits required for the Work from FDOT, FDEP, the Army Corps of Engineers, and any archeological permitting agency will be paid for and obtained by the County.

17.3. Contractor shall pay all sales, consumer, use and other similar taxes associated with the Work or portions thereof, which are applicable during the performance of the Work.

Section 18. TERMINATION FOR DEFAULT

18.1. Contractor shall be considered in material default of the Agreement and such default shall be considered cause for County to terminate the Agreement, in whole or in part, as further set forth in this Section, if Contractor: (1) fails to begin the Work under the Contract Documents within the time specified herein; or (2) fails to properly and timely perform the Work as directed by the County or as provided for in the approved Progress Schedule; or (3) performs the Work unsuitably or neglects or refuses to remove materials or to correct or replace such Work as may be rejected as unacceptable or unsuitable; or (4) discontinues the prosecution of the Work; or (5) fails to resume Work which has been suspended within a reasonable time after being notified to do so; or (6) becomes insolvent or is declared bankrupt, or commits any act of bankruptcy; or (7) allows any final judgment to stand against it unsatisfied for more than ten (10) days; or (8) makes an assignment for the benefit of creditors; or (9) fails to obey any applicable codes, laws,

ordinances, rules or regulations with respect to the Work; or (10) materially breaches any other provision of the Contract Documents.

18.2. County shall notify Contractor in writing of Contractor's default(s). If County determines that Contractor has not remedied and cured the default(s) within seven (7) calendar days following receipt by Contractor of said written notice, then County, at its option, without releasing or waiving its rights and remedies against the Contractor's sureties and without prejudice to any other right or remedy it may be entitled to hereunder or by law, may terminate Contractor's right to proceed under the Agreement, in whole or in part, and take possession of all or any portion of the Work and any materials, tools, equipment, and appliances of Contractor, take assignments of any of Contractor's subcontracts and purchase orders, and complete all or any portion of Contractor's Work by whatever means, method or agency which County, in its sole discretion, may choose.

18.3. If County deems any of the foregoing remedies necessary, Contractor agrees that is shall not be entitled to receive any further payments hereunder until after the Project is completed. All monies expended and all of the costs, losses, damages and extra expenses, including all management, administrative and other overhead and other direct and indirect expenses (including attorneys' fees) or damages incurred by County incident to such completion, shall be deducted from the Contract Amount, and if such expenditures exceed the unpaid balance of the Contract Amount, Contractor agrees to pay promptly to County on demand the full amount of such excess, including costs of collection, attorney's fees (including appeals) and interest thereon at the maximum legal rate of interest until paid. If the unpaid balance of the Contract Amount exceeds all such costs, expenditures and damages incurred by the County to complete the Work, such excess shall be paid to the Contractor. The amount to be paid to the Contractor or County, as the case may be, and this obligation for payment shall survive termination of the Agreement.

18.4. The liability of Contractor hereunder shall extend to and include the full amount of any and all sums paid, expenses and losses incurred, damages sustained, and obligations assumed by County in good faith under the belief that such payments or assumptions were necessary or required, in completing the Work and providing labor, materials, equipment, supplies, and other items therefore or re-letting the Work, in settlement, discharge or compromise of any claims, demands, suits, and judgments pertaining to or arising out of the Work hereunder.

18.5. If, after notice of termination of Contractor's right to proceed pursuant to this Section, it is determined for any reason that Contractor was not in default, or that its default was excusable, or that County is not entitled to the remedies against Contractor provided herein, then Contractor's remedies against County shall be the same as and limited to those afforded Contractor below under Subsection 19.1, Termination for Convenience.

18.6. If the Contractor refuses to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Contractor in conjunction with this Agreement then the County may, without prejudice to any right or remedy and after giving the Contractor and his surety, if any, seven (7) days' written notice, during which period Contractor still fails to allow access, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon, owned by the Contractor, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Project is finished. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Contractor (excluding monies owed the Contractor for subcontract work).

Section 19. TERMINATION FOR CONVENIENCE AND RIGHT OF SUSPENSION

19.1. County shall have the right to terminate this Agreement without cause upon seven (7) calendar days written notice to Contractor. In the event of such termination for convenience, Contractor's recovery against County shall be limited to that portion of the Contract Amount earned through the date of termination, together with any retainage withheld and reasonable termination expenses incurred, but Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages or any anticipated profit on portions of the Work not performed.

19.2. County shall have the right to suspend all or any portions of the Work upon giving Contractor two (2) calendar days' prior written notice of such suspension. If all or any portion of the Work is so suspended, Contractor's sole and exclusive remedy shall be to seek an extension of time to its schedule in accordance with the procedures set forth in the Contract Documents. In no event shall the Contractor be entitled to any additional compensation or damages. Provided, however, if the ordered suspension exceeds three (3) months, the Contractor shall have the right to terminate the Agreement with respect to that portion of the Work which is subject to the ordered suspension.

Section 20. COMPLETION

20.1. Upon receipt of written notice, the County will ascertain whether the work or designated portions thereof are ready for the Engineer's substantial completion inspection. From the Engineer's list of incomplete or unsatisfactory items, a schedule for the County's review will be prepared for their completion indicating such completion dates. The County will issue a Certificate of Substantial Completion when the work on the punch list has been accomplished.

20.2. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the County shall promptly make such inspection and, if it finds the work acceptable and fully performed under the Contract Documents, shall promptly issue a Certificate of Final Completion and Recommendation for Payment, stating that, on the basis of observations and inspections, the Work has been completed in accordance with the terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor is due and payable. The final payment shall not become due and payable until Contractor submits: (1) the Release and Affidavit in the form attached as **Exhibit D**, (2) consent of surety to final payment, (3) if required by County, other data establishing payment or satisfaction of all obligations, such as receipts, releases and waivers of liens, arising out of the Contract Documents, to the extent and in such form as may be designated by County, and (4) a published copy of the Notice of Completion as provided for in this section. County reserves the right to inspect the Work and make an independent determination as to the Work's acceptability. Unless and until the County is completely satisfied, the final payment shall not become due and payable.

20.3. After the Work is ready for final inspection and acceptance by the County, a legal advertisement must be published by the Contractor in a local newspaper of a general countywide circulation at least thirty (30) days before final payment shall be made. Example of such publication is as follows:

Legal Notice of Completion

Notice is hereby given that the undersigned Contractor has completed and has ready for acceptance by the Board of County Commissioners of Escambia County, Florida, the following construction project:

_____
(Project Name and Address)

_____
(Legal Name and Address - entity of the Contractor)

Subcontractors, material men, and other persons having payment claims against the Contractor relating to this project should govern themselves accordingly.

Section 21. WARRANTY

21.1. Contractor shall obtain and assign to County all express warranties given to Contractor or any subcontractors by any material men supplying materials, equipment or fixtures to be incorporated into the Project. Contractor warrants to County that any materials and equipment furnished under the Contract Documents shall be new unless otherwise specified, and that all Work shall be of good quality, free from all defects and in conformance with the Contract Documents. Contractor further warrants to County that all materials and equipment furnished under the Contract Documents shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricators, suppliers or processors except as otherwise provided for in the Contract Documents. If, within two (2) years after substantial completion and acceptance, any Work is found to be defective or not in conformance with the Contract Documents, Contractor shall correct it promptly after receipt of written notice from County. Contractor shall also be responsible for and pay for replacement or repair of adjacent materials or Work, which may be damaged as a result of such replacement or repair. These warranties are in addition to those implied warranties to which County is entitled as a matter of law. The Performance Bond shall remain in full force and effect throughout the two (2) year Warranty Period.

Section 22. PROJECT LAYOUT AND CONTROL

22.1. Engineer will provide survey control, referencing beginning and ending stations, P.C.'s, P.T.'s and intermediate stations at 500 foot intervals. Staking is to be set along control line (base line or centerline of right-of-way, as indicated on plans) or at an offset determined by the Engineer. Bench Marks will be provided at intervals no greater than 1000 feet. The Engineer at the Contractor’s expense shall replace any of these points, which are disturbed or destroyed by the Contractor.

22.2. Contractor shall employ a competent Engineer or Land Surveyor licensed in the State of Florida familiar with construction control procedures to lay out all other parts of the work, and to establish all points, grades and levels necessary to locate the work. The Contractor shall be held responsible for all mistakes that may be caused by his incorrect layout and grade spotting work, or caused by the loss or disturbance of the Engineer's layout work.

22.3. Should the Contractor in the course of the work find that the points, grades, and levels which are shown upon the Drawings are not conformable to the physical conditions of the locality at the proposed work or structure, he shall immediately inform the Engineer of the discrepancy between the actual physical conditions of the locality of the proposed work, and the points, grades and levels which are shown on the Drawings. No claim shall be made by the Contractor against the Owner for compensation or damage by reasons for failure of the Engineer to represent upon said Drawings, points, grades and levels conformable to the actual physical conditions of the locality of the proposed work.

Section 23. TESTS AND INSPECTIONS

23.1. County, its respective representatives, agents and employees, and any governmental agencies with jurisdiction over the Project shall have access at all times to the Work, whether the Work is being performed on or off of the Project site, for their observation, inspection and testing. Contractor shall provide proper, safe conditions for such access. Contractor shall provide County with timely notice of readiness of the Work for all required inspections, tests or approvals.

23.2. If the Contract Documents or any codes, laws, ordinances, rules or regulations of any public authority having jurisdiction over the Project requires any portion of the Work to be specifically inspected, tested or approved, Contractor shall assume full responsibility therefore, pay all costs in connection therewith and furnish County the required certificates of inspection, testing or approval. All inspections, tests or approvals shall be performed in a manner and by organizations acceptable to the County.

23.3. If any Work that is to be inspected, tested or approved is covered without written concurrence from the County, such work must, if requested by County, be uncovered for observation. Such uncovering shall be at Contractor's expense unless Contractor has given County timely notice of Contractor's intention to cover the same and County has not acted with reasonable promptness to respond to such notice. If any Work is covered contrary to written directions from County, such Work must, if requested by County, be uncovered for County's observation and be replaced at Contractor's sole expense.

23.4. Neither observations by the County nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

23.5. Prior to payment for any Work for which testing is specified, Contractor shall provide the County a copy of reasonably acceptable test results relating to such work as required by the technical specifications of the solicitation.

Section 24. DEFECTIVE WORK

24.1. Work not conforming to the requirements of the Contract Documents shall be deemed defective Work. If required by County, Contractor shall, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the defective Work has been rejected by County, remove it from the site and replace it with acceptable Work. Contractor shall bear all direct, indirect and consequential costs of such correction or removal (including, but not limited to fees and charges of engineers, architects, attorneys and other professionals) made necessary thereby, and shall hold County harmless for same.

24.2. If the County considers it necessary or advisable that covered Work be observed by County or inspected or tested by others, Contractor, at County's request, shall uncover, expose or otherwise make available for observation, inspection or tests as County may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing and of satisfactory reconstruction (including, but not limited to, fees and charges of engineers, architects, attorneys and other professionals), and County shall be entitled to an appropriate decrease in the Contract Amount. If, however, such Work is not found to be defective, Contractor shall be allowed an increase in the Contract Amount and/or an extension of the Contract Time, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction.

24.3. If any portion of the Work is defective, or Contractor fails to supply sufficient skilled workers with suitable materials or equipment, or fails to finish or perform the Work in such a way that the completed Work will conform to the Contract Documents, County may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of County to stop the Work shall not give rise to any duty on the part of County to exercise this right for the benefit of Contractor or any other party.

24.4. Should the County determine, at its sole opinion, it is in the County's best interest to accept defective Work, the County may do so. Contractor shall bear all direct, indirect and consequential costs attributable to the County's evaluation of and determination to accept defective Work. If such determination is rendered prior to final payment, a Change Order shall be executed evidencing such acceptance of such defective Work, incorporating the necessary revisions in the Contract Documents and reflecting an appropriate decrease in the Contract Amount. If the County accepts such defective Work after final payment, Contractor at the discretion of the County shall promptly pay County an appropriate amount to adequately compensate County for its acceptance of the defective Work or shall increase in the Work's warranty period beyond two (2) years.

24.5. If Contractor fails, within a reasonable time after the written notice from County, to correct defective Work or to remove and replace rejected defective Work as required by County, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any of the provisions of the Contract Documents, County may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, County may exclude Contractor from any or all of the Project site, take possession of all or any part of the Work, and suspend Contractor's services related thereto, take possessions of Contractor's tools, appliances, construction equipment and machinery at the Project site and incorporate in the Work all materials and equipment stored at the Project site or for which County has paid Contractor but which are stored elsewhere. Contractor shall allow County, and their respective representatives, agents, and employees such access to the Project site as may be necessary to enable County to exercise the rights and remedies under this Subsection. All direct, indirect and consequential costs of

County in exercising such rights and remedies shall be charged against Contractor, and a Change Order shall be issued, incorporating the necessary revisions to the Contract Documents, including an appropriate decrease to the Contract Amount. Such direct, indirect and consequential costs shall include, but not be limited to, fees and charges of engineers, architects, attorneys and other professionals, all court and arbitration costs and all costs of repair and replacement of work or others destroyed or damaged by correction, removal or replacement of Contractor's defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by County of County's rights and remedies hereunder.

Section 25. SUPERVISION AND SUPERINTENDENTS

25.1. Contractor shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be responsible to see that the finished Work complies accurately with the Contract Documents. Contractor shall keep on the Work at all times during its progress a competent resident superintendent acceptable to the County, who shall not be replaced without prior written notice to County except under extraordinary circumstances. The resident superintendent shall possess Florida Department of Transportation approved training and certifications applicable to the Work, including but not limited to National Pollutant Discharge Elimination System (NPDES) Stormwater Management and Maintenance of Traffic Control Devices. The superintendent shall be Contractor's representative at the Project site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to the Contractor. County shall have the right to direct Contractor to remove and replace its Project superintendent, with or without cause.

Section 26. PROTECTION OF WORK

26.1. Contractor shall fully protect the Work from loss or damage and shall bear the cost of any such loss or damage until final payment has been made. If Contractor, or any one for whom Contractor is legally liable, is responsible for any loss or damage to the Work, or other work or materials of County or County's separate contractors, Contractor shall be charged with the same, and any monies necessary to replace such loss or damage shall be deducted from any amounts due Contractor.

26.2. Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Section 27. EMERGENCIES

27.1. In the event of an emergency affecting the safety or protection of persons or the Work or property at the Project site or adjacent thereto, Contractor, without special instruction or authorization from County is obligated to act to prevent threatened damage, injury or loss. Contractor shall give County written notice within forty-eight (48) hours after the occurrence of the emergency, if Contractor believes that any significant changes in the Work or variations from the Contract Document have been caused thereby. If the County determines that a change in the Contract Documents is required because of the action taken in response to an emergency, a Change Order shall be issued to document the consequences of the changes or variations. If Contractor fails to provide the forty-eight (48) hour written notice noted above, the Contractor shall be deemed to have waived any right it otherwise may have had to seek an adjustment to the Contract Amount or an extension to the Contract Time.

Section 28. USE OF PREMISES

28.1. Contractor shall confine all construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other lands and areas permitted by law, rights of way, permits and easements, and shall not unreasonably encumber the Project site with construction equipment or other material or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof, or any land or areas contiguous thereto, resulting from the performance of the Work.

28.2. Contractor shall provide and maintain in a neat, sanitary condition such accommodation for the use of his employees as may be necessary to comply with the regulations of the State Board of Health or other bodies having jurisdiction. He shall commit no public nuisance.

Section 29. SAFETY

29.1. The Contractor shall designate in writing the individual responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

29.1.1. All employees of the Work and other persons and/or organizations who may be affected thereby;

29.1.2. All the Work and materials and equipment to be incorporated therein, whether in storage on or off the Project site; and

29.1.3. Other property on Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and any underground structures or improvements not designated for removal, relocation or replacement in the contract documents.

29.2. The Contractor shall comply with all applicable codes, laws, ordinances, rules and regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. The Contractor shall erect and maintain all necessary safeguards for such safety and protection. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as the Work is completed and final acceptance of same by County has occurred.

29.3 The Contractor shall designate a responsible representative at the Project site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by the Contractor to the County.

29.4 The Contractor shall adhere at all times to the minimum safety guidelines for construction and renovation projects as set out in **Exhibit C** of this Agreement.

Section 30. PROJECT MEETINGS

Prior to the commencement of Work, the Contractor shall attend a pre-construction conference

with the County to discuss the Progress Schedule, procedures for handling shop drawings and other submittals, and for processing Applications for Payment, and to establish a working understanding among the parties as to the Work. During the prosecution of the Work, the Contractor shall attend any and all meetings convened by the County with respect to the Project, when directed to do so by County. Contractor shall have its subcontractors and suppliers attend all such meetings (including the pre-construction conference) as may be directed by the County.

EXHIBIT 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)
_____
_____ (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: _____

BOND NO. _____

PAYMENT BOND

BY THIS BOND, We, _____
(Insert name, address and phone number of contractor)
_____ (hereinafter called the "Principal") and

_____ (hereinafter called the "Surety"),
(Insert name)
located at _____, a surety insurer
(Insert address and phone number)
chartered and existing under the laws of the State of _____ and authorized to do business

in the State of Florida, are held and firmly bound unto the Board of County Commissioners for Escambia

County, Florida, 221 Palafox Place, Pensacola, Florida 32597-1591, (850) 595-4900, (hereinafter called

the "County") in the sum of _____ ($_____) for

payment of which we bind ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal and County have reached a mutual agreement relating to Contract No._____

(hereinafter referred to as the "Contract") as of _____ (the bid award date for projects thereto)

for the purpose of _____

(Insert name of project, including legal description, street address of property and general description of improvement.)
_____

_____

_____

said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Performs the contract dated _____, _____, between Principal and County for construction of _____, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and

3. Pays County all loses, damages, expenses, costs, and attorney's fees, including appellate proceedings, that the County sustains because of a default by Principal under the contract; and

4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.

Any action instituted by a claimant under this bond for payment must be in accordance with the

notice and time limitation provisions in Section 255.05(2), Florida Statutes.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the County of any extension of time for the performance of the said Contract, or any other forbearance on the part of the County or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. As concerns payment for labor, materials and supplies, as affects certain claimants, no legal action shall be instituted against the Principal or Surety on this Bond after one (1) year from the performance of labor or the completion of delivery of the materials or supplies as is specifically mandated pursuant to Section 255.05, Florida Statutes.

THIS BOND DATED THE _____ DAY OF _____, 20____ (the date of issue by the Surety or by the Surety's agent and the date of such agents power-of-attorney).

Signed, sealed and delivered
in the presence of:

PRINCIPAL:

_____

_____ By:_____

Name:_____

_____ Its:_____

Witnesses as to Principal

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____, of _____, a _____ corporation, on behalf of the corporation. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires:

_____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL)

Notary Public, State of _____

Serial No., If Any: _____

ATTEST:

SURETY:_____
(Printed Name)

_____

_____

_____ _____

Witness (Business Address)

_____

_____ (Authorized Signature)

Witness _____

(Printed Name)

OR

_____ _____

As Attorney In Fact (Attach Power)

_____

_____ _____

Witnesses _____

(Business Address)

_____

(Printed Name)

_____

(Telephone Number)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____, as _____ of _____ as Surety, on behalf of Surety. He/she is personally known to me **OR** has produced _____ as identification and did (did not) take an oath.

My Commission Expires: _____

(Signature)

Name:_____

(Legibly Printed)

(AFFIX OFFICIAL SEAL) Notary Public, State of _____

Serial No., If Any: _____

EXHIBIT C
INSURANCE AND SAFETY

INSURANCE - BASIC COVERAGES REQUIRED

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

Workers Compensation Coverage
The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease, or a valid

certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile And Excess Or Umbrella Liability Coverage

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.
Minimum limits of $1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required
Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability Coverage
Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

Excess or Umbrella Liability Coverage
Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance
Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be

considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of $1,000.
4. Designate Escambia County as the certificate holder as follows:
   Escambia County
   Attention: Paul R. Nobles, Purchasing Manager
   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(Id-Ib) where:

Pa ' Adjusted unit price for Bituminous Material. (To be calculated separately for each month during which bituminous material is used and will reflect an increased or decreased price.)

Pb ' Bid unit price for Bituminous Material.

Id ' Asphalt Price Index during the month in which the material is incorporated into the project.

Ib ' Asphalt Price Index during the month in which bids were received for this contract.

1.6. The County will determine the Asphalt Price Index for each month. The Index shall be determined by averaging quotations in effect on the first day of the month at all terminals, which could reasonably be expected to furnish bituminous material to projects in the State of Florida.

1.7. A price adjustment will be made only when the current Asphalt Price Index varies by 5% or more from the Index that was applicable when bids were received or 5% or more from when the last previous adjustment was made.

The Asphalt Price Index to be used by the County will be that used by the Florida Department of Transportation, as available from them after the 15th of each month.

ESCAMBIA COUNTY
FLORIDA

INVITATION TO BID

MUSCOGEE ROAD RESURFACING JACKS BRANCH TO NOWAK
SPECIFICATION NUMBER PD 19-20.042

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, April 08, 2020
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building

A non-mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at **1:00 PM CDT, March 24, 2020**

Board of County Commissioners
Steven Barry, Chairman
Robert D. Bender, Vice Chairman
Jeff Bergosh
Lumon J. May
Douglas B. Underhill

From:
Paul R. Nobles
Purchasing Manager

Assistance:
Paul Nobles
Purchasing Manager
Office of Purchasing
2nd Floor, Matt Langley Bell, III Building
213 Palafox Place
Pensacola, FL 32502
Telephone: 850-595-4918
E-Mail: PRNobles@myescambia.com

SPECIAL ACCOMMODATIONS:
Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing (850-595-4980) at least five (5) working days prior to the solicitation opening.

Notice

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee Vendor until such time as the contract is executed by the last party to the transaction.

NOTICE

In accordance with Sec. 46-110(e) of the Escambia Code of Ordinances, all bid solicitation documents shall include the following notice to Vendors of the local Vendor preference policy:

Sec. 46-110.-Local Preference in Bidding

a) Legislative Intent:

The Escambia County Board of County Commissioners finds that local businesses are often at a disadvantage when competing with other non-local businesses in that the cost of doing business in Escambia County is higher than other areas of the state and giving local businesses a preference in the procurement of goods and services serves a compelling public purpose for the benefit of the taxpayer and residents of Escambia County as such preference encourages local industry, employment opportunities, and increases the County's overall tax base.

b) "Local Business" Defined:

For the purposes of this section, "Local Business" shall mean a business which meets all of the following criteria:

1. Has had a fixed office or distribution point located in and having a street address within Escambia County of Santa Rosa County for at least one (1) year immediately prior to the issuance of the request for competitive bids by the County. The fixed office or distribution point must be staffed by at least one (1) employee. Post Office boxes are not verifiable and shall not be used for the purpose of establishing a physical address, and

2. Holds any business license required by Escambia County or Santa Rosa County, and

3. Is the principal Offeror who is a single Offeror; a business which is the prime Contractor and not a Sub-Contractor, or a partner, or joint venture submitting an offer in conjunction with other businesses.

c) Certification:

Any Vendor claiming to be a local business as defined above shall so certify in writing to the Escambia County Office of Purchasing. The certification shall provide all necessary information to meet the requirements provided herein. The purchasing agent shall not be required to verify the accuracy of any such certification and shall have the sole discretion to determine if a Vendor meets the definition of a "Local Business."

d) Preference in Purchase of Commodities and Services by Means of Competitive Bid:

Except where federal or state law, or any other funding source, mandates to the contrary, Escambia County may give preference to local businesses in the following manner:

Competitive Bid (Local Price Match Option): Each formal competitive bid solicitation (i.e. sealed bids) shall clearly identify how the price order of the bids received will be evaluated and determined.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $50,000.00 and $249,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **Community Redevelopment Area (CRA)** is within **seven percent (7%)** of the price submitted by the non-local business, then the local business located in a designated CRA with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualifies and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses is within **three percent (3%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount between $250,000.00 and $999,999.99, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **five percent (5%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses is within **two percent (2%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

When a qualified and responsive, non-local business submits the lowest price bid amount in excess of $1,000,000.00, and the bid submitted by one or more qualified and responsive local businesses with a fixed office or distribution point located in a designated **CRA** is within **four percent (4%)** of the price submitted by the non-local business, then the local business with the apparent lowest bid offer (i.e., the lowest local bidder) shall have the opportunity to submit an offer to match the price(s) offered by the overall lowest, qualified and responsive non-local bidder.

In such instances, staff shall first verify whether the lowest non-local bidder and the lowest local bidder are in fact qualified and responsive bidders. Next, the purchasing department shall invite the lowest local bidder in writing to submit a matching offer which shall be submitted in writing to the Escambia County Office of Purchasing within five (5) business days thereafter.

If the lowest local bidder does not respond or otherwise submits a written offer that does not

fully match the lowest bid from the lowest non-local bidder tendered previously then award shall be made to the lowest overall qualified and responsive non-local bidder.

In the event a local bidder is awarded a contract pursuant to this section, any requests for change orders increasing the cost of the project must be approved by the Escambia County Board of County Commissioners.

e) Notice:

All bid solicitation documents shall include notice to Vendors of the local preference policy.

f) Waiver of the Application of Local Preference:

The application of local preference to a particular purchase or contract for which the Board of County Commissioners is the awarding authority may be waived upon approval of the Board of County Commissioners.

g) Limitations:

1. The provisions of this section shall apply only to procurements which are above the formal bid threshold as set forth in the Escambia County Purchasing Code.

2. The provisions of this section shall not apply where prohibited by federal or Florida law, or where prohibited under the conditions of any grant.

3. The provisions of this section shall not apply to any purchase exempted from the provisions of the Escambia County Purchasing Code.

4. The provisions of this section shall not apply to contracts made under the Consultants Competitive Negotiation Act (CCNA), F.S. § 287.055.

h) Penalties:

1. Misrepresentation:

A Vendor who misrepresents the local preference status of its firm in a bid or proposal submitted to the County will lose the privilege to claim local preference status for a period of up to one (1) year from the date of the award of the contract or upon completion of the contract, whichever is greater.

2. Failure to Maintain Local Business Preference Qualifications:

Any Vendor that does not maintain its local preference status resulted in the awarded contract shall be in breach of contract and will be subject to termination of the contract, suspension of payments under the contract, and loss of the local preference status on the contract awarded.

3. Lack of Good Faith:

The Contractor or firm may show that it attempted through reasonable and objective means and in good faith to comply with the terms of the contract relating to local businesses but was unable to comply. If the County determines that the Contractor or firm did not act in good faith, all amounts paid to the Contractor or firm under the

County contract intended for expenditure with the local business shall be forfeited and recoverable by the County. In addition, the contract may be rescinded, and the County may return all or a portion of the goods received and recover all amounts paid under the contract for the goods which were returned.

Effective July 1, 2015, the County **may not** use a local preference for a "competitive solicitation for **construction services** in which **fifty percent (50%) or more** of the cost will be paid from state appropriated funds which have been appropriated at the time of the competitive solicitation." For any such solicitation, the County must disclose in the bid package that "any applicable local ordinance or regulation does not include any local preference…" See §255.0991, Florida Statutes.

ESCAMBIA COUNTY, FLORIDA
INVITATION TO BID
BIDDER'S CHECKLIST
Muscogee Road Resurfacing Jacks Branch to Nowak
SPECIFICATION PD 19-20.042

HOW TO SUBMIT YOUR BID:
Please review this document carefully. Offers that are accepted by the County are binding contracts. **Incomplete bids are not acceptable.** All documents and submittals shall be received by the Office of Purchasing on or before the date and hour specified for receipt. Late bids will be returned unopened.

* *Documents submitted with Bids are to be on the forms provided in the Invitation to Bid and photocopies of other required documents.*

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
- Solicitation, Offer, and Bid Form. The Bid Form must contain an original signature in indelible ink. Bids with photocopies or scanned signatures will not be accepted.
- Bid Surety (bond, check, etc.)

THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH THE BID:
- Sworn Statement Pursuant to Section 287.133(3)(A), Florida Statutes on Entity Crimes.
- Drug-Free Workplace Form.
- Information Sheet for Transactions and Conveyances Corporate Identification.
- Certificate of Authority to do Business from the State of Florida.
- Occupational License.
- Florida Department of Business and Professional Regulation – License(s), Certification(s), and/or Registration(s).

BEFORE YOU SUBMIT YOUR BID, HAVE YOU:
Placed your bid with all required submittal items in a sealed envelope, clearly marked for specification number, project name, name of bidder, and due date and time of bid receipt?

THE FOLLOWING DOCUMENTS ARE REQUIRED UPON NOTICE OF AWARD:
- Certificate of Insurance
- Payment and Performance Bonds

HOW TO SUBMIT A NO BID:
If you do not wish to bid at this time, please remove the Solicitation, Offer, and Bid Form from the Bid Package and enter No Bid in the "Reason for No Offer" block, your company's name, address, signature, and return the Solicitation, Offer, and Bid Form in a sealed envelope. This will ensure your company's active status in our Bidder's list.

This form is for your convenience to assist in filling out your bid.
Do not return this form with your bid.

Muscogee Road Resurfacing Jacks Branch to Nowak
PD 19-20.042

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Forms marked with an (* Asterisk) must be returned with the Bid.
Forms marked with a (** Double Asterisk) should be returned with the Bid.

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SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM

Submit Offers to:
Paul Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

INVITATION TO BID

Muscogee Road Resurfacing Jacks Branch to Nowak

Solicitation Number PD 19-20.042

Solicitation

MAILING DATE: 03/09/2020
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 1:00 PM CDT, March 24, 2020.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, April 08, 2020, 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 Escambia 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 Escambia County Office of Purchasing. Protests 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: (___) _____
Toll Free: (___) _____
Fax: (____) _____

Bid Bond Attached:
$_____

_____
(Name and Title of Person Authorized to Sign Offer)

I certify that this offer is made without prior understanding, agreement, or connection, with any Corporation, firm or person submitting an offer for the same materials, supplies, or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this offer and certify that I am authorized to sign this offer for the Offeror and that the Offeror is in compliance with all requirements of the solicitation, including but not limited to certification requirements. In submitting an offer to Escambia County Florida, the Offeror agrees that if the offer is accepted, the Offeror will convey, sell, assign or transfer to Escambia County Florida all rights title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by Escambia County Florida. At the County's discretion, such assignment shall be made and become effective at the time the County tenders final payment to the Offeror.

***** _____
Signature of Person Authorized to Sign Offer
(Original Signature Required)

**** Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.***

Bid Form

Item	Description	Qty	Units	Unit Cost	Extension
1	Mobilization, 46 + Miles	1	LS		
2	MOT (Plans, Signs, flagman, etc.)	1	LS		
3	Provide 3" of Fill Along Shoulders	5741	SY		
4	Disk Up Existing Turf and Redress To Grade to match final wearing surface elevation allowing water to sheet flow from final wearing course (Does not include Seed and Mulch)	5741	SY		

Item	Description	Qty	Units	Unit Cost	Extension
5	2.5" County Spec 2500 Type SP 12.5 Asphalt Structure Course	18477	SY		
6	2" FDOT Spec 2500 Type SP 12.5 76-22 Asphalt Wearing Course	18477	SY		
7	Mill Existing Asphalt 2"	18477	SY		
8	Temporary Striping (To include all edge lines, center lines, messages, arrows, and other required markings to be installed after each days production.)	1	LS		
9	Thermoplastic Striping (To include all edge lines, center lines, messages, arrows, RPMs and other required markings to be installed after each days production.)	1	LS		
10	Argentine Bahia Sod, Staked	5741	SY		
		Total Bid			

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes ___ No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. _____ Date _____ Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
_____

Occupational License # _____

Florida DBPR Contractor's License, Certification, and/or Registration #
_____

Type of Contractor's License, Certification, and/or Registration _____

Expiration Date: _____

County Permits/Fees Required for this Project:
None Known

Person to Contact Concerning This Bid:

Name: _____

Phone: _____

E-Mail: _____

Person to Contact for Emergency Service:

Name: _____

Phone: _____

E-Mail: _____

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be substantially completed within **One Hundred Fifty (150) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **One Hundred Eighty (180) consecutive calendar days** from the date of Substantial Completion, which is Notice to Proceed. **Liquidated damages of $1000 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1.

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to _____
(Print Name of Public Entity)

By _____
(Print Individual's Name and Title)

For _____
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

_____

_____

And (if applicable) its Federal Employer Identification Number (FEIN) is:

_____

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this _____ day of _____,
20_____. Personally known _____
OR produced identification _____ Type of Identification: _____
Notary Public: State of _____

My Commission Expires: _____

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that _____ does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

_____ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

_____

Offeror's Signature

_____

Date

Information Sheet for Transactions and Conveyances
Corporate Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: Yes or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: "For Profit" or "Not for Profit"

Is it in good standing: Yes or No

Authorized to transact business in Florida: Yes or No

State of Florida Department of State Certificate of Authority Document Number:
_____

Does it use a registered fictitious name: Yes or No

Names of Officers:
President: _____ Secretary: _____
Vice President: _____ Treasurer: _____
Director: _____ Director: _____
Other: _____ Other: _____

Name of Corporation (As Used in Florida)

_____
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: _____
City, State, Zip: _____

Street Address: _____
City, State, Zip: _____

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification

Federal Identification Number:

_____

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

_____

E-Mail: _____ **Telephone:** _____
Facsimile: _____

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

_____

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

_____

END

_____

Verified by: _____ Date: _____

ESCAMBIA COUNTY, FLORIDA GENERAL TERMS and CONDITIONS

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid Information below), by telephoning the Office of Purchasing at 850-595-4980, or by fax at 850-595-4806.

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 «BidderProposer»'s Solicitation, Offer, and «BidProposal» Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

BID INFORMATION: See Escambia County Office of Purchasing web site at https://myescambia.com/our-services/purchasing then click "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. Non-Conformation 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

The following General Terms and Conditions are incorporated by reference (Continued)

22. Facilities
23. Distribution of Certification of Contract
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
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 judgement is from the lowest, 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 or delivered to the Office of Purchasing, 2nd Floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, FL 32502, in a sealed envelope clearly marked:

Specification Number PD 19-20.042, "Muscogee Road Resurfacing Jacks Branch to Nowak", Name of Submitting Firm, Time and Date due.
Note: If you are using a courier service (FedEx, Airborne, UPS, etc.) you must mark the air-bill and envelope or box with the 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:

A. 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.

B. Definitions

Blackout Period means the period between the time the «BidProposal»s 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 cancelled.

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.

C. <u>Sanctions</u>

The Board may impose any one or more of the following sanctions on a non-employee for violations of the policy set forth herein:

1) Rejection/Disqualification of Submittal,

2) Termination of Contract; or

3) 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. Scope of Work

This project consists of roadway resurfacing improvements along Muscogee Rd. beginning at Jacks Branch Rd (CR97N) and ending at Nowak Rd. (1.15 miles). This project will consist of the 2" milling of the existing asphalt, the installation of 2.5" County Spec Type SP 12.5 Asphalt Structure Course and 2" of FDOT SP 12.5 76-22 wearing course, temporary striping after each day of production and thermoplastic striping once the paving has been completed. Right of way restoration with appropriate fill material, grading (To allow water to sheet flow of asphalt), sodding, erosion and sediment control, and all other incidental work is included in this project.
Fifty percent (50%) of milling will be retained by the Escambia County Road Department. This work shall be coordinated by the contractor and Escambia County will provide the required trucks to obtain the 50% of milling
International Paper receives approximately 300 log trucks per day, all of which come through this section from Alabama. Due to the number of trips and their loaded weight, a detour is not possible. Therefore, traffic shall remain open during the duration of this project.

Related Documents:
All roadway improvements shall comply with the Escambia County Technical Specifications, latest edition, and all interim standards that apply.
Any reference to FDOT Standard Specifications for Road and Bridge Construction, latest edition, Division 1, General Requirements and Covenants, shall be excluded and not applicable to any specification referred herein or otherwise listed in these documents or in the Escambia County Technical Specifications.

Licenses/Certifications:
Underground Utilities License
Work Zone Safety Traffic Supervisor Certifications
Certified Stormwater Management Inspector

3. Bid Surety

Each offer shall be accompanied by a bid bond, cashier's check or certified check in the amount of **5%** of the total offer.

Checks or bonds are to be made payable to Escambia County, Florida. The amount of the bond or check is the amount of liquidated damages agreed upon should the Offeror fail or refuse to enter into a contract with the County.

A County warrant in the amount of the bid check(s) of the successful Offeror(s) will be returned immediately after the Offeror and the County are mutually bound by contract as evidenced by signatures thereto by an authorized representative of both the Offeror and the County, and/or the Offeror accepts the purchase order by signing the Solicitation, Offer and Bid 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.

4. Bonds

Performance and Payment Bonds
The County **shall** require the successful Offeror(s) to furnish **separate performance and payment bonds** under pledge of adequate surety and covering up to **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.

5. Procurement Questions

Questions shall be directed to Paul Nobles, Purchasing Manager, at prnobles@myescambia.com. Last day for questions will be March 30, 2020 at 5:00 p.m. CDT.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted in a sealed envelope, in duplicate with Original signatures in indelible ink signed in the proper spaces. Responses on Vendor forms will not be accepted.

The Offeror's Checklist included in this Solicitation provides instructions to the Offeror on the documentation to be submitted during the procurement process.

7. Pre-Solicitation Conference

A non-mandatory Pre-Solicitation Conference will be held at the Escambia County Office of Purchasing, 213 Palafox Place, Pensacola, FL 32502 in Conference Room #11.407 on March 24, 2020 at 1:00 PM CDT.

8. Liquidated Damages

Should the awarded Vendor fail to complete the required services or make delivery of the commodities or equipment within the time(s) specified in the contract, or within such additional time(s) as may be granted by Escambia County, the County will suffer damage, the amount of which is difficult, if not impossible to ascertain therefore, the Vendor shall pay to the County, as liquidated damages, the sum of **$1000** for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County will sustain per diem by failure of the Vendor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Vendor.

9. Safety Regulations

Equipment shall meet all state and federal safety regulations for grounding of electrical equipment.

10. Codes and Regulations

The awarded Vendor shall strictly comply with all federal, state and local building and safety codes.

11. 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

12. Warranty

The awarded Vendor shall fully warrant all equipment furnished hereunder against defect in materials and/or workmanship for a period of two (2) years 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 Chief.

13. Debris

Awarded Vendor shall be responsible for the prompt removal of all debris, which is a result of this contractual service.

14. 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.

15. 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 «BidProposal» form(s) to the best of our knowledge.

16. 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.

17. 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.

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.

Non-Contract 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.

A. 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 worker's 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.

B. <u>Workers Compensation Coverage</u>

The contractor shall purchase and maintain worker's compensation insurance for all worker's compensation obligations imposed by state law and with employer's 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.

C. <u>General, Automobile and Excess or Umbrella Liability Coverage</u>

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 $1,000,000.00 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 employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

D. **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.

E. **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.

F. **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.

G. **Evidence/Certificates of Insurance**

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the general liability and business auto liability 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: Paul Nobles, Purchasing Manager
   Office of Purchasing, Room 11.101
   213 S. Palafox Place, 2nd Floor
   Pensacola, FL 32502
   Fax (850) 595-4806

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

23. Indemnification

Contractor agrees to save harmless, indemnify, and defend County and Architect/Engineer and their agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the Work done by Contractor under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted by Contractor or resulting from the use by Contractor, or by any one for whom Contractor is legally liable, of any materials, tools, machinery or other property of County. County and Contractor agree the first $100.00 of the Contract Amount paid by County to Contractor shall be given as separate consideration for this indemnification, and any other indemnification of County by Contractor provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Contractor by Contractor's acceptance and execution of the Agreement. The Contractor's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Contractor agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on the behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

Index of Documents

Standard Construction Contract Documents

(Incorporated by reference and available by contacting the Office of Purchasing (850) 595-4980 or on-line at https://www.myescambia.com/our-services/purchasing, must have ADOBE Reader, on the left side, click Uniform Contract Format, scroll down to Forms, then click Form D – Paving and Drainage Projects to access the Standard Construction Contract Documents).

Agreement Declaration (Revised as indicated by asterisk)

Section 1 *B. Four (4) sets of contract documents
Section 2
Section 3
Section 4
Section 5 *A. Substantially Complete in 150 calendar days
Fully Complete and ready for Final Inspection in 180 calendar days
*B. Liquidated Damages at $1000 for each calendar day
Section 6
Section 7 *A. Escambia County Engineering
3363 West Park Place
Pensacola, FL 32505
Attn: Cooper Saunders, Project Manager
Section 8
Section 9
Section 10
Section 11
Section 12
Section 13

Exhibits (Revised as indicated by asterisk)

A. General Terms and Conditions
*4.4 Four (4) copies of each Application for Payment
*21.1 Two (2) year(s) after final completion
B. Form of Performance and Payment Bond
C. Insurance and Safety Requirements

EXHIBIT H

Muscogee Road Resurfacing Jacks Branch to Nowak
SPECIFICATION PD 19-20.042

TECHNICAL SPECIFICATIONS

See Technical Specifications in attached document on Vendor Registry

EXHIBIT I

Muscogee Road Resurfacing Jacks Branch to Nowak
SPECIFICATION PD 19-20.042

DRAWINGS & PLANS

See Drawings in attached document on Vendor Registry

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 7, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 1 provides for changes in Bid Documents related to Bid delivery and signature:

Until further notice the Office of Purchasing is closed to the public.

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, April 08, 2020
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building

1. **BID OPENING**

Bid Opening will be available through Skype or Call-In Number. A meeting request has been sent to originally notified firms. If you have not received this meeting invitation, please contact our office.

Join Skype Meeting

Join by phone
Toll number: +1 (863) 333-5817,,280891360# (Dial-in Number)
Conference ID: 280891360

2. **BID DELIVERY**

Bids can be uploaded through Vendor Registry (https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration).

If you wish to hand deliver a hard copy of your bid, please call ahead at 850-595-4980 and arrange for a representative of our office to meet you at the front door at the address listed above.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted ~~in a sealed envelope, in duplicate with Original signatures in indelible ink~~ signed in the proper spaces. Responses on Vendor forms will not be accepted.

3. **ORIGINAL SIGNATURE ON BID FORMS**

A. BIDDER'S CHECKLIST

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
Solicitation, Offer, and Bid Form. The Bid Form must contain ~~an original~~ signature ~~in indelible ink. Bids with photocopies or scanned signatures will not be accepted~~.

B. SOLICITATION OFFER AND BID FORM

*_____
Signature of Person Authorized to Sign Offer
(~~Original~~ Signature Required)

* *Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.* **Original Signature Not Required.**

C. SPECIAL TERMS AND CONDITIONS

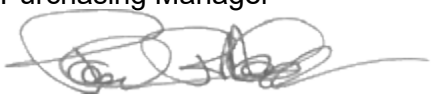
6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted ~~in a sealed envelope, in duplicate with Original signatures in indelible ink~~ signed in the proper spaces. Responses on Vendor forms will not be accepted.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager



Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: _____

Email Preview

Solicitation from Escambia County for PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak

Buyer: Escambia County

Contact: prnobles@myescambia.com

Description:PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak

Deadline: 4/8/2020 local time

Pre-bid meeting:3/24/2020

Contact buyer for the latest addenda to the solicitation.

If you have any questions regarding this solicitation, please contact Paul Nobles at prnobles@myescambia.com.

Open bids for Escambia County can be viewed by clicking here

If you have any other questions regarding this email, please contact us at cservice@vendorregistry.com.

Vendor Registry
844-802-9202 (toll-free)
cservice@vendorregistry.com
www.vendorregistry.com

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OK

Email Preview

Addition to Solicitation from Escambia County for PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak

Buyer: Escambia County

Contact: prnobles@myescambia.com

Description:PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak

Deadline: 4/8/2020 local time

Pre-bid meeting:3/24/2020

An addition named PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak has been added to the solicitation, please use the link below to find solicitation with addition info.

If you have any questions regarding this solicitation, please contact Paul Nobles at prnobles@myescambia.com.

Open bids for Escambia County can be viewed by clicking here

If you have any other questions regarding this email, please contact us at cservice@vendorregistry.com.

Vendor Registry
844-802-9202 (toll-free)
cservice@vendorregistry.com
www.vendorregistry.com

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OK

Public Notice of Recommended Award									
Bid Tabulation	**Solicitation Number:** PD 19-20.042 **Solicitation Name:** Muscogee Road Resurfacing Jacks Branch to Nowak								
Bid Opening Time: 2:00 PM CDT **Bid Opening Date:** 4/8/2020 **Bid Opening Location:** 11.101 **Name of Bidder(s)**		Bid Form Completed & Signed	Bid Bond or Check	Drug-Free Workplace Form	Information Sheet for Transactions & Conveyances	Certificate of Authority to do Business in the State of Florida	Acknowledge-ment of Addenda	Sworn Statement Pursuant to Section 287.133(3)(a), FL Statutes on Entity Crimes	Grand Total
Roads, Inc. of NWF		Y	Y	Y	Y	Y	Y	Y	$458,689.97
C.W. Robert Contracting, Inc.		Y	Y	Y	Y	Y	Y	Y	$523,972.67
Panhandle Grading & Paving, Inc		Y	Y	Y	Y	Y	Y	Y	$590,873.18
Bids Opened By:	Paul Nobles, Purchasing Manager			**Date:**	4/8/2020	**Status:**			
Bids Tabulated By:	Paul Nobles, Purchasing Manager			**Date:**	4/9/2020	**Recommendation to Award**			
Bids Witnessed By:				**Date:**		**CAR Date:**	5/7/2020	**BCC Date:**	5/7/2020

Purchasing Manager/Designee recommends to the BOCC: **To award a contract to:** Roads, Inc. of NWF in the amount of $458,689.97

Pursuant to Section 119.07(3)(M), Florida Statute, all document relating to this tabulation are available for public inspection and copying at the Office of Purchasing.
Notes:

Posted: **04/09/2020 @ 3:00 p.m.** **Form Completed By:** **PRN**

PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak			Vendors	Roads, Inc. of NWF		C.W. Robert Contracting, Inc.		Panhandle Grading & Paving, Inc	
Item	**Description**	**Qty**	**Units**	**Unit Cost**	**Extension**	**Unit Cost**	**Extension**	**Unit Cost**	**Extension**
1	Mobilization, 46 + Miles	1	LS	$10,085.87	$10,085.87	$18,250.00	$18,250.00	$22,510.82	$22,510.82
2	MOT (Plans, Signs, flagman, etc.)	1	LS	$9,007.74	$9,007.74	$26,275.00	$26,275.00	$41,655.00	$41,655.00
3	Provide 3" of Fill Along Shoulders	5741	SY	$1.69	$9,702.29	$1.01	$5,798.41	$1.80	$10,333.80
4	Disk Up Existing Turf and Redress To Grade to match final wearing surface elevation allowing water to sheet flow from final wearing course (Does not include Seed and Mulch)	5741	SY	$0.01	$57.41	$2.13	$12,228.33	$0.50	$2,870.50
5	2.5" County Spec 2500 Type SP 12.5 Asphalt Structure Course	18477	SY	$11.10	$205,094.70	$11.00	$203,247.00	$12.38	$228,745.26
6	2" FDOT Spec 2500 Type SP 12.5 76-22 Asphalt Wearing Course	18477	SY	$9.63	$177,933.51	$10.25	$189,389.25	$11.90	$219,876.30
7	Mill Existing Asphalt 2"	18477	SY	$1.00	$18,477.00	$1.10	$20,324.70	$0.90	$16,629.30
8	Temporary Striping (To include all edge lines, center lines, messages, arrows, and other required markings to be installed after each days production.)	1	LS	$3,976.95	$3,976.95	$12,000.00	$12,000.00	$9,561.20	$9,561.20
9	Thermoplastic Striping (To include all edge lines, center lines, messages, arrows, RPMs and other required markings to be installed after each days production.)	1	LS	$14,307.75	$14,307.75	$20,500.00	$20,500.00	$15,727.00	$15,727.00
10	Argentine Bahia Sod, Staked	5741	SY	$1.75	$10,046.75	$2.78	$15,959.98	$4.00	$22,964.00
			Total Bid		$458,689.97		$523,972.67		$590,873.18

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Roads, Inc. of NWF
106 Stone Boulevard, Cantonment, FL 32533
as Principal, hereinafter called the Principal, and Western Surety Company
151 N. Franklin Street, Chicago, IL 60606
a corporation duly organized under the laws of the State of SD
as Surety, hereinafter called the Surety, are held and firmly bound unto Escambia County FL Board of County Commissioners
as Obligee, hereinafter called the Obligee, in the sum of Five Percent of Amount Bid
Dollars ($ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Muscogee Road Resurfacing Jacks Branch to Nowak. #PD19-20.042.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 8th day of April 2020

Darrin Johnson (Witness)

Roads, Inc. of NWF (Principal) (Seal)

By: Cody Rawson, Pres. (Title)

Paula S. Nelloms (Witness)

Western Surety Company (Surety) (Seal)

By: Attorney-in-Fact Robert Corley McLendon (Title)
& Licensed Resident Agent

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Robert Corley McLendon , Individually

of Pensacola, FL its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

Surety Bond No.: Bid Bond
Principal: Roads, Inc. of NWF
Obligee: Escambia County, FL Board of County Commissioners

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 27th day of February, 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 27th day of February, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
June 23, 2021

J. MOHR
NOTARY PUBLIC
SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of April, 2020.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Paul R. Nobles/Purchasing Manager
Office of Purchasing

April 7, 2020

To: All Known Prospective Bidders

ADDENDUM NUMBER 1:

Re: PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak

All:

Your firm recently received an Invitation to Bid for the above-mentioned specification.

This Addendum Number 1 provides for changes in Bid Documents related to Bid delivery and signature:

Until further notice the Office of Purchasing is closed to the public.

BIDS WILL BE RECEIVED UNTIL 2:00 PM CDT, April 08, 2020
Office of Purchasing, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Matt Langley Bell, III Building

1. **BID OPENING**

Bid Opening will be available through Skype or Call-In Number. A meeting request has been sent to originally notified firms. If you have not received this meeting invitation, please contact our office.

Join Skype Meeting

Join by phone
Toll number: +1 (863) 333-5817,,280891360# (Dial-in Number)
Conference ID: 280891360

2. **BID DELIVERY**

Bids can be uploaded through Vendor Registry (https://vrapp.vendorregistry.com/Vendor/Register/Index/escambia-county-fl-vendor-registration).

If you wish to hand deliver a hard copy of your bid, please call ahead at 850-595-4980 and arrange for a representative of our office to meet you at the front door at the address listed above.

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted ~~in a sealed envelope, in duplicate with Original signatures in indelible ink~~ signed in the proper spaces. Responses on Vendor forms will not be accepted.

3. **ORIGINAL SIGNATURE ON BID FORMS**

A. BIDDER'S CHECKLIST

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH THE BID:
Solicitation, Offer, and Bid Form. The Bid Form must contain ~~an original~~ signature ~~in indelible ink. Bids with photocopies or scanned signatures will not be accepted~~.

B. SOLICITATION OFFER AND BID FORM

*
_____
Signature of Person Authorized to Sign Offer
(~~Original~~ Signature Required)

* *Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.* **Original Signature Not Required.**

C. SPECIAL TERMS AND CONDITIONS

6. Bid Forms

This Solicitation contains a Solicitation, Offer, and Bid Form which shall be submitted ~~in a sealed envelope, in duplicate with Original signatures in indelible ink~~ signed in the proper spaces. Responses on Vendor forms will not be accepted.

This Addendum Number 1 is furnished to all known prospective bidders. Please sign and return one copy of this Addendum, with original signature, with your bid as an acknowledgement of your having received same. You may photo copy this form for your records.

Sincerely,

Paul R. Nobles
Purchasing Manager

Acknowledgement of Receipt of Addendum 1:

SIGNED: _____

COMPANY: Roads, Inc. of NWF

SIGN AND RETURN THIS FORM WITH YOUR BID*

SOLICITATION, OFFER AND BID FORM
Submit Offers to:
Paul Nobles
Purchasing Manager
Office of Purchasing, 2nd Floor, Room 11.101
213 Palafox Place, Pensacola, FL 32502
Phone: 850-595-4953

ESCAMBIA COUNTY, FLORIDA

INVITATION TO BID

Muscogee Road Resurfacing Jacks Branch to Nowak

Solicitation Number PD 19-20.042

Solicitation

MAILING DATE: 03/09/2020
PRE-SOLICITATION CONFERENCE: A Non-Mandatory Pre-Solicitation Conference will be held in the Office of Purchasing Conference Room, 11.407, at 213 Palafox Pl. Pensacola, FL 32502, at 1:00 PM CDT, March 24, 2020.
OFFERS WILL BE RECEIVED UNTIL: 2:00 PM CDT, April 08, 2020, 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 Escambia 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 Escambia County Office of Purchasing. Protests will be handled according to the Escambia County Purchasing Ordinance.

OFFER (SHALL BE COMPLETED BY OFFEROR)

Federal Employer Identification Number or S.S. Number: 59-3598732

Terms of Payment Net 30 Days

Delivery Date will be _____ days after receipt of purchase order

Reason for No Offer

Vendor Name: Roads, Inc. of NWF
Address: 106 Stone Boulevard
City, ST. & Zip: Cantonment, FL 32533
Phone: (850) 968-0991
Toll Free: (___) DO NOT HAVE
Fax: (850) 968-0991

Bid Bond Attached: $5% of bid amount

Cody Rawson, President
(Name and Title of Person Authorized to Sign Offer)

*
Signature of Person Authorized to Sign Offer
(Original Signature Required)

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.

Failure to execute this Form binding the Bidder's offer shall result in the Bid being rejected as non-responsive.

Bid Form

Item	Description	Qty	Units	Unit Cost	Extension
1	Mobilization, 46 + Miles	1	LS	$10,085.87	$10,085.87
2	MOT (Plans, Signs, flagman, etc.)	1	LS	$9,007.74	$9,007.74
3	Provide 3" of Fill Along Shoulders	5741	SY	$1.69	$9,702.29
4	Disk Up Existing Turf and Redress To Grade to match final wearing surface elevation allowing water to sheet flow from final wearing course (Does not include Seed and Mulch)	5741	SY	$0.01	$57.41

Item	Description	Qty	Units	Unit Cost	Extension
5	2.5" County Spec 2500 Type SP 12.5 Asphalt Structure Course	18477	SY	$11.10	$205,094.70
6	2" FDOT Spec 2500 Type SP 12.5 76-22 Asphalt Wearing Course	18477	SY	$9.63	$177,933.51
7	Mill Existing Asphalt 2"	18477	SY	$1.00	$18,477.00
8	Temporary Striping (To include all edge lines, center lines, messages, arrows, and other required markings to be installed after each days production.)	1	LS	$3,976.95	$3,976.95
9	Thermoplastic Striping (To include all edge lines, center lines, messages, arrows, RPMs and other required markings to be installed after each days production.)	1	LS	$14,307.75	$14,307.75
10	Argentine Bahia Sod, Staked	5741	SY	$1.75	$10,046.75
		Total Bid			$458,689.97

If your company is located within a Community Redevelopment Area of Escambia County, Florida, please Indicate by marking an X in the blank (***Sec. 46-110.-Local Preference in Bidding)***.
Yes X No ___

CONTRACTOR REQUIREMENTS

Acknowledgment is hereby made of receipt of the following addenda issued during the bidding period:

Addendum No. 1 Date 4-7-2020 Addendum No._____ Date_____

Addendum No. _____ Date _____ Addendum No._____ Date_____

(PLEASE TYPE INFORMATION BELOW)

SEAL IF BID IS BY CORPORTATION

State of Florida Department of State Certificate of Authority Document Number
P99000085237

Occupational License # 146030

Florida DBPR Contractor's License, Certification, and/or Registration #
CGC056968

Type of Contractor's License, Certification, and/or Registration Certified General Contractor

Expiration Date: August 31, 2020

County Permits/Fees Required for this Project:
None Known

Person to Contact Concerning This Bid:

Name: Stevan Hite

Phone: (850) 968-0991

E-Mail: stevan@roadsinc.com

Person to Contact for Emergency Service:

Name: Chase Rawson

Phone: (850) 554-0508

E-Mail: stevan@roadsinc.com

Attached to bid you shall find a bid bond, cashier's check, or certified check (circle one that applies) in the amount of five percent (5%) of bid.

The work shall be substantially completed within **One Hundred Fifty (150) calendar days** from the Commencement Date. The Bidder agrees to fully complete all work included above within **One Hundred Eighty (180) consecutive calendar days** from the date of Substantial Completion, which is Notice to Proceed. **Liquidated damages of $1000 each day will be assessed for each day that completion of the project is delayed.** All work to be accomplished under this bid shall be the responsibility of Bidder and failure of Sub-Contractors to perform shall not relieve Bidder of any liquidated damages. A Bid Bond in the amount of **five percent (5%) of base bid** is to be furnished by each Bidder. Bidder further acknowledges that all of the work outlined above may not be required at the discretion of Escambia County. The total will be subject to total funds available during the course of the work. However, it is the intent of Escambia County at this time to substantially complete the listed work.

Names and addresses of proposed Subcontractors to be utilized for work on this project:

1. Gulf Coast Traffic Engineers - 8203 Kipling Street Pensacola, FL 32524

2.

3.

4.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(A), FLORIDA STATUTES, ON ENTITY CRIMES

1. This sworn statement is submitted to Escambia County, Florida - Board of County Commissioners
(Print Name of Public Entity)

By Cody Rawson, President
(Print Individual's Name and Title)

For Roads, Inc. of NWF
(Print Name of Entity Submitting Sworn Statement)

Whose business address is:

106 Stone Boulevard

Cantonment,FL 32533

And (if applicable) its Federal Employer Identification Number (FEIN) is:
59-3598732

If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: _____

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

    a. A predecessor or successor of a person convicted of a public entity crime; or

    b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

d. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **Indicate which statement applies.**

__X__ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with a convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that is not in the public interest to place the entity submitting this sworn statement on the convicted Vendor list. **(Attach a copy of the final order.)**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY INDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____
Signature

Sworn to and subscribed before me this 7 day of April, 20 20. Personally known ✓
OR produced identification _____ Type of Identification _____
Notary Public: State of _____

My Commission Expires: _____

DARRIN J. JOHNSON
MY COMMISSION EXPIRES
AUGUST 19, 2020
#FF 989640
Bonded thru Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

_____
(Printed, Typed, or Stamped Commissioned Name of Notary Public)

Drug-Free Workplace Form

The undersigned Vendor, in accordance with Florida Statue 287.087 hereby certifies that

Roads, Inc. of NWF does:

(Name of Business)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph One (1).

4. In the statement specified in Paragraph One (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or please of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 through 5.

Check One:

__X__ As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

_____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

CR

Offeror's Signature

April 8, 2020

Date

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 1 of 2)

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital that all information is accurate and complete. Please be certain that all spelling, capitalization, etc. is exactly as registered with the state or Federal Government.

(Please Circle One)

Is this a Florida Corporation: (Yes) or No

If not a Florida Corporation:
In what state was it created: _____
Name as spelled in that state: _____

What kind of corporation is it: ("For Profit") or "Not for Profit"

Is it in good standing: (Yes) or No

Authorized to transact business in Florida: (Yes) or No

State of Florida Department of State Certificate of Authority Document Number:
P99000085237

Does it use a registered fictitious name: Yes or (No)

Names of Officers:

President: Cody Rawson
Vice President: Chase Rawson
Director: _____
Other: _____

Secretary: Darrin Johnson
Treasurer: Darrin Johnson
Director: _____
Other: _____

Name of Corporation (As Used in Florida)

Roads, Inc. of NWF
(Spelled Exactly as it is Registered with the state or Federal Government)

Corporate Address:
Post Office Box: do not have
City, State, Zip: _____

Street Address: 106 Stone Boulevard
City, State, Zip: Cantonment, FL 32533

(Please provide both the Post Office Box and street address for mail and/or express delivery; also for recorded instruments involving land.)

Please complete this form on the following page.

Information Sheet for Transactions and Conveyances
Corporate Identification
(Page 2 of 2)

Federal Identification Number:

59-3598732

(For all instruments to be recorded, taxpayer's identification is needed.)

Contact Person for Company:

Stevan Hite

E-Mail: stevan@roadsinc.com **Telephone:** (850) 968-0991
Facsimile: (850) 968-0996

Name of Individual Who Will Sign the Instrument on Behalf of the Company:

Cody Rawson

Upon Certification of Award, Contract shall be signed by the President or Vice President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded Contractor shall submit a copy of the resolution together with the executed Contract to the Office of Purchasing.

(Spelled exactly as it would appear on the instrument.)

Title of the Individual Named Above Who Will Sign on Behalf of the Company:

President

END

Verified by: _____ Date: _____

Escambia County Building Services
3363 West Park Place
Pensacola, Florida 32505
Phone: (850) 595-3550 ~ Fax: (850) 595-3401
contractorlicense@myescambia.com

BELOW IS YOUR NEW ESCAMBIA COUNTY CONTRACTOR CERTIFICATE OF COMPETENCY (LICENSE):

Expired or cancelled insurance automatically inactivates a license. Proof of current insurance must be provided in order to reactivate the license. Any license may be put on inactive status for an annually paid fee.

Name, address, or status change must be sent to this office within thirty (30) days to change.

24-Hour Automated IVR Line: (850) 595-0881

Fax: (850) 595-3401

Escambia County Building Services
Contractor Competency Board

Board of Electrical Examiners
Pensacola, Florida

Contractor's Name: TIMOTHY BOOKER
Business Name: ROADS INC. OF NWF
Category: CGC (General Contractor - State Certified)
License #: CGC056968
Issued: 8/31/2018 **Exp. Date:** 9/1/2020

LICENSED UNDER CH.489, FLORIDA STATUTES & ESCAMBIA COUNTY CODE OF ORDINANCES CH.18

For any questions, please call our office at **850-595-3550**

Revised 08/18

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

BOOKER, TIMOTHY HESTER

ROADS INC OF NWF
106 STONE BLVD
CANTONMENT FL 32533

LICENSE NUMBER: CGC056968

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

RAWSON, CODY LAMAR

ROADS INC OF NWF
106 STONE BLVD.
CANTONMENT FL 32533

LICENSE NUMBER: CUC056929

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Roads, Inc. of NWF

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
106 Stone Blvd.

Requester's name and address (optional)

6 City, state, and ZIP code
Cantonment, FL 32533

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			–			–				

or

Employer identification number
5	9	–	3	5	9	8	7	3	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 1-13-2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

ACORD

ROADINC-01

JMARTIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # L100460 Acentria Insurance - Destin 4634 Gulfstarr Drive Destin, FL 32541	CONTACT NAME: PHONE (A/C, No, Ext): (850) 650-1950 FAX (A/C, No): (850) 892-0320 E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Casualty Insurance Company	29424
INSURER B : Hartford Fire Insurance Company	19682
INSURER C : Bridgefield Employers Insurance Company	10701
INSURER D : The Travelers Indemnity Company	25658
INSURER E :	
INSURER F :	

INSURED

Roads Inc. of NWF
106 Stone Blvd.
Cantonment, FL 32533

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Limited Jobsite Poll GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:			21UEAHF4917	4/1/2020	5/1/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG LIMITED JOBSITE	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			21UEAHF4918	4/1/2020	5/1/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) PIP	$ 1,000,000 $ $ $ $ 10,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			21HHAHF3785	4/1/2020	5/1/2020	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			019642341	4/1/2020	4/1/2021	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Worker's Compensatio			019200206	4/1/2020	4/1/2021	See Limits Above	
D	Equipment Floater			6301N137514	4/1/2020	4/1/2021	Limits	400,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
30 DAY NOTICE OF CANCELLATION; OTHERWISE 10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT
Excess Liability:
$5 Million excess of $5 Million - Travelers Indemnity - ZUP31M9481019NF - 4/1/20-5/1/20
Employment Practices Liability:
$1,000,000 - Philadelphia Insurance - PHSD1416627 - 2/12/20-2/12/21

Ascend Performance Materials Holdings, Inc., its parent and subsidiary companies and their respective directors, officers, employees, agents and affiliates
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Roads, Inc. of NWF

Evidence of Coverage

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

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FDOT

Florida Department of Transportation

RON DESANTIS
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

KEVIN J. THIBAULT, P.E.
SECRETARY

May 6, 2019

ROADS, INC. OF NWF
106 STONE BLVD.
CANTONMENT, FLORIDA 32533

RE: CERTIFICATE OF QUALIFICATION

Dear Sir/Madam:

The Department of Transportation has qualified your company for the type of work indicated below. Unless your company is notified otherwise, this Certificate of Qualification will expire 6/30/2020. However, the new application is due **4/30/2020**.

In accordance with S.337.14 (1) F.S. your next application must be filed within (4) months of the ending date of the applicant's audited annual financial statements.

If your company's maximum capacity has been revised, you can access it by logging into the Contractor Prequalification Application System via the following link: HTTPS://fdotwp1.dot.state.fl.us/ContractorPreQualification/

Once logged in, select "View" for the most recently approved application, and then click the "Manage" and "Application Summary" tabs.

FDOT APPROVED WORK CLASSES:
DEBRIS REMOVAL (EMERGENCY), DRAINAGE, FLEXIBLE PAVING, GRADING, GRASSING, SEEDING AND SODDING, HOT PLANT-MIXED BITUM. COURSES, MINOR BRIDGES, SIDEWALK

You may apply for a Revised Certificate of Qualification at any time prior to the expiration date of this certificate according to Section 14-22.0041(3), Florida Administrative Code (F.A.C.), by accessing your most recently approved application as shown above and choosing "Update" instead of "View." If certification in additional classes of work is desired, documentation is needed to show that your company has done such work with your own forces and equipment or that experience was gained with another contractor and that you have the necessary equipment for each additional class of work requested.

All prequalified contractors are required by Section 14-22.006(3), F.A.C., to certify their work underway monthly in order to adjust maximum bidding capacity to available bidding capacity. You can find the link to this report at the website shown above.

Sincerely,

Alan Autry, Manager
Contracts Administration Office

AA:cj

State of Florida
Department of State

I certify from the records of this office that ROADS, INC. OF NWF is a corporation organized under the laws of the State of Florida, filed on September 23, 1999.

The document number of this corporation is P99000085237.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on February 24, 2020, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Twenty-fourth day of February, 2020

Secretary of State

Tracking Number: 5878260264CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak Bid Analytics				
Date Added	**Company Name**	**Email Address**	**Subject**	**Event Type**
3/12/2020 10:48	Bear General Contractors	joshua@beargc.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	C.W. Roberts Contracting Inc.	criley@cwrcontracting.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	C.W. Roberts Contracting Inc.	tcastleberry@cwrcontracting.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	CasTech Products Inc	wlw@castechproducts.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Chavers Construction Inc.	thomas@chaversinc.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Chris Perritt LLC	chrp4x4@aol.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	ConstructConnect	content@constructconnect.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Construction Journal	bids@thecj.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver

PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak Bid Analytics				
Date Added	**Company Name**	**Email Address**	**Subject**	**Event Type**
3/12/2020 10:48	Dickerson Florida Inc.	apeterson@dfifl.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Dickerson Florida Inc.	rickf@dfifl.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Dodge Data & Analytics	dodge.bidding@construction.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Dodge Data & Analytics	s.kalyanaraman@construction.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Enterprise Pals Inc.	nazim@enterprisepals.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Faircloth Land Services	carrottopcakes@gmail.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Faircloth Land Services	southerndieselpower@gmail.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	GLF Construction Corporation	jadams@glfusa.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver

PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak Bid Analytics				
Date Added	**Company Name**	**Email Address**	**Subject**	**Event Type**
3/12/2020 10:48	GLF Construction Corporation	ramonasari@glfusa.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Green Dream International	a.havan@greendreamgr.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Green Dream International	a.moore@greendreamgr.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Greensouth Solutions	cole@greensouthsolutions.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Gulf Atlantic Constructors	tclukey@gacinc.net	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Gulf Atlantic Constructors Inc.	bbauer@gacinc.net	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	H. O. Weaver & Sons Inc.	michael@hoseaweaver.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	H.O. Weaver & Sons Inc.	bpaulk@hoseaweaver.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver

PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak Bid Analytics				
Date Added	**Company Name**	**Email Address**	**Subject**	**Event Type**
3/12/2020 10:48	H.O. Weaver & Sons Inc.	kdonoghue@hoseaweaver.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Hanson Professional Services Inc.	blemieux@hanson-inc.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Hanson Professional Services Inc.	narnoux@hanson-inc.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Infrastructure Specialty Services	kirk@issglobalservices.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Infrastructure Specialty Services	tammy@issglobalservices.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	iSqFt	content@constructconnect.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	iSqFt	kosborn@isqft.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	J MILLER CONSTRUCTION INC	allison.marabella@jmillerconstruct.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver

PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak Bid Analytics				
Date Added	**Company Name**	**Email Address**	**Subject**	**Event Type**
3/12/2020 10:48	J MIller Construction Inc	chris@jmillerconstruct.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	J&E Construction	may@jeconstruct.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	J. Miller Construction	tomdulaney@jmillerconstruct.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Jire PPE & Jr construction Company LLC	demetrioroofing@gmail.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	JRM Construction Group	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	JRM Construction Group	jim.mizell@jrmconstructiongroup.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	JRM construction group inc.	eddie.aldridge@jrmconstructiongroup.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Kiewit Infrastructure South Co.	john.zelenka@kiewit.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver

PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak Bid Analytics				
Date Added	**Company Name**	**Email Address**	**Subject**	**Event Type**
3/12/2020 10:48	L & S Diversified	bids@lssurveyor.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	loren jock trucking	bill@lorenjocktrucking.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	loren jock trucking	bruce@lorenjocktrucking.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Loren Jock Trucking Inc.	bill@lorenjocktrucking.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Loren Jock Trucking Inc.	bruce@lorenjocktrucking.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	M. D. Thomas Construction LLC	laura@mdthomasconstruction.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Mattair Construction Co. Inc.	becky@mattairconstruction.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Mattair Construction Co. Inc.	lloyd@mattairconstruction.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver

PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak Bid Analytics				
Date Added	**Company Name**	**Email Address**	**Subject**	**Event Type**
3/12/2020 10:48	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	McElhenney Construction Company	jmeek@mcelhenneyconst.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	click
3/12/2020 10:48	MD Thomas Construction LLC	laura@mdthomasconstruction.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Middle Georgia Paving Inc.	fkitchens.midgapaving@gmail.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Midsouth Paving Inc.	mindy.smallwood@midsouthpaving.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Midsouth Paving Inc.	tbperry@apac.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Midsouth Paving Inc.	tunstall.perry@midsouthpaving.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	OliverSperry Renovation	tboyer@oliversperryrenovation.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver

PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak Bid Analytics				
Date Added	**Company Name**	**Email Address**	**Subject**	**Event Type**
3/12/2020 10:48	Olvera Company	mike@olveracompany.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Omni Construction	donna@omniconstruction.org	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Ozark Striping Company Inc.	chris@ozarkstriping.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Ozark Striping Company Inc.	tammylewis@ozarkstriping.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	PAC Comm Inc.	jmendez@paccominc.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Panhandle Grading & Paving Inc	josh@panhandlegradingandpaving.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Pat's Pump & Blower	PatrickJ@Patspump.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Pat's Pump & Blower	patspump@aol.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver

PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak Bid Analytics				
Date Added	**Company Name**	**Email Address**	**Subject**	**Event Type**
3/12/2020 10:48	Pat's Pump & Blower LLC	patspump@aol.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Peed Bros. Inc.	alance@peedbros.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Peed Bros. Inc.	clance@peedbros.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Perry Becker Design LLC	dperry@perry-becker.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Perry Becker Design LLC	sgruenenfelder@perry-becker.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Perry-Becker Design	sgruenenfelder@perry-becker.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Phillips and Jordan Inc	flestimate@pandj.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Phillips and Jordan Inc.	flestimate@pandj.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver

PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak Bid Analytics				
Date Added	**Company Name**	**Email Address**	**Subject**	**Event Type**
3/12/2020 10:48	Phoenix Construction Services Inc.	tschoppe@phoenix-fl.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Principle Properties Inc.	rdesser007@gmail.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	R H Mooore	michael@rhmooreassociates.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Rapid Blueprint of St. Pete LLC	hasiaz@digitalimagingservices.net	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Rapid Reprographics of Gainesville	hasiaz@digitalimagingservices.net	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Rapid Reprographics of Gainesville	plots@advancereporgraphics.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	RBM Contracting Services LLC	rbm.coordinator@gmail.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Reasor Building Group	matt.hall@rbg8a.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver

PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak Bid Analytics				
Date Added	**Company Name**	**Email Address**	**Subject**	**Event Type**
3/12/2020 10:48	Roads Inc. of NWF	chase@roadsinc.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	ROADS INC. OF NWF	chase@roadsinc.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	ROADS INC. OF NWF	djohnson@roadsinc.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Roads Inc. of NWF	josh@roadsinc.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Roads Inc. of NWF	stevan@roadsinc.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Roberson Underground Utility llc	bsanders.robersonundergroundllc@aol.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Roberson Underground Utility LLC	robersonundergroundllc@aol.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Rockwell Corporation	rockwellcorporation@gmail.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver

PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak Bid Analytics				
Date Added	**Company Name**	**Email Address**	**Subject**	**Event Type**
3/12/2020 10:48	Rogar Management & Consulting of FL LLC	alfonso@dekorausa.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Scott Bridge Company Inc.	ccanon@scottbridge.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Scott Bridge Company Inc.	dgreen@scottbridge.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Sessions Incorporated	sessionsincorporated@gmail.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Site and Utility LLC	bobbygodfrey2@gmail.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Site and Utility LLC	dee@southtrustpg.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	South Florida Milling	eric.kizziar@southfloridamilling.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Superior Construction Company Southeast LLC	see@superiorconstruction.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver

PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak Bid Analytics				
Date Added	**Company Name**	**Email Address**	**Subject**	**Event Type**
3/12/2020 10:48	Takco Construction	ron@takcousa.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Takco Construction	steve@takcousa.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Talcon Group LLC	vhurst@talcongroup.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Team Synergy LLC.	deanjacobs@teamsynergyllc.org	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	TERRA FIRMA ENVIORNMENTAL INC	jsnow4biz@gmail.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	TERRA FIRMA ENVIORNMENTAL INC	terrafirma1998@gmail.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Thalle Construction Co. Inc.	pandrew@thalle.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	The Middlesex Corporation	esergeant@middlesexco.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver

PD 19-20.042, Muscogee Road Resurfacing Jacks Branch to Nowak Bid Analytics				
Date Added	**Company Name**	**Email Address**	**Subject**	**Event Type**
3/12/2020 10:48	Three Trade Consultants Inc.	bradley.threetrade@gmail.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Treadstone Construction Inc.	ctreadstone.con@gmail.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Vortex Services LLC.	ccorrigan@vortexcompanies.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:48	Wharton-Smith Inc.	amatthews@whartonsmith.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver
3/12/2020 10:49	Green Dream International	a.moore@gdicompany.com	Escambia County - PD 19-20.042 Muscogee Road Resurfacing Jacks Branch to Nowak	deliver

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17820 **County Administrator's Report 12. 50.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Contract Award, PD 02-03.79, Professional Services as Governed by Florida Statute 287.055
From: PAUL NOBLES, Purchasing Manager
Organization: Asst County Administrator
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Professional Services as Governed by Florida Statute 287.055 - Paul Nobles, Office of Purchasing, Purchasing Manager

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

A. Award and Authorize the County Administrator to sign Task Order Based Continuing Contract to L&W Engineering, Inc., d/b/a Inovia Consulting Group, civil engineering, based on the "Current Averages for Audited Overhead, Expense and Facilities Capital Cost of Money (FCCM) Rates" as provided in the current Florida Department of Transportation (FDOT) Negotiation Handbook Guidelines for Professional Services Contracts; and

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

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

BACKGROUND:

The legal advertisement for this "Request for Letters of Interest" (RLI) was originally advertised in the Pensacola News Journal on Sunday, August 24, 2003, in compliance with Professional Services as Governed by Florida Statute F.S. 287.055. Due to the ongoing open nature of this solicitation, responses are accepted continually. This Contract has been approved for usage by the Gulf Coast Purchasing Cooperative.

L&W Engineering, Inc., d/b/a Inovia Consulting Group, submitted all necessary documents on April 2, 2020.

BUDGETARY IMPACT:

Funds to be budgeted for on an annual and project basis.

LEGAL CONSIDERATIONS/SIGN-OFF:

Attorney Standard Form of Contract Form F, Consulting Services

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation is in compliance with the Code of Ordinances of Escambia County, FL 1999, Chapter 46, Finance, Article II, Purchases and Contracts and Florida Statute 287.055, Competitive Consultants Negotiation Act.

IMPLEMENTATION/COORDINATION:

Upon receipt of post award compliance documentation and Agreement signature, the Office of Purchasing shall notify the Department(s). The Office of Purchasing shall work with Department(s) in negotiation of Task Orders.

Attachments

Agreement with Exhibits
GSA Standard Form 330 Part I
Letter of Interest

STANDARD PROFESSIONAL CONSULTING SERVICES CONTRACT DOCUMENTS

FOR

AGREEMENT BETWEEN ESCAMBIA COUNTY

AND

L&W ENGINEERING, INC., D/B/A INOVIA CONSULTING GROUP

For

Professional Services as Governed by Florida Statute 287.055 (PD 02-03.79)

FORM F: CONSULTING SERVICES FOR TASK ORDERS

(Revised June 2016)

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AGREEMENT

This is an Agreement between Escambia County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, its successors and assigns, with its administrative offices located at 221 Palafox Place, Pensacola, Florida 32502-1590, (hereinafter referred to as "County,") and L&W Engineering, Inc., d/b/a Inovia Consulting Group, a for-profit corporation, authorized to do business in the State of Florida, its successors and assigns, whose federal identification number is 59-3580739, and whose business address is, 25 W. Cedar Street, Suite 350, Pensacola, FL 32502, (hereinafter referred to as "Consultant").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, the County and the Consultant agree as follows:

ARTICLE 1
DEFINITIONS AND IDENTIFICATIONS

For the purposes of this Agreement and the various covenants, conditions, terms and provisions which follow, the definitions and identifications set forth below are assumed to be true and correct and are therefore agreed upon by the parties.

1.1 BOARD OF COUNTY COMMISSIONERS:

The Board of County Commissioners is the governing body of Escambia County, Florida.

1.2 CONSULTANT:

L&W Engineering, Inc., d/b/a Inovia Consulting Group is the Consultant selected to perform professional services pursuant to this Agreement.

1.3 CONTRACT ADMINISTRATOR:

Whenever the term Contract Administrator is used herein, it is intended to mean Paul R. Nobles, Purchasing Manager, Escambia County Office of Purchasing. In the administration of this Agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the Contract Administrator.

1.4 COUNTY:

Escambia County, Florida is a body corporate and politic and a political subdivision of the State of Florida.

1.5 NOTICE TO PROCEED:

The Notice to Proceed is the written authorization as defined in Section 1.10 issued by the County or the Contract Administrator to commence the project.

1.6 PROJECT:

The project is the task, as defined in Section 1.10, assigned to the Consultant pursuant to this Agreement.

1.7 PROJECT MANAGER:

The project manager shall mean the staff person within the County who is assigned by the Contract Administrator to oversee the task order work.

1.8 SCOPE OF SERVICES:

The intent of this Agreement is to make available certain design, engineering, surveying, and inspection services for Escambia County as requested and as outlined herein.

1.9 SCOPE OF WORK:

The scope of work is the specific information relating to those certain services provided to the Consultant on an individual project task order including, but not limited to: project description with boundaries, intent of project, anticipated services required, and expected deliverables.

1.10 TASK ORDER:

The task order is a formal written assignment of work, based upon negotiation, which is issued to the Consultant pursuant to this Agreement.

ARTICLE 2
PREAMBLE

In order to establish the background, context and frame of reference for this Agreement and to generally express the objectives and intentions of the respective parties herein, the following statements, representations, and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and that may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

2.1 Negotiations pertaining to hourly rates for professional services to be performed by the Consultant were undertaken between the Consultant and a committee selected by the Board of County Commissioners, and this Agreement incorporates the results of such negotiations.

2.2 The Board of County Commissioners has met the requirements of Section 287.055, Florida Statutes, as amended, the Consultants' Competitive Negotiation Act, and has selected L&W Engineering, Inc., d/b/a Inovia Consulting Group, to perform such services hereunder.

2.3 Escambia County will budget funds for each task order issued under the Agreement.

ARTICLE 3
SCOPE OF SERVICES

3.1 The Consultant will provide Professional Services as Governed by Florida Statute 287.055 as hereinafter described in this Article 3 for tasks outlined in Escambia County's RFP Specification No. P.D. 02-03.79. In the event of a conflict between the terms of the RFP and this Agreement, the terms of this Agreement shall prevail.

3.2 The basic professional services to be provided are as set forth in Exhibit "A," attached hereto and incorporated by reference herein, and unless otherwise specifically excluded from any particular task order, these services shall comport with County guidelines for construction and retrofitting of projects, and local ordinances, State, and Federal laws and regulations.

ARTICLE 4
ORDERING OF THE WORK

4.1 The Consultant is one of several firms selected to perform professional services on same or similar terms pursuant to this Agreement. The County expressly reserves the exclusive right to assign specific task orders to the firm it deems best suited for the type of work to be accomplished. This Agreement does not guarantee any amount or type of task orders to be assigned to the Consultant.

4.2 The scope of work, provided by the County, will constitute the basis for negotiation of each task order. When requested by the County, the Consultant will provide a proposal to the County to perform the services requested under this scope of work. The County and the Consultant will enter negotiations to determine a fair and reasonable number of hours, by discipline, for such requested services pursuant to Section 3.2.

4.3 In the event a mutually agreeable number of hours is reached, the County will issue a task order which describes the services to be provided by the Consultant and the amount of compensation to be provided by the County. In the event a mutually agreeable number of hours cannot be reached, the Consultant will be requested to provide a best and final offer to the County. If this best and final offer is not acceptable to the County, negotiations will cease with the Consultant, and the County will open negotiations for the same scope of work with another firm.

ARTICLE 5
TIME FOR PERFORMANCE

5.1 As a part of its task order proposal, the Consultant shall submit to the County a schedule for completion of the scope of work. Pursuant to Article 4 above, this schedule is a negotiable item during task order negotiations.

5.2 Prior to beginning the performance of any basic professional services under this Agreement, the Consultant must receive a written Notice to Proceed from the County. For those task orders where a mutual agreement of a fair and reasonable price has been reached, a copy of the fully executed task order will serve as the Consultant’s written approval to begin the performance of the Consultant’s services. Prior to granting approval for the Consultant to proceed to a subsequent phase of a task order, the Contract Administrator may at his or her sole discretion require the Consultant to submit such documents and drawings as may be reasonably necessary for review and approval by the County.

ARTICLE 6
COMPENSATION AND METHOD OF PAYMENT

6.1 COMPENSATION:

(a) The County agrees to pay the Consultant as compensation for its services under Section 3.1 of this Agreement a fee to be computed as described below and based upon the schedule set forth in Exhibit B, attached hereto and made a part hereof. Individual task orders submitted to the Consultant will be paid through a budget line item recommended by the staff individual of user department and approved by the Board of County Commissioners. For each such task order, the consultant will be compensated by a lump sum fee as negotiated, unless otherwise mutually agreed to by the parties hereto.

(b) The term "salary costs" as used herein shall mean the hourly rate as shown on Exhibit B, attached hereto and made a part hereof, including but not limited to, principals, engineers, surveyors, draftsmen, clerks, plus costs for sick leave, vacation, unemployment, excise and payroll taxes, contributions for social security, employment compensation insurance, retirement benefits, and medical and insurance benefits. Said salary costs shall be only for time directly chargeable to a task order under this Agreement. A detailed breakdown for these costs shall be kept current and readily accessible to the County.

6.2 ANNUAL APPROPRIATION:

Pursuant to the requirements of Florida law and Article II of Chapter 46, Escambia County Code of Ordinances, the County's performance and obligation to fund this Agreement shall be contingent upon an annual appropriation by the Escambia County Board of County Commissioners.

6.3 DIRECT EXPENSES:

(a) Direct expenses directly attributable to a task order will be borne by the Consultant and will include, but not be limited to, the following:

1. Transportation expenses in connection with any task order.

2. Living expenses in connection with travel inside and outside of Escambia County and other related expenses.

3. Long distance communications and other miscellaneous communications expenses.

4. Cost of printing drawings and specifications which are required by or of the Consultant to deliver services set forth in this Agreement.

5. Cost of any software or hardware used or developed for any task order.

(b) Direct expenses to be borne by the Consultant shall not include project permit fees or compensation owed to subcontractors engaged according to Section 10.5 of this Agreement.

6.4 METHOD OF BILLING AND PAYMENT:

(a) The Consultant shall submit monthly estimates (payment requisitions) for the amount and value of the work accomplished and services performed by the Consultant which meet standards of quality established under this Agreement. The estimates shall be prepared by the Consultant and shall be accompanied by any supporting data required by the County. Where the monthly estimate includes work done by a subcontractor, the Consultant shall attach copies of that subcontractor's invoice for such work. The Consultant agrees no markup for overhead and profit on subcontractor's invoices shall be allowed on any project task order.

(b) For lump sum contracts, the Consultant may submit bills at the completion and approval of each phase or for partial completion of each phase on a pro-rata basis. However, requests for payment shall not be made more frequently than once a month.

(c) Upon approval of the estimate by the County, payment upon properly executed payment requisitions shall be made to the Consultant within forty five (45) days.

(d) Payments under this Agreement and interest on any late payments shall be governed by the Florida Prompt Payment Act, §§ 218.70, et seq., Florida Statutes, as amended.

6.5

Payment requisitions will be sent to:	Notices will be sent to:
To Be Determined Per Task Order	County Administrator Escambia County Administrator 221 Palafox Place Pensacola, Florida 32502-1590 (850) 595-4900 (850) 595-4908

6.6 Payments and notices will be made to the Consultant at:

Russell Large, Principal
L&W Engineering, Inc., d/b/a Inovia Consulting Group
2015 Centre Pointe Blvd., Ste. 103
Tallahassee, FL 32308

(a) Any notice required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through the instrumentality of certified mail of the United States Postal Service or other private courier service, such as Federal Express.

(b) Unless otherwise notified in writing of a new address, notices, payments, and invoices shall be made to each party at the listed addresses. Rejection, or other refusal by the addressee to accept, or the inability of the courier service, or the United States Postal Service to deliver because of a changed address of which no notice was given, shall be deemed to be receipt of the notice sent. Any party shall have the right, from time to time, to change the address to which notices shall be sent by giving the other party at least ten (10) days prior notice of the address change.

ARTICLE 7
ADDITIONAL SERVICES AND CHANGES IN SCOPE OF SERVICES

7.1 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Services provided under this Agreement. Such changes must be in accordance with the procurement policies of Escambia County and must be contained in a written amendment, executed by the parties thereto, with the same formality and of equal dignity prior to any deviation from the terms of this Agreement, including the initiation of any extra work.

7.2 The County or the Consultant may request changes that would increase, decrease, or otherwise modify the Scope of Work of individual project task orders. Such changes must be negotiated and mutually agreed upon by both parties. This mutual agreement will be formalized by a written change order to the task order issued by the County to the Consultant.

7.3 The County shall have authority to order extensions in the Consultant's schedule for completion of the Scope of Work of individual project task orders by providing written notice to the Consultant.

ARTICLE 8
COUNTY'S RESPONSIBILITIES

8.1 The County shall assist the Consultant by placing at its disposal all available information pertinent to the project including previous reports and any other data relative to design or construction of the project.

8.2 The County shall make available to the Consultant, as required for performance of the Consultant's basic services, data prepared by or services of others, including without limitation (as may be appropriate) core borings, probings, and subsurface explorations, hydraulic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property boundary, easement, rights-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data or consultations.

8.3 The County shall arrange for access to and make all provisions for the Consultant to enter upon public and private property as required for the Consultant to perform its services.

8.4 The County shall examine, within a reasonable time so as not to delay the services of the Consultant, all studies, reports, sketches, drawings, specifications, proposals and other documents presented by the Consultant, obtain advice of an attorney, insurance counselor and other consultants, as the County deems appropriate, for such examination and the rendering of written opinions or decisions pertaining thereto.

8.5 The County will assist in obtaining approvals and permits from all governmental authorities having jurisdiction over the project and such approvals and consents from others as may be necessary for completion of the task order by the Consultant.

8.6 The County shall give prompt written notice to the Consultant whenever the County observes or otherwise becomes aware of any development that affects the scope of timing of the Consultant's services, or any defect in the work of the Consultant.

8.7 The County will perform an evaluation of the services provided by the Consultant at the completion of work of each task order. This evaluation will consider the timeliness as well as the quality of services provided during that task order for the purpose of determining whether additional task orders will be awarded to the Consultant by the County.

ARTICLE 9
CONSULTANT'S RESPONSIBILITIES

9.1 QUALITY OF SERVICES:

(a) The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished pursuant to this Agreement.

(b) To that end, the Consultant shall correct or shall revise, without additional compensation, any errors or deficiencies in its work product or shall make such revisions as are necessary as the result of the failure of the Consultant to provide an accurate, more efficient, and properly constructable product in its designs, drawings, specifications, or other services.

(c) Neither the County's review of, approval of, or acceptance of, nor payment for, the services required by this Agreement shall be construed to operate as a waiver of any rights or of any cause of action arising out of the performance of this Agreement. Additionally, the Consultant shall be and remain liable to the County in accordance with applicable law for all damages to the County caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

(d) The rights and remedies of the County provided for under this Agreement are in addition to any other rights and remedies otherwise provided by law.

9.2 CONSULTANT PROFESSIONAL REGISTRATION AND CERTIFICATION:

(a) The design services provided to the County by the Consultant shall be certified by professional engineers registered to practice and in good standing in the State of Florida. Any project inspection services also shall be reviewed and shall be approved by such professional engineers.

(b) The survey services provided to the County by the Consultant shall be certified by professional land surveyors registered to practice and in good standing in the State of Florida.

(c) Permit applications to State and Federal agencies prepared by the Consultant shall be signed and shall be sealed by the Consultant, as the project's Engineer of Record. For all such permit applications, post-construction certification also shall be made by the Consultant to the appropriate State or Federal permitting agency.

ARTICLE 10
GENERAL CONDITIONS

10.1 OWNERSHIP OF DOCUMENTS

(a) Drawings, specifications, designs, models, photographs, reports, surveys, calculations, and other data provided in connection with this Agreement are and shall remain the property of the County whether the project for which they are made is executed or not. Such finished or unfinished documents, data, calculations, studies, surveys, specifications, drawings, maps, models, photographs and reports prepared by the Consultant shall be delivered by the Consultant to the County at the conclusion of the project or the termination of the Consultant's services.

(b) When such documents are provided to other parties, the Consultant shall ensure return of the County's property by collecting a deposit equal to the cost of reproduction. Such deposit shall be returned if the documents are timely returned in a useable condition. Otherwise, such deposit shall be retained by the Consultant.

10.2 SUSPENSION OR TERMINATION OF WORK:

(a) The County, in writing, may order the Consultant to suspend, delay, or interrupt all or any part of the work of a task order for the period of time that the County determines to be appropriate for the convenience of the County. The Consultant expressly acknowledges and agrees that it shall receive no damages for delays. The Consultant's sole remedy, if any, against the County will be the right to seek an extension to the contract time as provided for the completion of the project.

(b) This Agreement may be terminated by either party for cause, or by the County for convenience, upon fourteen (14) days written notice by the terminating party to the other party of such termination in which event the Consultant shall be paid its compensation for services performed to termination date, including all reimbursable expenses then due or incurred to the date of termination.

(c) Termination of the Consultant for cause shall include, but not be limited to, misuse of funds, fraud, lack of compliance with applicable rules, laws, regulations, and ordinances, and failure to perform in a timely manner any provision of this Agreement.

(d) In no event shall a termination for convenience by the County be deemed a default, and any such termination shall not subject the County to any penalty or other claim for damages. If the Consultant abandons this Agreement or causes it to be terminated, the Consultant shall indemnify the County against any loss pertaining to this termination up to a maximum of 1.3 times the full contracted fee amount of the project.

(e) Vendor suspension or debarment proceedings brought by the County pursuant to Article II of Chapter 46, Escambia County Code of Ordinances, shall be grounds for immediate termination of this Agreement.

10.3 RECORDS:

(a) The Consultant shall keep such records and accounts and shall require any subcontractors to keep records and accounts as may be necessary in order to record

complete and correct entries as to personnel hours charged to this engagement and any expenses for which the Consultant expects to be reimbursed. Such books and records will be available at all reasonable times for examination and audit by the County, and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by the County of any fees or expenses based upon such entries.

(b) The Consultant acknowledges that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. The Consultant shall maintain all such public records and, upon request, provide a copy of the requested records or allow the records to be inspected within a reasonable time. The Consultant shall also ensure that any public records that are exempt or exempt and confidential from disclosure are not disclosed except as authorized by law. Upon the expiration or termination of the Agreement, Consultant agrees to maintain all public records for a minimum period of five (5) fiscal years in accordance with the applicable records retention schedules established by the Florida Department of State. In the event the Consultant fails to abide by the provisions of Chapter 119, Florida Statutes, the County may, without prejudice to any right or remedy and after giving the Consultant and its surety, if any, seven (7) days written notice, during which period the Consultant still fails to allow access to such documents, terminate the employment of the Consultant. In such case, the Consultant shall not be entitled to receive any further payment. Reasonable terminal expenses incurred by the County may be deducted from any payments left owing the Consultant (excluding monies owed the Consultant for subcontractor work).

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Escambia County
Office of the County Administrator
221 Palafox Place, Suite 420
Pensacola, Florida 32502
(850) 595-4947

10.4 NO CONTINGENT FEES:

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the County shall have the right to terminate the Agreement without liability and at its discretion, to deduct from the contract price,

or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

10.5 SUBCONTRACTORS

In the event the Consultant, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the Consultant must secure the prior written approval of the County unless such work is specifically detailed in the task order.

Any subcontractors or other professional associates retained by Consultant must carry the appropriate insurance coverage as specified in paragraph 10.8 below in an amount equal to or greater than the coverage carried by the Consultant.

10.6 ASSIGNMENT:

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the Consultant, without the prior written consent of the County. However, the Agreement shall run with the Escambia County Government and its successors.

10.7 HOLD HARMLESS AND INDEMNIFICATION OF COUNTY

The Consultant agrees to hold harmless and indemnify the County and its agents, officers, and employees from all liabilities, damages, losses, and costs, including attorneys' fees and paralegals' fees, incurred by County to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm, or corporation to whom any portion of the performance of this Agreement is subcontracted to or used by the Consultant, or by any other person for whom the Consultant is legally liable. Consultant's obligation as provided herein shall be limited to its proportionate share of liability to the extent caused by the negligence, recklessness or intentional wrongful misconduct of Consultant or by any person, firm or corporation to whom any portion of the Work is subcontracted by Consultant, and Consultant shall not be required to indemnify and hold harmless County where County's negligence, recklessness, or intentional wrongful misconduct is determined by a court of competent jurisdiction to be the sole cause of its liabilities, damages, losses and costs, including attorney's and paralegal fees.

County and Consultant agree one percent (1%) of the Contract Amount paid by County to Consultant shall be given as separate consideration for this indemnification, and any other indemnification of County by Consultant provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Consultant by Consultant's acceptance and execution of the Agreement.

Consultant agrees that such indemnification by the Consultant relating to any matter which is the subject of this Agreement shall extend throughout the term of this Agreement and any statutes of limitations thereafter. The Consultant's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

10.8 INSURANCE:

The Consultant is required to carry the following insurance:

(a) Commercial General Liability with $1,000,000 minimum per occurrence, including coverage parts of bodily injury, property damage, broad form property damage, personal injury, independent contractors, blanket contractual liability, and completed operations.

(b) Automobile Liability with $1,000,000 per occurrence minimum combined single limits for all hired, owned, and non-owned vehicles.

(c) Professional Liability coverage with $1,000,000 minimum limit, except where the estimated construction contract price for the project described in the Agreement is greater than $5 Million dollars, the minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

(d) Florida statutory workers' compensation and employers' liability with employer's liability limits of at least $100,000 each accident and $100,000 each employee/$500,000 policy limit for disease.

(e) It is understood and agreed by the parties that in the event that the Consultant, as defined in Section 1.2, consists of a joint venture, partnership, or other association of professional or business firms, each such firm shall be required to individually carry the above cited coverages.

(f) All liability coverage shall be through carriers admitted to do business in the State of Florida. Carriers shall be a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Liability policies shall be underwritten on the occurrence basis, except the professional and environmental impairment coverage may be provided on a claims made basis. Escambia County and the Board of County Commissioners shall be "additional insureds" on all liability policies (except professional liability). Certificates of insurance shall be provided to Paul Nobles, Purchasing Manager, P.O. Box 1591, Pensacola, Florida 32597-1591 prior to commencement of work hereunder. Certificates shall reflect the additional insured status of Escambia County and shall provide for a minimum of thirty (30) days notice of cancellation. Escambia County and the Board of County Commissioners also shall be the certificate holders.

10.9 CLAIMS AND DISPUTES:

(a) A claim is a demand or assertion by one of the parties to this Agreement seeking an adjustment or interpretation of the terms of the contract documents, payment of money, extension of time or other relief with respect to the terms of the contract documents. The term "claim" also includes other disputes and matters in question between the County and the Consultant arising out of or relating to the contract documents. The responsibility to substantiate a claim shall rest with the party making the claim.

(b) Claims by the Consultant shall be made in writing to the County with supporting data. All claims shall be submitted during the performance term of the Agreement or else the Consultant shall be deemed to have waived that claim.

(c) The Consultant shall proceed diligently with its performance, as directed by the County, regardless of any pending claim, legal action, suit, or administrative proceeding, unless otherwise agreed to by the County in writing. The County shall continue to make payments in accordance with the contract documents during the pendency of such claim.

10.10 REPRESENTATIVE OF COUNTY AND CONSULTANT:

(a) It is recognized that questions in the day-to-day conduct of the project will arise. The Contract Administrator, upon request by the Consultant, shall designate and shall advise the Consultant in writing, persons to whom all communications pertaining to the day-to-day conduct of the project shall be addressed.

(b) The Consultant shall inform the Contract Administrator in writing of the representative of the Consultant to whom matters involving the conduct of the project shall be addressed.

10.11 ALL PRIOR AGREEMENTS SUPERSEDED

(a) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

(b) It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

10.12 TRUTH-IN-NEGOTIATION CERTIFICATE:

Signature of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete, and current at the time of contracting. The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of this Agreement.

10.13 HEADINGS:

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any section.

10.14 GRATUITIES:

Neither the Consultant nor any of its employees, agents, and representatives shall offer or give to an officer, official, or employee of the County gifts, entertainment, payments, loans, or other gratuities. The Consultant acknowledges knowledge of the State of Florida's ethics statutes and to the extent applicable to the Consultant, the Consultant agrees to abide with such statutes.

10.15 CONFLICT OF INTEREST:

The Consultant hereby certifies that it will completely disclose to the County all facts bearing upon any possible conflicts, direct or indirect, with its performance which it believes that any officer, employee, or agent of the Consultant now has or will have. Said disclosure shall be made by the Consultant contemporaneously with the execution of this Agreement and at any time thereafter that such facts become known to the Consultant. The Consultant at all times shall perform its obligations under this Agreement in a manner consistent with the best interests of the County. Failure to abide by this section shall result in the immediate termination of this Agreement pursuant to Article II of Chapter 46 of the Escambia County Code of Ordinances.

10.16 SURVIVAL:

All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.

10.17 GOVERNING LAW:

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, and the parties stipulate that venue for any matter which is a subject of this Agreement shall be in the County of Escambia.

10.18 INTERPRETATION:

For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. References to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities.

(a) If the Consultant discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, the Consultant shall immediately notify the County and request clarification of the County's interpretation of this Agreement.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

10.19 SEVERABILITY:

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

10.20 COMPLIANCE WITH LAWS:

The Consultant shall keep fully informed regarding and shall fully and timely comply with all current laws and future laws that may affect those engaged or employed in the performance of this Agreement. Without limiting the generality of the foregoing, the Consultant shall observe all rules and regulations of federal, state, and local officials relating to the subject matter of this Agreement.

10.21 EMPLOYMENT ELIGIBILITY VERIFICATION (E-VERIFY):

In accordance with State of Florida, Office of the Governor, Executive Order 11-116 (superseding Executive Order 11-02; Verification of Employment Status), in the event performance of this Agreement is or will be funded using state or federal funds, the CONTRACTOR must comply with the Employment Eligibility Verification Program ("E-Verify Program") developed by the federal government to verify the eligibility of individuals to work in the United States and 48 CFR 52.222-54 (as amended) is incorporated herein by reference. If applicable, in accordance with Subpart 22.18 of the Federal Acquisition Register, the CONTRACTOR must (1) enroll in the E-Verify Program, (2) use E-Verify to verify the employment eligibility of all new hires working in the United States, except if the CONTRACTOR is a state or local government, the CONTRACTOR may choose to verify only new hires assigned to the Agreement; (3) use E-Verify to verify the employment eligibility of all employees assigned to the Agreement; and (4) include these requirement in certain subcontracts, such as construction. Information on registration for and use of the E-Verify Program can be obtained via the internet at the Department of Homeland Security Web site: http://www.dhs.gov/E-Verify.

10.22 PARTICIPATION IN OTHER PROCEEDINGS:

At the County's request, the Consultant shall allow itself to be joined as a party in any legal proceeding that involves the County regarding the design, construction, or installation of any matter which is the subject of this Agreement. This provision is for the benefit of the County and not for the benefit of any other party.

10.23 FURTHER DOCUMENTS:

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

10.24 NO WAIVER:

The failure of the Consultant or the County to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party's right to thereafter enforce the same in accordance with this Agreement.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the respective dates under each signature: Escambia County, Florida through its Board of County Commissioners, signing by its County Administrator, duly authorized to execute this Agreement and L&W Engineering, Inc., d/b/a Inovia Consulting Group, signing by and through its Principal, duly authorized to execute same.

COUNTY:
ESCAMBIA COUNTY, FLORIDA, a political subdivision of the State of Florida acting by and through its duly authorized Board of County Commissioners.

WITNESS: _____

WITNESS: _____

By: _____
Janice P. Gilley County Administrator

Date: _____

BCC Approved: May 7, 2020

CONSULTANT:
L&W Engineering, Inc., d/b/a Inovia Consulting Group, a for-profit corporation authorized to do business in the State of Florida.

By: _____
Principal

Date: _____

ATTEST: Corporate Secretary

By: _____
Secretary

or

WITNESS: _____

WITNESS: _____

[CORPORATE SEAL]

ARCHITECT - ENGINEER QUALIFICATIONS

ESCAMBIA COUNTY, FL

PART 1 - CONTRACT-SPECIFIC QUALIFICATIONS

A. CONTRACT INFORMATION

1. TITLE AND LOCATION *(City and State)*
Professional Services as Governed by Florida Statute 287.055 (Escambia County, Florida)

2. PUBLIC NOTICE DATE	3. PROJECT NUMBER
August 22, 2003	PD 02-03.79

B. ARCHITECT-ENGINEER POINT OF CONTACT

4. NAME AND TITLE
Russell Large, P.E., Principal

5. NAME OF FIRM	5a. FEDERAL EMPLOYERS'S ID (or SSN)
L&W Engineering, Inc., d/b/a Inovia Consulting Group	593580739

6. TELEPHONE NUMBER	7. FAX NUMBER	8. EMAIL ADDRESS
850-298-4213		RTL@inoviagroup.com

C. PROPOSED TEAM

(Complete this section for the prime contractor and all key subcontractors.)

	(Check) PRIME	(Check) J-V PARTNER	(Check) SUBCON-TRACTOR	9. FIRM NAME	10. ADDRESS	11. ROLE IN THIS CONTRACT
a.	ü			L&W Engineering, Inc., d/b/a Inovia Consulting Group [593580739] ☐ CHECK IF BRANCH OFFICE	2015 Centre Pointe Blvd., Ste. 103 Tallahassee, FL 32308	Civil Engineering
b.				☐ CHECK IF BRANCH OFFICE		
c.				☐ CHECK IF BRANCH OFFICE		
d.				☐ CHECK IF BRANCH OFFICE		
e.				☐ CHECK IF BRANCH OFFICE		
f.				☐ CHECK IF BRANCH OFFICE		

D. ORGANIZATIONAL CHART OF PROPOSED TEAM ☐ *(Attached)*

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Russell T. Large, P.E.	Civil Engineer	a. TOTAL	b. WITH CURRENT FIRM
		25	20

c. TELEPHONE NUMBER	d. FAX NUMBER	e. EMAIL ADDRESS
850-298-4213		RTL@inoviagroup.com

15. FIRM NAME AND LOCATION *(City and State)*

L&W Engineering, Inc., d/b/a Inovia Consulting Group

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS Civil Engineering - Auburn University, 1994	Professional Engineer Florida 53933 Professional Engineer Georgia PE026434

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

American Society of Civil Engineers (ASCE)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: State Road 263 (Capital Circle SW)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 — CONSTRUCTION *(If applicable)*: 2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Principal in Charge/Project Manager for roadway design engineering. Capacity project to upgrade Capital Circle Southwest from two-lane rural to six-lane divided urban section. This project extends from Springhill Road to SR 61 (Crawfordville Highway).

b.

(1) TITLE AND LOCATION *(City and State)*: State Road 10 from Apex Drive to East of County Road 59

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2011 — CONSTRUCTION *(If applicable)*: 2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Principal in Charge for this resurfacing project including 7 miles of State Road 10 (Mahan Drive) on the east side of Leon County to CR 59. This project included variations and exceptions for multiple elements including bridge width, vertical curves, and over 600 trees within the clear zone.

c.

(1) TITLE AND LOCATION *(City and State)*: State Road 30 (US 98) (Thomas Drive Flyover)

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 1999 — CONSTRUCTION *(If applicable)*: 2004

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Project Engineer for this capacity project to upgrade the intersection of US 98 and Thomas Drive. This project involved an eastbound elevated alignment, a westbound elevated alignment, a flyover alignment from US 98 westbound to Thomas Drive southbound, and other at-grade roadway alignments

d.

(1) TITLE AND LOCATION *(City and State)*: State Road 363 (Woodville Hwy) to Gail Avenue

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017 — CONSTRUCTION *(If applicable)*: n/a

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Principal in Charge for the Utility relocation plans associated with the widening and realignment project of Woodville Highway in Leon County.

e.

(1) TITLE AND LOCATION *(City and State)*: State Road 79 from US 98 to the Intercoastal Waterway Bridge

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 1999 — CONSTRUCTION *(If applicable)*: 2002

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

☐ Check if project performed with current firm

Capacity project to upgrade SR 79 from two-lane rural to four-lane divided highway. Served as the lead roadway design engineer for this multi-laning project in Bay County. Responsibilities as lead roadway engineer included geometric design, plans production, quantity computation and estimates, and utility coordination.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
Kyle Andree, PE	Civil Engineer	a. TOTAL	b. WITH CURRENT FIRM
		13	6

c. TELEPHONE NUMBER	d. FAX NUMBER	e. EMAIL ADDRESS
850-298-4213		KRA@inoviagroup.com

15. FIRM NAME AND LOCATION *(City and State)*

L&W Engineering, Inc., d/b/a Inovia Consulting Group

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS Civil Engineering - University of Florida, 2007	Professional Engineer Florida 77271 Professional Engineer Texas 109682

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

FDOT Temporary Traffic Control (TTC) Advanced Course

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: SR 20 (US 27) Apalachee Parkway Turn Lane at Target

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2013 — CONSTRUCTION *(If applicable)*: 2014

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Engineer of Record for this project which included the addition of a left turn lane along Apalachee Parkway and a receiving lane within the entrance to the Target Shopping Center. Mr. Andree was responsible for the design of the roadway and drainage elements by providing construction drawings and specifications.

b.

(1) TITLE AND LOCATION *(City and State)*: SR 10 (US 90 / Mahan Drive) from Apex Drive to East of CR 59

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2011 — CONSTRUCTION *(If applicable)*: 2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Project Engineer for the plans update portion of this project. Responsibilities included researching all design criteria updates between when the original design was completed and the plans update was requested, revising the plans accordingly and updating all quantities and cost estimates.

c.

(1) TITLE AND LOCATION *(City and State)*: SR 263 (Capital Circle SW) from Springhill to SR 61

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2020 — CONSTRUCTION *(If applicable)*: 2024

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Project Engineer for the Traffic Control Plans for this capacity project to upgrade Capital Circle from two-lane rural to six-lane divided urban section. Responsibilities included the preparation of construction plans, coordination between the other roadway and drainage elements, and providing roadway design assistance.

d.

(1) TITLE AND LOCATION *(City and State)*: SR 13 (Henricks Avenue) from Cornell Road to San Marco Boulevard

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015 — CONSTRUCTION *(If applicable)*: 2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Project Engineer for this resurfacing project including re-striping to accommodate bike lanes and on-street parking. Since the on-street parking and bicycle facilities had the potential for competing interest, the new green painted standard for bike lanes was used to warn both drivers and cyclist of the potential conflict.

e.

(1) TITLE AND LOCATION *(City and State)*: SR 16 at Peters Creek

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2014 — CONSTRUCTION *(If applicable)*: 2015

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Project Engineer for this bridge culvert replacement and widening project. Provided value engineering change proposal for the traffic control plans.

E. RESUMES OF KEY PERSONNEL PROPOSED FOR THIS CONTRACT

(Complete one Section E for each key person.)

12. NAME	13. ROLE IN THIS CONTRACT	14. YEARS EXPERIENCE	
James F. (Jim) Waddell III, PE	Civil Engineer	a. TOTAL	b. WITH CURRENT FIRM
		31	20

c. TELEPHONE NUMBER	d. FAX NUMBER	e. EMAIL ADDRESS
850-298-4213		JFW@inoviagroup.com

15. FIRM NAME AND LOCATION *(City and State)*

L&W Engineering, Inc., d/b/a Inovia Consulting Group

16. EDUCATION *(DEGREE AND SPECIALIZATION)*	17. CURRENT PROFESSIONAL REGISTRATION *(STATE AND DISCIPLINE)*
BS Civil Engineering - Florida State University, 1987	Professional Engineer Florida 46019 Professional Engineer Georgia PE031985 Professional Engineer Alabama 28556-E Professional Engineer Mississippi 18067

18. OTHER PROFESSIONAL QUALIFICATIONS *(Publications, Organizations, Training, Awards, etc.)*

American Society of Civil Engineers (ASCE), Florida Engineering Society (FES), Institute of Transportation Engineers (ITE)

19. RELEVANT PROJECTS

a.

(1) TITLE AND LOCATION *(City and State)*: Franklin County School Multipurpose Building

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2011 — CONSTRUCTION *(If applicable)*: 2012

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Principal in Charge/Project Manager for site civil engineering and environmental permitting associated with addition of a 12,000 gsf mol kindergarten multipurpose building addition to the Franklin County K-12 School. Work included verification of pond capacity and wetland permitting coordination with the NWFWMD, FDEP and ACOE.

b.

(1) TITLE AND LOCATION *(City and State)*: Franklin County School Bus Barn

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2013 — CONSTRUCTION *(If applicable)*: n/a

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Principal in Charge/Project Manager for site civil engineering and environmental permitting associated with design of a 10,884 sf bus maintenance facility and fueling station. Stormwater design was completed to meet both NWFWMD and FDOT requirements for discharge to State Road 65 Right of Way. Provided utility coordination with EPWSD.

c.

(1) TITLE AND LOCATION *(City and State)*: WT Moore School Administration Building

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2015 — CONSTRUCTION *(If applicable)*: 2017

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Principal in Charge for site civil engineering and permitting associated with the design of a 5,300 gsf administrative building addition and extended bus loop and child drop off loop at the school front entry. Work involved planning of work for when school was in session and coordination with the City for off-site stormwater impacts.

d.

(1) TITLE AND LOCATION *(City and State)*: Tri Delta Sorority Redevelopment

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2017 — CONSTRUCTION *(If applicable)*: 2019

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Principal in Charge for site civil engineering and permitting associated with the design of a 22,329 gsf new sorority residence hall and and food service facility near the campus of Florida State University. Careful attention to detail for parking, pedestrian access and utility coordination was required.

e.

(1) TITLE AND LOCATION *(City and State)*: Bobcat of Tallahassee

(2) YEAR COMPLETED — PROFESSIONAL SERVICES: 2016 — CONSTRUCTION *(If applicable)*: 2016

(3) BRIEF DESCRIPTION *(Brief scope, size, cost, etc.)* AND SPECIFIC ROLE

ü Check if project performed with current firm

Principal in Charge for site civil engineering and permitting associated with the design of a 14,000 gsf office and service building in Midway, Gadsden County, Florida. Specific attention to detail for storage of materials and equipment and large truck access was included in the design.

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 1

21. TITLE AND LOCATION *(City and State)*: SR 263 (Capital Circle SW) - Tallahassee, FL

22. YEAR COMPLETED

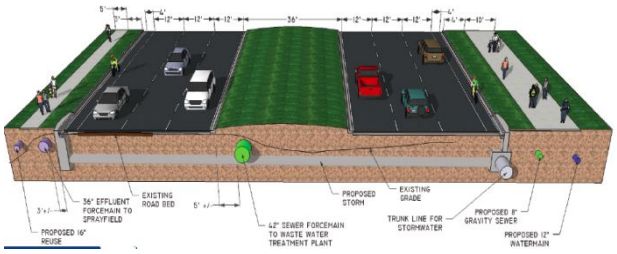
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2013	2024

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Florida Department of Transportation	Clay Hunter	850-415-9001
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	chunter@HNTB.com	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Capacity improvement project to widen Capital Circle from a 2-lane rural to a 6-lane divided highway. The project includes new bridges at Munson Slough, intersection improvements at SR 61 (Crawfordville Hwy), and multi-use paths throughout the corridor. The roadway typical section will be in keeping with other segments of Capital Circle already completed. This project is administered by FDOT and includes involvement of the Blueprint2000 agency. Utility improvements include upgrades of the City of Tallahassee water and sewer collection systems, which are proposed to be completed under a Joint Participation Agreement. The project is designed to accommodate existing high capacity utilities including a 36" re-use force main and a 42" raw sewer force main through the corridor.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	L&W Engineering, Inc. dba Inovia Consulting Group	2015 Centre Pointe Blvd., Suite 103, Tallahassee, Florida 32308	Prime
b.			
c.			
d.			
e.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 2

21. TITLE AND LOCATION *(City and State)*: SR 10 (Mahan Drive) - Tallahassee, FL

22. YEAR COMPLETED

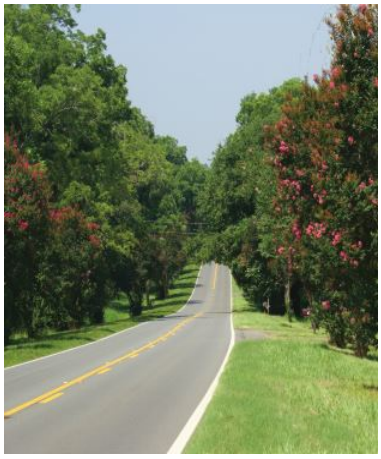
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2011	2017

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Florida Department of Transportation	Lisa Bell	850-330-1459
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	Lisa.Bell@dot.state.fl.us	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Inovia was responsible for creating the design plans for milling and resurfacing SR 10 (US 90) in Leon County, Florida. This segment of SR 10 begins north of the I-10 overpass at Apex Drive and ends east of the CR 59 intersection. In addition to the resurfacing, narrow bridge striping and signage was required for the Black Creek bridge. Other improvements incorporated in the design were evaluating the clear zone hazards and mitigating the hazards found to comply with current design standards. Inovia was instrumental in obtaining a Design Exception to preserve over
600 Crepe Myrtle trees. Inovia also facilitated utility coordination, permitting and public involvement for the Florida Department of Transportation on this project.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	L&W Engineering, Inc. dba Inovia Consulting Group	2015 Centre Pointe Blvd., Suite 103, Tallahassee, Florida 32308	Prime
b.			
c.			
d.			
e.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 3

21. TITLE AND LOCATION *(City and State)*	22. YEAR COMPLETED	
	PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
SR 83 (US 331) - DeFuniak Springs, FL	2008	2010

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Florida Department of Transportation	Alaina Webb	850-638-0250
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	Alina.Webb@dot.state.fl.us	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Inovia was responsible for creating the design plans for milling and resurfacing SR 83 (US 331) in DeFuniak Springs, Florida. This segment of SR 83 began south of the I-10 overpass as a rural section, transitioned to an urban section through town and ended at the US 90 intersection. In addition to the resurfacing, the left turn lane at Bruce Avenue was extended to accommodate school bus traffic which required a median closure at Park Avenue. Other improvements incorporated in the design were sidewalk and curb ramp repairs to meet current Americans with Disabilities Act (ADA) standards. Inovia also facilitated utility coordination, permitting and public involvement for the Florida Department of Transportation on this project. Coordination with Walton County and the City of Defuniak Springs.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	L&W Engineering, Inc. dba Inovia Consulting Group	2015 Centre Pointe Blvd., Suite 103, Tallahassee, Florida 32308	Prime
b.			
c.			
d.			
e.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 4

21. TITLE AND LOCATION *(City and State)*: Lafayette Street Roadway Improvements - Tallahassee, FL

22. YEAR COMPLETED

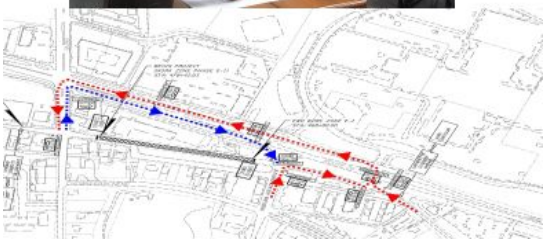
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2012	2014

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Leon County Public Works	Charles Wu	850-606-1544
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	WuC@leoncountyfl.gov	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This design-build project in the historical and highly recognizable Lafayette Street corridor in Tallahassee, Florida is an example of what can be accomplished with multi-agency coordination and cooperation. The project included roadway reconstruction, roadway milling and resurfacing, water and sewer utilities upgrades, stormwater improvements, turn lane additions, sidewalk construction, and landscape improvements on Lafayette Street between Seminole Drive and Winchester Lane, omitting the Magnolia Drive Intersection, which was previously improved with a different project. This project was recognized as the Big Ben AWPA 2014 Project of the Year in the Beautification Category.



BEFORE

AFTER

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	L&W Engineering, Inc. dba Inovia Consulting Group	2015 Centre Pointe Blvd., Suite 103, Tallahassee, Florida 32308	Prime
b.			
c.			
d.			
e.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 5

21. TITLE AND LOCATION *(City and State)*: SR 363 (Woodville Highway) - Tallahassee, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2017	n/a

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Lochner (Florida Department of Transportation)	David Freni	850-656-9027
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	dfreni@hwlochner	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

The Florida Department of Transportation is undertaking this project to widen Woodville Highway north of Capital Circle to Paul Russell Road. The project also consists of relocation of the St. Marks Trail, redirection of tra-ffic patterns at Gail Avenue, and a loop road connection between South Adams Street and South Monroe Street. Inovia is part of the design team as sub consultant to Lochner to perform utility coordination and preparation of utility relocation plans. The current design has been coordinated with the City of Tallahassee Utilities to avoid conflict with an existing high-pressure gas main. Other conflicts are being coordinated to minimize impacts with existing gravity sewer. BluePrint2000 is also involved to guide aesthetic improvements as this corridor is considered a gateway corridor to the community.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	L&W Engineering, Inc. dba Inovia Consulting Group	2015 Centre Pointe Blvd., Suite 103, Tallahassee, Florida 32308	Sub
b.			
c.			
d.			
e.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT
(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 6

21. TITLE AND LOCATION *(City and State)*: CR 67 Sidewalk Improvements- Carrabelle, FL

22. YEAR COMPLETED

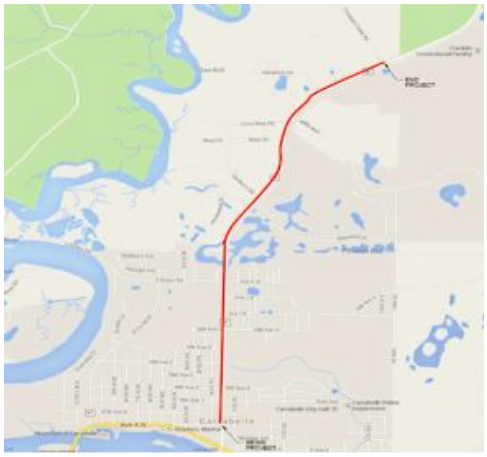
PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2016	2020

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Franklin County	Mark Curenton	850-653-9783
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	markc@franklincountyflorida.com	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

This is a federally funded FDOT Local Agency Program (LAP) project which includes the addition of 2.3 miles of sidewalk along CR 67 (Tallahassee Street) in Carrabelle, Florida. The project begins north of Avenue A North and continues along CR 67 on both sides of the road until the intersection of Three Rivers Road/Avenue K North, then on the east side only from Three Rivers Road/ Avenue K North to Crooked Creek Road. The work primarily consists of a new ADA compliant pedestrian walkway system including concrete sidewalks, crosswalks, pavement markings and other appurtenances.



25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	L&W Engineering, Inc. dba Inovia Consulting Group	2015 Centre Pointe Blvd., Suite 103, Tallahassee, Florida 32308	Prime
b.			
c.			
d.			
e.			

F. EXAMPLE PROJECTS WHICH BEST ILLUSTRATE PROPOSED TEAM'S QUALIFICATIONS FOR THIS CONTRACT

(Present as many projects as requested by the agency, or 10 projects, if not specified. Complete one Section F for each project.)

20. EXAMPLE PROJECT KEY NUMBER: 7

21. TITLE AND LOCATION *(City and State)*: CR 269 and CR 12 B (Glades Road)- Gadsden County, FL

22. YEAR COMPLETED

PROFESSIONAL SERVICES	CONSTRUCTION *(If applicable)*
2008	2010

23. PROJECT OWNER'S INFORMATION

a. PROJECT OWNER	b. POINT OF CONTACT	c. POINT OF CONTACT TELEPHONE NUMBER
Florida Department of Transportation	Karrie Harrell	850-330-1513
	d. POINT OF CONTACT EMAIL ADDRESS	e. POINT OF CONTACT FAX NUMBER
	kerrie.harrell@dot.state.fl.us	

24. BRIEF DESCRIPTION OF PROJECT AND RELEVANCE TO THIS CONTRACT *(Include scope, size, and cost)*

Inovia Consulting Group was responsible for the design of the Gadsden County roadway rehabilitation and resurfacing projects funded by the American Recovery and Reinvestment Act. Inovia and Peavy & Sons Construction were the design-build team chosen by FDOT for the rehabilitation and resurfacing of County Road 269 and County Road 12 B (Glades Road). Because of frequent parallel parking and high traffic volume, Maintenance of Traffic was a key consideration during planning and design. Design also included upgrades to non-compliant ADA sidewalks.

25. FIRMS FROM SECTION C INVOLVED WITH THIS PROJECT

	(1) FIRM NAME	(2) FIRM LOCATION *(City and State)*	(3) ROLE
a.	L&W Engineering, Inc. dba Inovia Consulting Group	2015 Centre Pointe Blvd., Suite 103, Tallahassee, Florida 32308	Prime
b.			
c.			
d.			
e.			

G. KEY PERSONNEL PARTICIPATION IN EXAMPLE PROJECTS

26. NAMES OF KEY PERSONNEL (From Section E, Block 12)	27. ROLE IN THIS CONTRACT (From Section E, Block 13)	28. EXAMPLE PROJECTS LISTED IN SECTION F (Fill in "Example Projects Key" section below before completing table. Place "X" under project key number for participation in same or similar role.)									
		1	2	3	4	5	6	7	8	9	10
Russell Large, P.E.	Civil Enigneer	X	X	X	X	X	X	X			
Kyle Andree, P.E.	Civil Engineer	X	X		X	X	X				
Jim Waddell, P.E.	Civil Engineer	X	X		X	X					

29. EXAMPLE PROJECTS KEY

NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)	NO.	TITLE OF EXAMPLE PROJECT (FROM SECTION F)
1	SR 263 (Capital Circle SW)	6	CR 67 Sidewalk Improvements
2	SR 10 (Mahan Drive)	7	CR 269 and CR 12B (Glades Road)
3	SR 83 (US 331)	8	
4	Lafayette Street Roadway Improvements	9	
5	SR 363 (Woodville Highway)	10	

H. ADDITIONAL INFORMATION

30. PROVIDE ANY ADDITIONAL INFORMATION REQUESTED BY THE AGENCY. ATTACH SHEETS AS NEEDED.

This information is being submitted in connection with the Perdido Key Multi-Use Path project being taken over from FDOT. We appreciate the opportunity to be considered by Escambia County for the important contract.

I. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

31. SIGNATURE

32. DATE

04/02/2020

33. NAME AND TITLE

Russell Large, P.E.

Request For Letters of Interest
Proposal for Professional Engineering Services

March 31, 2020

Escambia County, Engineering Department
Construction Management Division
3363 West Park Place
Pensacola, FL 32505

Inovia Consulting Group is pleased to submit this proposal for Professional Engineering Consulting Services for Escambia County Florida. Within our proposal, we trust you will find the Inovia team's qualifications provide a combination of experience and commitment to serving the public that is unmatched.

FIRM BACKGROUND

Founded in 1999, Inovia Consulting Group provides consulting engineering services in the disciplines of general civil engineering, stormwater and drainage design, roadway design, utility engineering, structural engineering, environmental permitting and land planning. Through 20 plus years of operation and over 50 years combined engineering experience, we have focused the company based upon a simple business philosophy:

"To develop a genuine professional relationship with our clients by taking a proactive interest and approach to the success of their projects."

INOVIA'S COMPETITIVE ATTRIBUTES

In addition to our dedication to all of our clients, we believe our professional relationship with our clients has been successful due to several factors. These factors are what separates Inovia from the crowd and why we are the logical choice for this selection.

- Proudly, Inovia is a small firm that has the flexibility and aggressiveness to execute project requirements very quickly.
- Inovia's company ownership is hands-on and has direct involvement in project management and engineering issues, therefore, expediting the development of engineering solutions for our clients.
- Inovia has demonstrated commitment and dedication to our clients, the quality of our work product, and to the public at large.
- Inovia staff has the ability to communicate effectively, both written, graphically, and orally with clients and the public on projects with which we are engaged.
- Inovia has extensive knowledge of FDOT project production especially including work in the environmentally sensitive area of Perdido Key.

Along with the above attributes, we understand the importance of keeping our customers in mind during the development of various project responsibilities. Our customers are many and include not only the public at large, but intermediate and future users of our work product such as Escambia County staff, contractors, material suppliers, and many others. Inovia will always strive to provide the highest level of quality and service to all our customers. We know that working side-by-side with Escambia County staff, its consultants and having the ability to effectively communicate and coordinate efforts during design is critical to the overall success of projects.

TEAM CAPABILITIES
Our staff brings experience to the firm in the production and management of engineering projects that range from complete utility system rehabilitation and replacement, major highway interchange design, stormwater and drainage improvement projects and studies, structural engineering to local land development and permitting.

Inovia staff includes managing principals, project managers, design engineers, as well as technical and administrative support staff. Inovia's staff, which currently totals 6, may be categorized as follows.

Managing Principals: 2 Registered PE's
Project Managers: 1 Registered PE's
Technical Support: 2 Non-Registered
Administrative: 1

Indicative of the Inovia team's capability to manage projects with a high degree of efficiency and professionalism, our recent accomplishments include:

- Selection by FDOT for various projects including roadway capacity projects, resurfacing projects, and multi-use path projects.
- Long standing professional relationships with public sector clients based on a reputation for successful projects.

COMMITMENT
Through this combination key personnel and track record of successful projects, we offer for your consideration a team that has the commitment that is essential to meet your needs and exceed your expectations for customer service, responsiveness, and quality. We appreciate the opportunity to submit this proposal for this very important contract. We are excited about the opportunity to be of service to Escambia County. Thank you for your consideration.

RESPONSIBLE OFFICE
The responsible office will be the Tallahassee office of Inovia Consulting Group, and the authorized respondent is:

Russell Large, P.E., Principal
Inovia Consulting Group
2015 Centre Pointe Blvd., Suite 103
Tallahassee, Florida 32308
Phone 850.298.4213
RTL@inoviagroup.COM

The proposal submitted herewith is in all respects fair and in good faith without collusion or fraud and I have the authority to bind the principal proponent.

Respectfully,
INOVIA CONSULTING GROUP

Russell Large, P.E.
Principal

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17843 **County Administrator's Report 12. 51.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Solicitation
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning a Bureau of Justice Assistance Application for the Coronavirus Emergency Supplemental Funding Program Solicitation Fiscal Year 2020 Formula Grant Solicitation - William R. Powell, Director of Corrections

That the Board take the following action concerning the Application to provide funding to assist eligible local units of government in preventing, preparing for, and responding to the coronavirus, as related to related law enforcement and corrections programs, in the amount of $370,107:

A. Approve the Bureau of Justice Assistance Application for the Coronavirus Emergency Supplemental Funding (CESF) Program Solicitation Fiscal Year 2020 Formula Grant Solicitation. This Application is for a two-year Grant period beginning January 20, 2020, totaling $370,107;

B. Authorize the Chairman to electronically sign the Application for funding assistance, the standard assurances, certifications regarding lobbying, debarment and drug-free workplace requirements regarding the local coronavirus response project, and sign the Financial Management and System of Internal Controls Questionnaire; and

C. Authorize the Chairman to electronically submit the Application on behalf of the Board through the Bureau of Justice Assistance Grant portal.

[Funding: This Grant does not require matching funds, Fund 001, Cost Center 290401 and Fund 001, Cost Center 290402]

BACKGROUND:

The U.S. Department of Justice, Bureau of Justice Assistance (BJA) released the Fiscal Year 2020 Coronavirus Emergency Supplemental Funding (CESF) Program Formula Grant Solicitation on March 30, 2020. The program is intended to provide funding to assist eligible governmental agencies in preventing, preparing for, and responding to the coronavirus. These funds will go directly to support criminal justice needs related to coronavirus. Escambia county, based on the formula Grant, has been allocated $370,107; no local match is required.

Management teams from Escambia County Corrections (Corrections), Escambia County Sheriff's Office (ECSO), Clerk of Court, and County Administration met via teleconference on April 21, 2020 and April 22, 2020, to discuss project proposals based on the permissible uses of CESF funds. An agreement was reached to allocate Corrections $105,000 and ECSO $265,107. Corrections proposes the utilization of Grant funds for Personal Protective Equipment, sanitation/disinfection supplies and equipment, enhanced filtration supplies for HVAC systems, and advanced indoor air quality purification equipment. ECSO requests CESF allocation to fund off-road all-terrain vehicles (*ATV*) to patrol and enforce beach closures and social distancing requirements, laptop computers to provide portable work access for employees practicing Florida's "Safer at Home" executive order, Personal Protective Equipment, and sanitation/disinfection supplies.

While the solicitation is covered by Executive Order 12372, the Florida State Clearinghouse confirmed via email that the solicitation was not select for review.

BUDGETARY IMPACT:

The Grant draw-downs will be processed on a cost reimbursement basis. No additional funds are being requested from the Board.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Application has been reviewed and approved for legal sufficiency by Kristin Hual, Senior Assistant County Attorney.

PERSONNEL:

The Corrections Department staff will manage and implement the Grant project.

POLICY/REQUIREMENT FOR BOARD ACTION:

This Recommendation complies with all provisions of the Board of County Commissioners' Grant Policy.

IMPLEMENTATION/COORDINATION:

Corrections Department Staff will administer the Grant related project.

Attachments

Coronavirus Emergency Supplemental Funding Program Solicitation FY 2020 Formula Grant Solicitation

DOJ Questionnaire

APPLICATION FOR FEDERAL ASSISTANCE	2. DATE SUBMITTED	Applicant Identifier
1. TYPE OF SUBMISSION Application Non-Construction	3. DATE RECEIVED BY STATE	State Application Identifier
	4. DATE RECEIVED BY FEDERAL AGENCY	Federal Identifier

5.APPLICANT INFORMATION	
Legal Name Escambia County Board of County Commissioners	Organizational Unit Corrections
Address 2251 North Palafox Street Pensacola, Florida 32501-1722	Name and telephone number of the person to be contacted on matters involving this application Birchett, Lani (850) 595-0878
6. EMPLOYER IDENTIFICATION NUMBER (EIN) 59-6000598	7. TYPE OF APPLICANT County
8. TYPE OF APPLICATION New	9. NAME OF FEDERAL AGENCY Bureau of Justice Assistance
10. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 16.034 CFDA TITLE: Coronavirus Emergency Supplemental Funding Program	11. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT Coronavirus Emergency Supplemental Funding (CESF) Program Project to Prevent, Prepare for, and Respond to COVID-19 for Corrections and Law Enforcement.
12. AREAS AFFECTED BY PROJECT Unincorporated areas of Escambia County and the Escambia County Jail, Work Annex, and Work Release locations.	
13. PROPOSED PROJECT Start Date: January 20, 2020 End Date: January 20, 2022	14. CONGRESSIONAL DISTRICTS OF a. Applicant b. Project FL01

15. ESTIMATED FUNDING		16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE ORDER 12372 PROCESS? Program has not been selected by state for review
Federal	$370,107	
Applicant	$0	
State	$0	
Local	$0	
Other	$0	
Program Income	$0	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT? N
TOTAL	$370,107	

18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN DULY AUTHORIZED BY GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE IS REQUIRED.

Close Window

PROGRAM NARRATIVE

Coronavirus Emergency Supplemental Funding Program Solicitation
FY 2020 Formula Grant Solicitation
BJA Grant ID 2020-H2677-FL-VD

FLORIDA TIMELINE

The coronavirus was first detected in Florida on March 1, 2020 with Escambia detecting their first positive resident on March 16, 2020. Since then, the numbers have continued to swell. Florida has been ordered to temporarily close bars and night clubs, discontinue dining room service in restaurants, encouraging to-go orders, close all school campuses, and theme parks have voluntarily ceased operations. In an effort to reduce the transmission of coronavirus, Escambia County closed their beaches on March 20, 2020 at midnight. On April 1, 2020 Florida Governor Ron DeSantis issued a statewide stay-at-home order for Florida residents.

CORONAVIRUS PROJECTS

SUPPLIES

- Personal Protective Equipment and sanitizing/disinfecting supplies are essential for the daily utilization by law enforcement and corrections staff. Most items of this nature are consumable and onetime use. Both organizations combined employ over 1,000 employees with daily contact with the public. PPE and sanitizing supplies are paramount to deputy and corrections officer health, safety and welfare. Coronavirus cases continue to grow in Escambia therefore the depletion of inventory is expected to occur rapidly. For the health and safety of deputies and officers it is projected there will continue to be an enormous need for the next several months. It is imperative that these items are well stocked and accessible inhouse.

- Escambia County Corrections will utilize grant funding to provide the inmate housing area and administrative offices with a robust filtration system for the Heating, Ventilation, and Air Conditioning (HVAC) system. The coronavirus can spread in confined spaces despite screening at inmate intake, restrictions on visits and other measures the corrections department has already taken. To add another level of protection the filtration system will capture airborne viruses and bacteria from coughs and sneezes. While there's no guarantee a strong air filter will protect individuals from the coronavirus, clean air helps keep the immune system strong.

EQUIPMENT

- Escambia County Corrections will apply grant funding for the procurement of advanced air purification equipment that will target airborne allergens and pollutants in the corrections facility and improve indoor air quality. Bacteria and viruses indoors are transmitted widely by airborne dispersal. Infectious particles form free-floating droplets that can be inhaled. Eliminating infectious organisms at the source is difficult therefore the advanced air purification equipment is designed to remove airborne particles. An air purifier which removes viruses from the air reduces virus concentrations in the affected area thus reduces the potential for exposure.
- Escambia County is the western-most county in the state of Florida which is inviting to nearby states making Escambia County beaches a popular vacation destination as it is driving distance to many major metropolitan areas. Many of the metropolitan areas are considered hotspots for coronavirus infection. In order to deter residents and tourist from visiting area beaches and enforce beach closures, deputies from the Escambia

County Sheriff's Office (ECSO) were dispatched to area beaches to inform individuals of beach closures and prior to closures, social distancing rules. With 39 miles of sandy beaches to safeguard, the deputies will utilize all-terrain vehicles to most effectively reach individuals in the widespread beach area.

- Upon the Florida Governor's issuance of the statewide stay-at-home order, ECSO's sworn and non-sworn administrative employees required desktops to provide them with portable access to ECSO servers to work form home. These employees had access only to desktop computers at work. Due to size and number of components necessary it was not considered a viable option for transport. In order to maintain essential operations while following social distancing orders the laptops were necessary to fulfil daily work obligations for law enforcement staff.

Budget Detail - Year 1

Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N [(DOJ Financial Guide, Section 3.10)]	

A. Personnel

Name *List each name, if known.*	**Position** *List each position, if known.*	**Computation** *Show annual salary rate & amount of time devoted to the project for each name/position.*						
		Salary	***Rate***	***Time Worked*** *(# of hours, days, months, years)*	***Percentage of Time***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total(s)	**$0**	**$0**	**$0**

Narrative

B. Fringe Benefits					
Name *List each grant-supported position receiving fringe benefits.*	**Computation** *Show the basis for computation.*				
	Base	***Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative	

C. Travel										
Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Lodging, Meals, Etc.*	**Basis** *Per day, mile, trip, Etc.*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*						
				Cost	***Quantity***	***# of Staff***	***# of Trips***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			N/A					$0		$0
							Total(s)	**$0**	**$0**	**$0**
Narrative										

D. Equipment					
Item *List and describe each item of equipment that will be purchased*	**Computation** *Compute the cost (e.g., the number of each item to be purchased X the cost per item)*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
Advanced Indoor Air Quality Purification Equipment (Corrections)	1	$47,500.00	$47,500		$47,500
All-Terrain Vehicle (ECSO)	10	$8,963.80	$89,638		$89,638
Laptop Computers (ECSO)	70	$936.34	$65,544		$65,544
		Total(s)	**$202,682**	**$0**	**$202,682**

Narrative

Escambia County Corrections will apply grant funding for the procurement of advanced air purification equipment that will target airborne allergens and pollutants in the corrections facility and improve indoor air quality. Escambia County Sheriff's Office have been required to increase patrolling and enforcement social distancing then the subsequent beach closures in Escambia County. In order to quickly and efficiently attend to the congregation of large groups, the SO will utilize ATVs to deploy and navigate through beach sand to address offenders. ECSO’s sworn and non-sworn administrative employees required desktops to provide them with portable access to ECSO servers to work form home.

E. Supplies

Supply Items *Provide a list of the types of items to be purchased with grant funds.*	**Computation** *Describe the item and the compute the costs. Computation: The number of each item to be purchased X the cost per item.*				
	# of Items	***Unit Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
Personal Protective Equipment (Corrections)	12	$2,500.00	$30,000		$30,000
Personal Protective Equipment (ECSO)	12	$6,630.83	$79,570		$79,570
Sanitizing and Disinfection Supplies (Corrections)	12	$937.50	$11,250		$11,250
Sanitizing and Disinfection Supplies (ECSO)	12	$2,529.58	$30,355		$30,355
HVAC Filtration Materials (Corrections)	1	$16,250.00	$16,250		$16,250
		Total(s)	**$167,425**	**$0**	**$167,425**

Narrative

Personal Protective Equipment and sanitizing/disinfecting supplies are essential for the daily utilization by law enforcement and corrections staff. Most items of this nature are consumable and onetime use. Both organizations combined employ over 1,000 employees with daily contact with the public. PPE and sanitizing supplies are paramount to deputy and corrections officer health, safety and welfare. The PPE and santiation/disinfection supplies are based on purchases in tweleve months. Costs are expected to surpass the CESF allocation due to the response duration of coronavirus. The Escambia County Corrections will utilize grant funding to provide the inmate housing area and administrative offices with a robust filtration system for the Heating, Ventilation, and Air Conditioning (HVAC) system. The coronavirus can spread in confined spaces despite screening at inmate intake, restrictions on visits and other measures the corrections department has already taken. To add another level of protection the filtration system will capture airborne viruses and bacteria from coughs and sneezes.

F. Construction						
Purpose *Provide the purpose of the construction*	**Description of Work** *Describe the construction project(s)*	**Computation** *Compute the costs (e.g., the number of each item to be purchased X the cost per item)*				
		# of Items	***Cost***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
				$0		$0
			Total(s)	**$0**	**$0**	**$0**
Narrative						

G. Subawards (Subgrants)					
Description *Provide a description of the activities to be carried out by subrecipients.*	**Purpose** *Describe the purpose of the subaward (subgrant)*	**Consultant?** *Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	***Non-Federal Contribution***	***Federal Request***
					$0
		Total(s)	**$0**	**$0**	**$0**

Consultant Travel (if necessary)								
Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Hotel, airfare, per diem*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*					
			Cost	***Duration or Distance***	***# of Staff***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total	$0	$0	$0

Narrative	

H. Procurement Contracts			
Description	**Purpose**	**Consultant?**	

Provide a description of the products or services to be procured by contract and an estimate of the costs. Applicants are encouraged to promote free and open competition in awarding contracts. A separate justification must be provided for sole source procurements in excess of the Simplified Acquisition Threshold (currently $150,000).	*Describe the purpose of the contract*	*Is the subaward for a consultant? If yes, use the section below to explain associated travel expenses included in the cost.*			
			Total Cost	***Non-Federal Contribution***	***Federal Request***
					$0
		Total(s)	**$0**	**$0**	**$0**

Consultant Travel (if necessary)

Purpose of Travel *Indicate the purpose of each trip or type of trip (training, advisory group meeting)*	**Location** *Indicate the travel destination.*	**Type of Expense** *Hotel, airfare, per diem*	**Computation** *Compute the cost of each type of expense X the number of people traveling.*					
			Cost	***Duration or Distance***	***# of Staff***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
						$0		$0
					Total	$0	$0	$0

Narrative	

I. Other Costs

Description *List and describe items that will be paid with grants funds (e.g. rent, reproduction, telephone, janitorial, or security services, and investigative or confidential funds).*	**Computation** *Show the basis for computation*

	Quantity	*Basis*	*Cost*	*Length of Time*	*Total Cost*	*Non-Federal Contribution*	*Federal Request*
					$0		$0
				Total(s)	**$0**	**$0**	**$0**

Narrative	

J. Indirect Costs					
Description *Describe what the approved rate is and how it is applied.*	**Computation** *Compute the indirect costs for those portions of the program which allow such costs.*				
	Base	***Indirect Cost Rate***	***Total Cost***	***Non-Federal Contribution***	***Federal Request***
			$0		$0
		Total(s)	**$0**	**$0**	**$0**

Narrative	

Budget Summary

Note: Any errors detected on this page should be fixed on the corresponding Budget Detail tab.

	Year 1		*Year 2 (if needed)*		*Year 3 (if needed)*		*Year 4 (if needed)*		*Year 5 (if needed)*		
Budget Category	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Federal Request	Non-Federal Request	Total(s)
A. Personnel	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
B. Fringe Benefits	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
C. Travel	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
D. Equipment	$202,682	$0	$0	$0	$0	$0	$0	$0	$0	$0	$202,682
E. Supplies	$167,425	$0	$0	$0	$0	$0	$0	$0	$0	$0	$167,425
F. Construction	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
G. Subawards (Subgrants)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
H. Procurement Contracts	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
I. Other	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Direct Costs	$370,107	$0	$0	$0	$0	$0	$0	$0	$0	$0	$370,107
J. Indirect Costs	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total Project Costs	$370,107	$0	$0	$0	$0	$0	$0	$0	$0	$0	$370,107
Does this budget contain conference costs which is defined broadly to include meetings, retreats, seminars, symposia, and training activities? - Y/N										No	

OMB APPROVAL NUMBER
1121-0140

EXPIRES 05/31/2019

U.S. DEPARTMENT OF JUSTICE

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 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 Department 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 the Department 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 the Department 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. § 1681); 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 809(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (34 U.S.C. § 10228(c)); section 1407(e) of the Victims of Crime Act of 1984 (34 U.S.C. § 20110(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (34 U.S.C. § 11182(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (34 U.S.C. § 12291(b)(13)), which will apply to all awards made by the Office on Violence Against Women, also may apply to an award made otherwise;
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 the Department 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), 38 (regarding faith-based or religious organizations participating in federal financial assistance programs), and 46 (human subjects protection).

(6) I assure that the Applicant will assist the Department 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 the Department based on the application.

(8) I assure that, if the Applicant is a governmental entity, with respect to the award (if any) made by the Department 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.

(9) If the Applicant applies for and receives an award from the Office of Community Oriented Policing Services (COPS Office), I assure that as required by 34 U.S.C. § 10382(c)(11), it will, to the extent practicable and consistent with applicable law--including, but not limited to, the Indian Self- Determination and Education Assistance Act--seek, recruit, and hire qualified members of racial and ethnic minority groups and qualified women in order to further effective law enforcement by increasing their ranks within the sworn positions, as provided under 34 U.S.C. § 10382(c)(11).

(10) If the Applicant applies for and receives a DOJ award under the STOP School Violence Act program, I assure as required by 34 U.S.C. § 10552(a)(3), that it will maintain and report such data, records, and information (programmatic and financial) as DOJ may reasonably require.

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 34 U.S.C. §§ 10271-10273), 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 the Department?s awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Close Window

U.S. DEPARTMENT OF JUSTICE

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the U.S. Department of Justice ("Department") determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by 31 U.S.C. § 1352, as implemented by 28 C.F.R. Part 69, the Applicant certifies and assures (to the extent applicable) the following:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) If the Applicant's request for Federal funds is in excess of $100,000, and 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 grant or cooperative agreement, the Applicant shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities" in accordance with its (and any DOJ awarding agency's) instructions; and

(c) The Applicant shall require that the language of this certification be included in the award documents for all subgrants and procurement contracts (and their subcontracts) funded with Federal award funds and shall ensure that any certifications or lobbying disclosures required of recipients of such subgrants and procurement contracts (or their subcontractors) are made and filed in accordance with 31 U.S.C. § 1352.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

A. Pursuant to Department regulations on nonprocurement debarment and suspension implemented at 2 C.F.R. Part 2867, and to other related requirements, the Applicant certifies, with respect to prospective participants in a primary tier "covered transaction", as defined at 2 C.F.R. § 2867.20(a), that neither it nor any of its principals--

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) has within a three-year period preceding this application been convicted of a felony criminal violation under any Federal law, or been convicted or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, tribal, or local) transaction or private agreement or transaction;

(c) is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, tribal, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and/or

(d) has within a three-year period preceding this application had one or more public transactions (Federal, State, tribal, or local) terminated for cause or default.

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application. Where the Applicant or any of its principals was convicted, within a three-year period preceding this application, of a felony criminal violation under any Federal law, the Applicant also must disclose such felony criminal conviction in writing to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov), unless such disclosure has already been made.

3. FEDERAL TAXES

A. If the Applicant is a corporation, it certifies either that (1) the corporation has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or (2) the corporation has provided written notice of such an unpaid tax liability (or liabilities) to the Department (for OJP Applicants, to OJP at Ojpcompliancereporting@usdoj.gov; for OVW Applicants, to OVW at OVW.GFMD@usdoj.gov; or for COPS Applicants, to COPS at AskCOPSRC@usdoj.gov).

B. Where the Applicant is unable to certify to any of the statements in this certification, it shall attach an explanation to this application.

4. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, as implemented at 28 C.F.R. Part 83, Subpart F, for grantees, as defined at 28 C.F.R. §§ 83.620 and 83.650:

A. The Applicant certifies and assures that it will, or will continue to, provide a drug-free workplace by--

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in its workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the award be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the award, the employee will--

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of the employee's conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the Department, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title of any such convicted employee to the Department, as follows:

For COPS award recipients - COPS Office, 145 N Street, NE, Washington, DC, 20530;

For OJP and OVW award recipients - U.S. Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7th Street, N.W., Washington, D.C. 20531.

Notice shall include the identification number(s) of each affected award;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. COORDINATION REQUIRED UNDER PUBLIC SAFETY AND COMMUNITY POLICING PROGRAMS

As required by the Public Safety Partnership and Community Policing Act of 1994, at 34 U.S.C. § 10382(c)(5), if this application is for a COPS award, the Applicant certifies that there has been appropriate coordination with all agencies that may be affected by its award. Affected agencies may include, among others, Offices of the United States Attorneys; State, local, or tribal prosecutors; or correctional agencies.

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 34 U.S.C. §§ 10271-10273), 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 the Department's awards, including certifications provided in connection with such awards, are subject to review by the Department, including by its Office of the Inspector General.

Close Window

U.S. DEPARTMENT OF JUSTICE
OFFICE OF JUSTICE PROGRAMS

Approved: OMB No. 1121-0329
Expires 11/30/2020

Background

Recipients' financial management systems and internal controls must meet certain requirements, including those set out in the "Part 200 Uniform Requirements" (2.C.F.R. Part 2800).

Including at a minimum, the financial management system of each OJP award recipient must provide for the following:

(1) Identification, in its accounts, of all Federal awards received and expended and the Federal programs under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number, Federal award identification number and year, and the name of the Federal agency.

(2) Accurate, current, and complete disclosure of the financial results of each Federal award or program.

(3) Records that identify adequately the source and application of funds for Federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligations, unobligated balances, assets, expenditures, income, and interest, and be supported by source documentation.

(4) Effective control over, and accountability for, all funds, property, and other assets. The recipient must adequately safeguard all assets and assure that they are used solely for authorized purposes.

(5) Comparison of expenditures with budget amounts for each Federal award.

(6) Written procedures to document the receipt and disbursement of Federal funds including procedures to minimize the time elapsing between the transfer of funds from the United States Treasury and the disbursement by the OJP recipient.

(7) Written procedures for determining the allowability of costs in accordance with both the terms and conditions of the Federal award and the cost principles to apply to the Federal award.

(8) Other important requirements related to retention requirements for records, use of open and machine readable formats in records, and certain Federal rights of access to award-related records and recipient personnel.

1. Name of Organization and Address:

Organization Name: ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS
Street1: 221 PALAFOX PLACE
Street2:
City: PENSACOLA
State: FLORIDA
Zip Code: 32502

2. Authorized Representative's Name and Title:

Prefix: First Name: Steven Middle Name:
Last Name: Barry Suffix:
Title: Chairman

3. Phone: (850) 595-4950 4. Fax:

5. Email: district5@myescambia.com

6. Year Established:	7. Employer Identification Number (EIN):	8. DUNS Number:
1821	596000598	75079673

9. a) Is the applicant entity a nonprofit organization (including a nonprofit institution of higher education) as described in 26 U.S.C. 501(c)(3) and exempt from taxation under 26 U.S.C. 501(a)? ☐ Yes ☒ No

If "No" skip to Question 10.

If "Yes", complete Questions 9. b) and 9. c).

AUDIT INFORMATION

9. b) Does the applicant nonprofit organization maintain offshore accounts for the purpose of avoiding paying the tax described in 26 U.S.C. 511(a)?	☐ Yes ☐ No
9. c) With respect to the most recent year in which the applicant nonprofit organization was required to file a tax return, does the applicant nonprofit organization believe (or assert) that it satisfies the requirements of 26 C.F.R. 53.4958-6 (which relate to the reasonableness of compensation of certain individuals)? If "Yes", refer to "Additional Attachments" under "What An Application Should Include" in the OJP solicitation (or application guidance) under which the applicant is submitting its application. If the solicitation/guidance describes the "Disclosure of Process related to Executive Compensation," the applicant nonprofit organization must provide -- as an attachment to its application -- a disclosure that satisfies the minimum requirements as described by OJP.	☐ Yes ☐ No

For purposes of this questionnaire, an "audit" is conducted by an independent, external auditor using generally accepted auditing standards (GAAS) or Generally Governmental Auditing Standards (GAGAS), and results in an audit report with an opinion.

10. Has the applicant entity undergone any of the following types of audit(s)(Please check all that apply):

- ☒ "Single Audit" under OMB A-133 or Subpart F of 2 C.F.R. Part 200
- ☐ Financial Statement Audit
- ☐ Defense Contract Agency Audit (DCAA)
- ☐ Other Audit & Agency (list type of audit):
- ☐ None (if none, skip to question 13)

11. Most Recent Audit Report Issued: ☒ Within the last 12 months ☐ Within the last 2 years ☐ Over 2 years ago ☐ N/A

Name of Audit Agency/Firm: Warren Averett CPAs and Advisors

AUDITOR'S OPINION

12. On the most recent audit, what was the auditor's opinion?

☒ Unqualified Opinion ☐ Qualified Opinion ☐ Disclaimer, Going Concern or Adverse Opinions ☐ N/A: No audits as described above

Enter the number of findings (if none, enter "0": 0

Enter the dollar amount of questioned costs (if none, enter "$0"): $ 0

Were material weaknesses noted in the report or opinion? ☐ Yes ☒ No

ACCOUNTING SYSTEM

13. Which of the following best describes the applicant entity's accounting system:

☐ Manual ☒ Automated ☐ Combination of manual and automated

14. Does the applicant entity's accounting system have the capability to identify the receipt and expenditure of award funds separately for each Federal award?	☒ Yes ☐ No ☐ Not Sure
15. Does the applicant entity's accounting system have the capability to record expenditures for each Federal award by the budget cost categories shown in the approved budget?	☒ Yes ☐ No ☐ Not Sure
16. Does the applicant entity's accounting system have the capability to record cost sharing ("match") separately for each Federal award, and maintain documentation to support recorded match or cost share?	☒ Yes ☐ No ☐ Not Sure

17. Does the applicant entity's accounting system have the capability to accurately track employees actual time spent performing work for each federal award, and to accurately allocate charges for employee salaries and wages for each federal award, and maintain records to support the actual time spent and specific allocation of charges associated with each applicant employee?	☒ Yes ☐ No ☐ Not Sure
18. Does the applicant entity's accounting system include budgetary controls to preclude the applicant entity from incurring obligations or costs that exceed the amount of funds available under a federal award (the total amount of the award, as well as the amount available in each budget cost category)?	☒ Yes ☐ No ☐ Not Sure
19. Is applicant entity familiar with the "cost principles" that apply to recent and future federal awards, including the general and specific principles set out in 2 C.F.R Part 200?	☒ Yes ☐ No ☐ Not Sure
PROPERTY STANDARDS AND PROCUREMENT STANDARDS	
20. Does the applicant entity's property management system(s) maintain the following information on property purchased with federal award funds (1) a description of the property; (2) an identification number; (3) the source of funding for the property, including the award number; (4) who holds title; (5) acquisition date; (6) acquisition cost; (7) federal share of the acquisition cost; (8) location and condition of the property; (9) ultimate disposition information?	☒ Yes ☐ No ☐ Not Sure
21. Does the applicant entity maintain written policies and procedures for procurement transactions that -- (1) are designed to avoid unnecessary or duplicative purchases; (2) provide for analysis of lease versus purchase alternatives; (3) set out a process for soliciting goods and services, and (4) include standards of conduct that address conflicts of interest?	☒ Yes ☐ No ☐ Not Sure
22. a) Are the applicant entity's procurement policies and procedures designed to ensure that procurements are conducted in a manner that provides full and open competition to the extent practicable, and to avoid practices that restrict competition?	☒ Yes ☐ No ☐ Not Sure
22. b) Do the applicant entity's procurement policies and procedures require documentation of the history of a procurement, including the rationale for the method of procurement, selection of contract type, selection or rejection of contractors, and basis for the contract price?	☒ Yes ☐ No ☐ Not Sure
23. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from entering into a procurement contract under a federal award with any entity or individual that is suspended or debarred from such contracts, including provisions for checking the "Excluded Parties List" system (www.sam.gov) for suspended or debarred sub-grantees and contractors, prior to award?	☒ Yes ☐ No ☐ Not Sure
TRAVEL POLICY	
24. Does the applicant entity: (a) maintain a standard travel policy? ☒ Yes ☐ No (b) adhere to the Federal Travel Regulation (FTR)? ☒ Yes ☐ No	
SUBRECIPIENT MANAGEMENT AND MONITORING	
25. Does the applicant entity have written policies, procedures, and/or guidance designed to ensure that any subawards made by the applicant entity under a federal award -- (1) clearly document applicable federal requirements, (2) are appropriately monitored by the applicant, and (3) comply with the requirements in 2 CFR Part 200 (see 2 CFR 200.331)?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards

26. Is the applicant entity aware of the differences between subawards under federal awards and procurement contracts under federal awards, including the different roles and responsibilities associated with each?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards
27. Does the applicant entity have written policies and procedures designed to prevent the applicant entity from making a subaward under a federal award to any entity or individual is suspended or debarred from such subawards?	☒ Yes ☐ No ☐ Not Sure ☐ N/A - Applicant does not make subawards under any OJP awards

DESIGNATION AS 'HIGH-RISK' BY OTHER FEDERAL AGENCIES

28. Is the applicant entity designated "high risk" by a federal grant-making agency outside of DOJ? (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.)

☐ Yes ☒ No ☐ Not Sure

If "Yes", provide the following:

(a) Name(s) of the federal awarding agency:

(b) Date(s) the agency notified the applicant entity of the "high risk" designation:

(c) Contact information for the "high risk" point of contact at the federal agency:

Name:

Phone:

Email:

(d) Reason for "high risk" status, as set out by the federal agency:

CERTIFICATION ON BEHALF OF THE APPLICANT ENTITY

(Must be made by the chief executive, executive director, chief financial officer, designated authorized representative ("AOR"), or other official with the requisite knowledge and authority)

On behalf of the applicant entity, I certify to the U.S. Department of Justice that the information provided above is complete and correct to the best of my knowledge. I have the requisite authority and information to make this certification on behalf of the applicant entity.

Name: Steven Barry, Chairman Date:

Title: ☐ Executive Director ☐ Chief Financial Officer ☒ Chairman

☐ Other:

Phone: (850) 595-4950

ATTEST: Pam Childers
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: Kristin D. Hual, SACA

Date: 05-01-2020

[SEAL]

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17846 **County Administrator's Report 12. 52.**
BCC Regular Meeting **Budget & Finance Consent**
Meeting Date: 05/07/2020
Issue: Software Upgrade for CorrecTek which is the Electronic Health Record software for the Correction Health Services Department
From: William Powell, Director, Corrections
Organization: Corrections
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Database Preparation for the Upgrade of the Current Software System for the Electronic Health Record - William R. Powell, Director of Corrections

That the Board approve and authorize the issuance of a Purchase Order totaling $59,360 for CorrecTek database preparation for the Spark Transition for the software upgrade to the current electronic health record software, per the quote provided.

BACKGROUND:

On July 7, 2009, Correctek and the Escambia County Sheriff's Office entered into an Agreement to obtain a license to CorrecTek's software and technology, in order to replace a paper-based system for the medical department management. On September 16, 2013, Escambia County Sheriff's Office and CorrecTek assigned the contract to the Escambia County Board of County Commissioners. Information Resources has been in contact with CorrecTek for this implementation.

BUDGETARY IMPACT:

Fund 111, Detention Jail Commissary, Cost Center 290406, Detention, Object Code 55201

LEGAL CONSIDERATIONS/SIGN-OFF:

Kristin Hual, Senior Assistant County Attorney, reviewed the initial Agreement and assignment.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

The 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 Purchase Order. The Corrections Department will be the Contract Administrator for this Agreement.

Attachments

CorrecTek Agreement and Assignment

CorrecTek Quote

COPY

SOFTWARE LICENSE AGREEMENT

This Software License Agreement is entered into by and between CorrecTek, Inc., a Kentucky corporation with a place of business at CorrecTek, Inc., 1640 McCracken Blvd., Paducah, Kentucky 42001, and Escambia County Sheriff's Office ("CLIENT"), with a mailing address at 2935 N "L" Street, Pensacola, FL 32523. The effective date of this Agreement shall be the last executed below ("Effective Date").

RECITALS

A. CORRECTEK, Inc. is the owner of a comprehensive software system, CorrecTek, designed to replace a paper-based system of medical department management.

B. ESCAMBIA COUNTY SHERIFF'S OFFICE, is a law enforcement agency operating a correctional facility desiring to enter into a Licensing Agreement for the non-exclusive right to utilize CorrecTek in a Correctional Facility Medical Department setting.

C. ESCAMBIA COUNTY SHERIFF'S OFFICE desires to obtain a license to certain CORRECTEK software and technology, in order to replace a paper-based system of medical department management. CORRECTEK is willing to grant ESCAMBIA COUNTY SHERIFF'S OFFICE such a license upon the terms and conditions set forth below.

AGREEMENT

1. DEFINITIONS

1.1 "SOFTWARE" means the CORRECTEK software developed or acquired by CORRECTEK to replace a paper-based system of medical department management.

1.2 "AUTHORIZED USER" (User) means any Agency employee employed by Licensee.

2. GRANT OF RIGHTS

2.1 Subject to payment of applicable license fees, CORRECTEK grants ESCAMBIA COUNTY SHERIFF'S OFFICE a non-exclusive and non-transferable license to use the executable code version of the SOFTWARE and accompanying documentation by AUTHORIZED USERS, according to the terms and conditions of this agreement.

2.2 ESCAMBIA COUNTY SHERIFF'S OFFICE agrees that it will not use SOFTWARE except as authorized herein, and ESCAMBIA COUNTY SHERIFF'S OFFICE may not (i) modify or create any derivative works of any SOFTWARE or documentation, including the translation or localization; (ii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code for SOFTWARE (except to the extent applicable laws specifically prohibit such restriction); (iii) redistribute, encumber, sell, rent, lease, sublicense, or use the SOFTWARE in a timesharing or service bureau arrangement, or otherwise transfer rights to any SOFTWARE; (iv) copy the SOFTWARE (except for an archival copy which must be stored on media other than a computer hard

drive) or documentation (copies shall contain the notices regarding proprietary rights that were contained in the SOFTWARE originally delivered by CORRECTEK); (v) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols, or labels in the SOFTWARE; (vi) modify any header files or class libraries in any SOFTWARE; (vii) create or alter tables or reports relating to the database portion of the SOFTWARE (except as necessary for operating the SOFTWARE); (viii) use CORRECTEK SOFTWARE on a computer system that has more workstations or computers than have been licensed from other vendors.

2.3 Assignment of Rights. As additional consideration, ESCAMBIA COUNTY SHERIFF'S OFFICE agrees that it will transfer and assign all rights to any customization, add-ons, modules or source code developed by CorrecTek and entered by Users into existing area formats of the SOFTWARE that ESCAMBIA COUNTY SHERIFF'S OFFICE creates, uses or embeds in or as part of its use of the SOFTWARE to CORRECTEK irrevocably and forever.

2.4 No Other Licenses. The licenses granted under this Agreement are specifically set forth herein, and no licenses are granted by CORRECTEK to ESCAMBIA COUNTY SHERIFF'S OFFICE by implication or estoppel.

3. INSTALLATION

CORRECTEK will provide the CORRECTEK SOFTWARE and database to the appropriate County IT personnel for implementation. It will be the sole discretion of County IT to install the initial database, CORRECTEK software and any subsequent updates.

4. FEES AND TAXES

4.1 ESCAMBIA COUNTY SHERIFF'S OFFICE shall pay fees to CORRECTEK, Inc. according to the fee schedule set forth in Exhibit "A" attached hereto and incorporated herein by reference.

4.2 The license fees due hereunder are exclusive of any applicable taxes. ESCAMBIA COUNTY SHERIFF'S OFFICE shall pay all taxes, including any sales and/or use tax (and any related interest/penalty), imposed as a result of the existence or operation of this Agreement, except any income tax upon CORRECTEK by any governmental entity.

4.3 Taxes. In addition to any other payments due under this Agreement, ESCAMBIA COUNTY SHERIFF'S OFFICE agrees to reimburse and hold CORRECTEK harmless from any sales, use, excise import or export, value added or similar tax or duty, or any other tax not based on CORRECTEK's net income, and any governmental permit and license fees, customs fees and similar fees levied upon delivery of the deliverable and/or services hereunder which CORRECTEK may incur in respect of this Agreement.

5. SUPPORT

5.1 Training. CORRECTEK will provide orientation and training to providers and staff of ESCAMBIA COUNTY SHERIFF'S OFFICE. Training shall commence on a mutually agreed upon schedule and date. Training will be conducted at the ESCAMBIA COUNTY SHERIFF'S OFFICE facility or a mutually agreeable

facility. Training for new or additional employees following the initial training and implementation of the SOFTWARE will be billed at the rate set forth on the Fee Schedule in Exhibit "A" attached hereto. Training and Certification in the use of the SOFTWARE is mandatory for all User employees of ESCAMBIA COUNTY SHERIFF'S OFFICE.

5.2 Support. CORRECTEK shall make Technical Support available to ESCAMBIA COUNTY SHERIFF'S OFFICE in respect to the SOFTWARE for as long as SOFTWARE remains part of CORRECTEK's product line. ESCAMBIA COUNTY SHERIFF'S OFFICE entitlement to technical support shall be contingent upon payment of the fees set forth in Exhibit "A" attached hereto.

6. TERM.

This Agreement shall have a term of one (1) year commencing on the date it is executed by both parties hereto, and thereafter it shall automatically renew for successive renewal terms of one year each unless either party gives written notice of its intent not to renew to the other party at least thirty (30) days prior to the date of any renewal. Upon renewal of this Agreement, ESCAMBIA COUNTY SHERIFF'S OFFICE shall pay CORRECTEK all fees set forth in Exhibit "A" attached hereto.

7. PROPRIETARY RIGHTS

7.1 Title. ESCAMBIA COUNTY SHERIFF'S OFFICE acknowledges that the SOFTWARE and MANUALS are the valuable trade secrets of CORRECTEK. CORRECTEK shall be the sole and exclusive owner of the SOFTWARE.

7.2 Proprietary Rights Notices. ESCAMBIA COUNTY SHERIFF'S OFFICE agrees that it will not alter or otherwise obscure any proprietary rights notices appearing in the SOFTWARE or MANUALS.

8. WARRANTY

ESCAMBIA COUNTY SHERIFF'S OFFICE acknowledges that because of the complexity of computer technology, CORRECTEK cannot and does not warrant that the software operations will be uninterrupted and error free. CORRECTEK warrants that for a period of Ninety (90) days after installation of the SOFTWARE (the "Warranty Period") the SOFTWARE will perform substantially in accordance with the Documentation. In the event of any defect arising during the Warranty Period, CORRECTEK shall correct such performance problems promptly following receipt of written notice from ESCAMBIA COUNTY SHERIFF'S OFFICE of such defects.

9. LIMITATION OF LIABILITY

Except as otherwise herein provided: (A) CORRECTEK shall not have any liability for incidental, consequential, indirect, special or punitive damages of any kind or for loss of revenue or loss of business arising out of or in connection with this agreement, regardless of the form of the action, whether in contract, tort (including negligence), strict software liability or otherwise, even if any representative of a party hereto has been advised of the possibility of such

damages; and (B) in no event shall CORRECTEK's liability under this agreement exceed the amounts paid by ESCAMBIA COUNTY SHERIFF'S OFFICE to CORRECTEK under this Agreement.

10. SOFTWARE ESCROW AGREEMENT

10.1 CorrecTek, Inc. has entered into a software escrow agreement, a copy of which is attached hereto as Exhibit "B" and incorporated by reference herein, whereby CorrecTek, Inc. has agreed to deposit with Escrow Agent, McMurray and Livingston, a Kentucky professional service corporation, a sealed package containing disk(s), disk packs, or other forms of media, in machine readable form and the written documentation prepared in connection therewith (the "Deposited Materials") for the computer software product CorrecTek. Based upon the terms of the Software Escrow Agreement, upon certain events the deposited materials can be made available to licensees of the computer software product CorrecTek.

11. DISPUTE RESOLUTION

11.1 Negotiation and Mediation. In the event of any dispute arising between the parties to this Agreement, other than a claim for non-payment of fees by CorrecTek against ESCAMBIA COUNTY SHERIFF'S OFFICE, negotiation will commence upon written notice from one party to the other. Settlement discussions and materials will be confidential and inadmissible in any subsequent proceeding without both parties' written consent. If the dispute is not resolved by negotiation within 45 days following such notice, the parties will refer the dispute to non-binding mediation conducted in the Florida county in which ESCAMBIA COUNTY SHERIFF'S OFFICE is located unless otherwise agreed upon by the parties. The parties shall share the costs of mediation.

11.2 Arbitration. If the dispute is not resolved within 45 days after mediation, the parties will refer the dispute to binding arbitration for final resolution pursuant to the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), by one arbitrator appointed in accordance with such rules. All arbitration proceedings shall take place in the Florida county in which ESCAMBIA COUNTY SHERIFF'S OFFICE is located and the laws applicable to the arbitration proceeding shall be the laws of the State of Florida. The award of the arbitrator shall be the sole and exclusive remedy between the parties regarding any claims, counterclaims, issues or accountings presented or pled to the arbitrator; shall be made and shall promptly be payable free of any tax, deduction or offset; any costs, fees or taxes incident to enforcing the award shall, to the maximum extent permitted by law, be charged against the party resisting such enforcement. Judgment upon the award of the arbitrator may be entered in the court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award or an order of enforcement.

11.3 Legal Fees. In the event of any dispute arising between the parties, the prevailing party shall be reimbursed by the non-prevailing party for any and all costs associated therewith, including reasonable attorneys' fees and paralegal fees for all stages of dispute resolution.

11.4 Limitations Period. Absent fraudulent concealment, neither party may raise a claim more than three years after it arises or any shorter period provided by applicable statutes of limitations.

12. MISCELLANEOUS

12.1 Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning the subject matter hereof and supersedes all prior and contemporaneous agreements and communications, whether oral or written, between the parties relating to the subject matter hereof, and all past courses of dealing or industry custom. The terms and conditions hereof shall prevail exclusively over any written instrument submitted by ESCAMBIA COUNTY SHERIFF'S OFFICE including any purchase order, and ESCAMBIA COUNTY SHERIFF'S OFFICE hereby disclaims any terms therein, except for terms therein relating to product description, quantity thereof, pricing thereof, shipment and delivery.

12.2 Terms of Agreement Severable. If a court having jurisdiction should hold any provision in this Agreement illegal or unenforceable, such provision shall be modified to the extent necessary to render it enforceable without losing its intent; or severed from this Agreement if no such modification is possible, and other provisions of this Agreement shall remain in full force and effect.

12.3 Headings. The headings of the sections of this Agreement are used for convenience only and shall have no substantive meaning.

12.4 Survival. The provisions of Sections 2.2, 2.3, 7.1, 7.2, 9, 10.1, 11.1, 11.2, 11.3 and 11.4 shall survive the termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized representatives, on the date first above written.

Escambia County Sheriff's Office LICENSEE	CorrecTek, Inc. LICENSOR
By: _____	By: _____
Name: DAVID MORGAN	Name: DAN JARRETT
Title: Sheriff ECSO	Title: PRESIDENT
Date: 6/30/09	Date: 7.7.09

Exhibit "A"

FEE SCHEDULE

The license and services provided to ESCAMBIA COUNTY SHERIFF'S OFFICE pursuant to this Agreement include four components. They are (1) a non-exclusive facility software license; (2) training, implementation and customization of the software system; (3) additional services, such as adding additional user interfaces and training new employees after the initial implementation; and (4) annual technical support and upgrades. ESCAMBIA COUNTY SHERIFF'S OFFICE agrees to pay CORRECTEK the following fees for the license and services:

FIRST YEAR FEES:

1. **NON-EXCLUSIVE FACILITY SOFTWARE LICENSE FEE..... $90,000.00**
   The Facility Software License Fee is a one-time charge for the software license granted pursuant to this Software License Agreement.

2. **TRAINING, IMPLEMENTATION AND CUSTOMIZATION FEE..... $47,447.04**
   Training, Implementation and Customization includes a facility assessment, delivery and installation of the software, on-site initial User training, on-site "Go Live" support and software customization. All CORRECTEK travel costs are included in the Training and Implementation Fee.

3. **ADDITIONAL FEES:**

   ADDITIONAL INTERFACE FEES:..... **$25,000.00**
   This fee is for modifications to accommodate specialized user interfaces for other software systems such as pharmacy, laboratory and jail management systems.

   1st year annual Technical support and upgrades fee...**(waived, 1st year)**..... **$11,520.00**

   TOTAL FIRST YEAR FEES..... $162,447.00

SUBSEQUENT YEAR FEES:

4. **ANNUAL TECHNICAL SUPPORT AND UPGRADE FEE..... $11,500.00**
   The Technical Support and Upgrade Fee is payable annually at the beginning of the second year of the Agreement and every year thereafter for which such support is desired. The Technical Support and Upgrade Fee includes all software upgrades, which will be provided as they are developed.

   This rate will remain effective for a period of **TWO (2) YEARS** after commencement of this Agreement. Thereafter, CORRECTEK may increase the Annual Maintenance and Support Fee by sending written notice of such increase to ESCAMBIA COUNTY SHERIFF'S OFFICE at least sixty (60) days prior to the annual contract renewal.

PAYMENT SCHEDULE:

ESCAMBIA COUNTY SHERIFF'S OFFICE agrees to pay the Total First Year Fees on the following schedule:

- 70% due upon execution of this Agreement;
- 25% due upon completion of installation and initial User training;
- 5% due Ninety (90) days after the "Go Live" date.

ASSIGNMENT AND ASSUMPTION
OF SOFTWARE LICENSE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF SOFTWARE LICENSE AGREEMENT (hereinafter referred to as "ASSIGNMENT") is entered into as of the 10th day of ~~August~~ September, 2013, by and between ESCAMBIA COUNTY SHERIFF'S OFFICE (hereinafter referred to as "ASSIGNOR"), ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS (ECBOCC), (hereinafter referred to as "ASSIGNEE"), and CORRECTEK, INC. (hereinafter referred to as "CORRECTEK"), (collectively the "PARTIES"), who hereby agree as follows:

1. Software License. "SOFTWARE LICENSE" means that certain Software License Agreement effective June 30, 2009 between CORRECTEK and ASSIGNOR, for the license of certain correctional EHR software to ASSIGNOR. A copy of the Software License Agreement is attached hereto as Exhibit A.

2. Assignment. For good and valuable consideration received by ASSIGNOR, the receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby grants, transfers, and assigns to ASSIGNEE all of the right, title and interest of ASSIGNOR in and to the SOFTWARE LICENSE.

3. Consent. Notwithstanding the provisions of the SOFTWARE LICENSE to the contrary, CORRECTEK ratifies, approves, and consents to ASSIGNOR assigning its right, title and interest in the SOFTWARE LICENSE to ASSIGNEE.

4. Assumption. ASSIGNEE hereby assumes the covenants, agreements, rights, duties, and obligations of ASSIGNOR which are applicable to the period, and required to be performed, from and after the date of this ASSIGNMENT, but not otherwise. No person or entity other than ASSIGNOR shall be deemed a beneficiary of the provisions of this Section 4.

5. Indemnification. ASSIGNOR agrees to be responsible, to the extent permitted by Florida law, for all obligations of the ASSIGNOR under the SOFTWARE LICENSE to the extent such obligations were applicable to the period, and required to be performed, prior to the date of this ASSIGNMENT . ASSIGNEE agrees to be responsible, to the extent permitted by Florida law, for all obligations assumed by the ASSIGNEE under the SOFTWARE LICENSE to the extent that such obligations are required to be performed, from and after the date of this ASSIGNMENT. ASSIGNEE is a state agency or political subdivision as defined in §768.28, Fla.Stat., and agrees to be fully responsible for the acts and omissions of his own agents or employees to the extent permitted by law. Nothing herein shall operate as a waiver of the ASSIGNEE'S sovereign immunity pursuant to the Florida Constitution and §768.28, Fla.Stat. There are no intended third party beneficiaries to this agreement and nothing herein shall be construed to grant any person, firm, or other entity which is not a signatory to this ASSIGNMENT any rights, benefits, or privileges to rely on or demand performance of any provision of this ASSIGNMENT.

6. Legal Expenses. PARTIES shall be responsible for their own attorneys' fees and costs in connection with any legal proceeding(s) seeking to enforce the terms of this ASSIGNMENT.

7. Jury Trial Waiver; Venue. The PARTIES hereby irrevocably, knowingly and voluntarily waive trial by jury in any action, proceeding or counterclaim brought by any of the parties against the other or their successors in respect to any matter arising out of or in connection with this ASSIGNMENT.

8. Successors and Assigns. This ASSIGNMENT shall be binding upon and inure to the benefit of each of the Parties and their respective successors and assigns.

9. Power and Authority. The PARTIES represent and warrant to the other that it is fully empowered and authorized to execute and deliver this ASSIGNMENT, and the individual signing this ASSIGNMENT on behalf of such Party represents and warrants to the other Party that he or she is fully empowered and authorized to do so.

IN WITNESS WHEREOF, the PARTIES have executed and delivered this Assignment as of the day and year first above written.

ESCAMBIA COUNTY SHERIFF

By: _____

Date: 9/10/2013

CorrecTek, Inc.

By: _____

Date: 9/23/13

ECBOCC

By: _____
Gene M. Valentino, Chairman

Date: 09-16-2013

BBC Approved 9-16-2013

ATTEST: Pam Childers
Clerk of the Circuit Court

BY: _____
Deputy Clerk

This document approved as to form and legal sufficiency

By _____

Title ACA

Date 9/11/13

STATEMENT OF LEGAL AUTHORITY

The undersigned hereby certifies that he/she is legal counsel for the Purchaser and has reviewed this Agreement/Contract/MOU. The undersigned further certifies that the individual executing this Agreement/Contract/MOU has legal authority to bind the Purchaser and that this Agreement/Contract/MOU is legally sufficient and binding under all statutes, regulations, policies and other laws applicable to purchases by the Purchaser.

LEGAL OFFICE

By: _____

G. E. Champagne, General Counsel
Printed Name, Title

STATEMENT OF AVAILABILITY

I certify funds are available to pay for the requested Agreement/Contract/MOU.

CHIEF FINANCIAL OFFICER

By: _____

Henrique Dias, CFO
Printed Name, Title

SIGNED AND AGREED

SHERIFF

By: _____

David Morgan, Sheriff
Printed Name, Title

9/10/13
Date Signed

CorrecTek Spark Transition Quote – Escambia County Corrections Department **Date: April 27, 2020**

DELIVERABLE	FEE
CorrecTek Spark Transition • We will perform a gap analysis to determine how we can optimize your daily processes within the Spark System. This will include any configuration necessary to update and/or edit any forms, templates, reports, protocols, etc. you are currently using, as well as the addition of anything new you may require. • Onsite Training – 3 CT Resources for 3 Days • Onsite Go-live Support – 3 CT Resources for 4 Days • Unlimited Access to the eLearning Library	$33,480.00
Estimated Travel: • 3 Resources for 7 Days	$5,880.00
TOTAL TRANSITION COST	**$39,360.00**

OPTIONAL SERVICES	
• Sick Call Import Feed	**$4,000** *One-time fee*
• Standard Commissary Interface	**$4,000** *One-time fee*
• Standard Radiology Interface	**$4,000** *One-time fee*
CorrecTek Advantage Plan (to be utilized after go-live) • Unlimited configuration requests. We will create and modify your forms, protocols, reports, workflows, etc. at your request. • Unlimited online training	**$1,000/Month** (In addition to monthly support)

1640 McCracken Boulevard | Paducah, Kentucky 42001
Telephone: 866-438-3671 | Fax: 270-744-0606

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17830 **County Administrator's Report 12. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/07/2020
Issue: State Law Enforcement Trust Fund Appropriation
From: Henrique Dias, Chief Financial Officer
Organization: Escambia County Sheriff's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning State Law Enforcement Trust Fund - Henrique Dias, Chief Financial Officer, Escambia County Sheriff's Office Finance Division

That the Board approve the following allocations of Law Enforcement Trust (LET) Funds, per the requirements of F.S. 932.7055(5), for Outside Agency partners in Escambia County for Fiscal Year 2019/2020:

A. Gulf Coast Council, Boy Scouts of America, in the amount of $7,500; and

B. The Her Foundation in the amount of $1,000.

Upon approval of these funding allocations, the Sheriff's Office will process all appropriate paperwork and submit for payment from LET Funds to the Escambia Clerk of the Circuit Court and Comptroller.

[Funding Source: Fund 121, Law Enforcement Trust Fund, Cost Center 540103, Aids to Private Organizations 58201]

BACKGROUND:

Per F.S. 932.7055(5), certain law enforcement activities generate a revenue stream that must be appropriated into the Law Enforcement Trust to be expended by the Sheriff. These funds support various law enforcement related activities in Escambia County.

List of Agencies with amount (appropriate backup for each agency is attached):

Gulf Coast Council, Boy Scouts of America - $7,500

The Her Foundation - $1,000

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

These funds may be expended upon request by the Sheriff to the Board of County Commissioners or by the Chief of Police to the governing body of the municipality, accompanied by a written certification that the request complies with the provisions of this subsection, and only upon appropriation to the Sheriff's Office or Police Department by the Board of County Commissioners or the governing body of the municipality.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Gulf Coast Council, Boy Scouts of America

The Her Foundation

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

April 23, 2020

Gulf Coast Council, Boy Scouts of America
Attn: William Egan
9440 University Parkway, Pensacola FL 32514

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated March 1, 2020.

Dear William Egan,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention, Drug Education, Safe Neighborhood or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $7500. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

FLORIDA
ACCREDITED

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☑ DRUG EDUCATION ☑ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☑ PROMOTE CRIME/DRUG ABUSE PREVENTION OR ☐ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: Gulf Coast Council, Boy Scouts of America DATE 03/01/2020

POINT OF CONTACT William Egan PH# 850-476-6336

EMAIL ADDRESS: william.egan@scouting.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 06/01/2020 AMOUNT REQUESTED: $ 15,000 $7,500.00

CHECK PAYABLE TO: Gulf Coast Council, Boy Scouts of America

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 9440 University Parkway City Pensacola State FL Zip Code 32514

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief WE (Initial)

NAME OF CERTIFYING OFFICIAL William Egan

TITLE OF CERTIFYING OFFICIAL Council Field Director

SIGNATURE (Digital) William Egan Digitally signed by William Egan Date: 2020.04.16 09:14:04 -05'00'

DATE 04/16/2020

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☑	☐	AMOUNT APPROVED $7,500.00
SHERIFF		☑	☐	I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

CFO ASSISTANT Date processed 4/23/20

DAVID MORGAN, SHERIFF

DATE 4/23/2020

ORIGINAL

ORGANIZATION/AGENCY NAME:

Gulf Coast Council, Boy Scouts of America

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

·Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

Supporting Documentation is attached. Please see attached. If you have a further questions please give me a call.

The SLET funds will be used to educate Scouts of Pensacola Bay District of the Gulf Coast Council and elementary age youth within Escambia County School District. We are requesting $15,000, of course any amount the Sheriff's Department can allocate is greatly appreciated. Here is the breakdown for the funds requested.

Local scouting produces local activities throughout the year that engage boys and girls from 7-21 years old and instill values into them through drug awareness, community service, and gun safety. Youth are taught at an early age that any type of a firearm is not a toy and should never be used as such, as they grow through our program, they learn more important details of gun safety from NRA base trained range masters. We offer drug awareness training for youth of all ages to learn to avoid the dangers. And finally, we offer youth a postive experience in which they learn the importance of giving back to the community. Our nearly 2,000 local registered scouters, recorded over 11,000 hours of community service in 2019.

1) **Crime Prevention Merit Badge Sponsor - $5,000** We are educating today's youth and helping them to become better citizens and leaders for tomorrow. We teach them to have them live by the Scout Oath and Scout Law which emphasizes (Trustworthy, Loyal, Helpful, Friendly, Courteous, Kind, Obedient, Cheerful, Brave, Clean, and Reverent), which will allow them to be the leaders and citizens that we want in the future. We will use the funds and designate the Escambia County Sheriff's Office as the official Crime Prevention Merit Badge Sponsor for the Gulf Coast Council (I have attached a sheet with the Merit Badge Sponsorship details.) It will go into the overall operating budget for the council to help provide the programs for the scouts of today that will make them the leaders for tomorrow. These funds provide the necessary financial support to fund several opportunities throughout the year for local youth to participate in the Crime Prevention Merit Badge. We host a summer camp program where boys and girls 11-18 can participate in Merit Badge classes during a weeklong program along with gun safety programs. We host a day long Merit Badge University that we can offer this as an option for youth to earn the Merit Badge and learn about crime prevention. We will also host merit badge classes in online sessions throughout the year in which youth can log

on and participate in a one-day online session about the Crime Prevention Merit Badge.

2) **Fall Camporee T-shirt Sponsor - $2,500** (will have approved Sheriff Artwork on the shirts) This is an annual weekend long campout for boys and girls from 11-21 that traditionally hosts 350-450 youth for activities and will be held in September of 2020.
3) **Cub Scout Day Camp Sponsor - $2,500** (will have approved Sheriff Artwork on the shirts) – this is an annual weeklong event over the summer for elementary age children 6-10 years old. We traditionally have 70+ youth participants, and it is through sponsorships such as this that we can keep the costs low for the participants. This gives youth an opportunity to learn about gun safety, community service, interactive activities, and STEM based learning projects.
4) **In School Drug Abuse Prevention Awareness Program - $7,500** (will have approved Sheriff Artwork on all flyers) Flyers are distributed to every Escambia County Student grade K-5th. We would use the following program offered through the Boy Scouts of America to train staff and leadership and purchase all the supplies necessary to provide handouts to the youth and present this program to elementary age youth through partnering with Escambia County School District and presenting classroom presentations or smaller assemblies. ***Drugs: A Deadly Game!*** is the drug abuse prevention awareness program of the Boy Scouts of America. It is a drug education experience designed to stimulate discussion in small groups and classroom settings and to get children talking—and learning—about the dangers of drug use and abuse. This is a program that we actively use with our youth annually through our program.

BOY SCOUTS OF AMERICA®
NATIONAL COUNCIL

January 26, 2018

Spencer C. Page, SE
Gulf Coast, #773
9440 University Parkway
Pensacola, FL 32514-5434

Re: Requests for information regarding your council's federal tax-exempt status

Dear Spencer:

This letter clarifies the tax-exempt status of your council. The Boy Scouts of America, National Council, is recognized as a public charity and tax exempt under IRC Section 501(c)(3), as well as IRC Section 170(b)(1)(A)(vi). We are not a private foundation as described in IRC Section 509(a). A copy of our current tax-exempt determination letter is attached.

For tax purposes, your council is a bona fide subordinate organization of the Boy Scouts of America, in good standing, and covered under the Boy Scouts of America's group exemption ruling, IRS Ruling No. 1761. Though the council is a separate entity and responsible for its own, independent audit, our exemption ruling extends the same recognition of tax-exempt status to this council as to the Boy Scouts of America National Council.

Each year, the Boy Scouts of America National Service Center submits to the IRS in electronic format a list of approved subordinate organizations which includes all local councils and their endowment trusts. Your council's information is on the attached list of subordinates.

On behalf of the many young men and women you serve in your council area, thank you again for all you do for Scouting. Questions, if any, can be directed to Russ McNamer, Associate General Counsel – Tax and Corporate, National Service Center, Legal Department, (972) 580-2226 (O), (214) 801-6974 (C) or Russ.McNamer@scouting.org.

Very truly yours,

Michael B. Surbaugh
Chief Scout Executive

Attachments
2018 IRS Letter
IRS Group Exemption Spreadsheet

1325 West Walnut Hill Lane
P.O. Box 152079
Irving, TX 75015-2079
972-580-2000
www.scouting.org

Prepared. For Life.®

IRS Department of the Treasury
Internal Revenue Service

ATLANTA GA 39901-0001

In reply refer to: 0752853556
Jan. 19, 2018 LTR 4167C 0
22-1576300 000000 00
00014044
BODC: TE

BOY SCOUTS OF AMERICA
STEPHANIE PHILLIPS
% JOHN A DIETER
1325 W WALNUT HILL LN
IRVING TX 75038-3008

006689

Employer identification number: 22-1576300
Group exemption number: 1761

Dear Taxpayer:

This is in response to your request dated Jan. 09, 2018, for information about your tax-exempt status.

Our records indicate we issued a determination letter to you in NOVEMBER 1965, and you're currently exempt under Internal Revenue Code (IRC) Section 501(c)(03).

We also recognized the subordinates on the list you submitted as exempt from federal income tax under IRC Section 501(c)(03).

For federal income tax purposes, donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106 and 2522.

Because IRC Section 170(c) describes your subordinate organizations, donors can deduct contributions they make to them.

Please refer to www.irs.gov/charities for information about filing requirements. Specifically, IRC Section 6033(j) provides that, if you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

In addition, each subordinate organization is subject to automatic revocation if it doesn't file a required return or notice for three consecutive years. Subordinate organizations can file required returns or notices individually or as part of a group return.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

0752853556
Jan. 19, 2018 LTR 4167C 0
22-1576300 000000 00
00014045

BOY SCOUTS OF AMERICA
STEPHANIE PHILLIPS
% JOHN A DIETER
1325 W WALNUT HILL LN
IRVING TX 75038-3008

Sincerely yours,

Teri M. Johnson
Operations Manager, AM Ops. 3

0000086 02/18/17

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

85-8013847946C-9	04/30/2017	04/30/2022	501(C)(3) ORGANIZATION
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

BOY SCOUTS OF AMERICA
GULF COAST COUNCIL
9440 UNIVERSITY PKWY
PENSACOLA FL 32514-5709

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Gulf Coast Council Boy Scouts of America

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
9440 University Parkway

Requester's name and address (optional)

6 City, state, and ZIP code
Pensacola, FL 32514

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
5 9 – 0 6 2 4 4 0 5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ _____ Date ▶ 4.23.18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

MAILING ADDRESS
P. O. Box 18770
Pensacola, Florida 32523
(850) 436-9630

LOCATION
1700 W. Leonard St.
Pensacola, Florida 32501
www.escambiaso.com

ESCAMBIA COUNTY SHERIFF'S OFFICE
David Morgan, Sheriff

April 23, 2020

The Her Foundation
Attn: Nancy Bullock-Prevot
6150 W. Fairfield Drive, Pensacola FL 32506

Re: Your Request for Funds from the Escambia Law Enforcement Trust Fund dated March 17, 2020.

Dear Nancy Bullock-Prevot,

We have received your request to provide your organization with funds from the Escambia Law Enforcement Trust (LET) fund. Your request for funding for Crime Prevention, Drug Prevention or other law enforcement purposes has been reviewed and approved by the Sheriff for the amount of $1000. The Sheriff has submitted your request to the Escambia County Board of County Commissioner with his written certification that the funds will be used for a purpose authorized by law.

Your request for LET funding, as approved by the Sheriff, is now awaiting review by the Escambia County Board of County Commissioners. The funds cannot be provided to you until your request is approved by the Board.

Please contact the County Commissioner for your district for information on the status of your request.

Point of contact in this matter is Daniel Capozzolo, C.F.O. administrative assistant at 850-436-9949.

ESCAMBIA COUNTY SHERIFF'S OFFICE
APPLICATION FOR
STATE LAW ENFORCEMENT TRUST FUND MONIES

ALL Requests MUST have a justification statement (Page 2) that encourages one of the following areas: (Check the appropriate box or boxes)

☑ CRIME PREVENTION ☑ DRUG PREVENTION ☐ DRUG EDUCATION ☐ SAFE NEIGHBORHOOD

Funds will be used for: (Check the appropriate box)

☐ PROMOTIONAL/ADVERTISING OR ☑ DIRECT SUPPORT

The Documents listed below MUST be attached to your request: (Check the appropriate boxes)

☑ 501c3 or c4 OR ☐ NOT-FOR-PROFIT AND ☑ W-9 AND ☑ CERTICATE OF EXEMPTION

To be considered the Application MUST be Completed, Signed and ALL Documentation Attached

ORGANIZATION/AGENCY NAME: The Her Foundation DATE 03/17/2020

POINT OF CONTACT Nancy Bullock-Prevot PH# (850) 444-8527

EMAIL ADDRESS: nprevot@honorher.org ☑ INITIAL REQUEST ☐ PREVIOUS REQUEST

DATE FUNDS NEEDED (The BOCC will process) 08/01/2020 AMOUNT REQUESTED: ~~$ 5,000~~ $1,000.00

CHECK PAYABLE TO: The Her Foundation Inc.

COMPLETE MAILING ADDRESS: ☐ NEW ADDRESS

Street 6150 W. Fairfield Dr. City Pensacola State FL Zip Code 32506

CERTIFICATION STATEMENT

1. As required by Florida law, the requested funds will be used for the purpose specified above, and no other purpose.
2. My agency shall, as required by Florida law, maintain records of these funds and provide such reports as may be requested by the Sheriff.
3. I have the appropriate authority (Board Member) on behalf of the requesting agency.
   a. To submit this application and to ensure funds are used for the purposes specified herein.
   b. To cause the required accounting and reporting of these funds.

All representations in this application are true to the best of my knowledge and belief (Initial)

NAME OF CERTIFYING OFFICIAL
Nancy Bullock-Prevot

SIGNATURE (Digital)

TITLE OF CERTIFYING OFFICIAL
CEO and Founder

DATE
03/17/2020

STAFF USE ONLY

	SIGNATURE	APPROVED	DENIED	COMMENTS
CFO		☑	☐	
LEGAL		☑	☐	
CHIEF		☐	☐	
SHERIFF		☑	☑	
CFO ASSISTANT	NOT Local			

AMOUNT APPROVED $1,000.00

I CERTIFY THIS REQUEST COMPLIES WITH FLORIDA STATUE 932.7055(5)

Date processed 4/23/20

DAVID MORGAN, SHERIFF

DATE 4-23-2020

ORIGINAL

No Banquet tickets etc. Home Foundation resell them.

ORGANIZATION/AGENCY NAME:

The Her Foundation

Per Florida State Statute Florida Statutes - Chapter 932.7055(5) - Such funds may be used only for school resource officer, Crime Prevention, Drug Abuse Education, Drug Prevention Programs or Safe Neighborhood or such other law enforcement purposes as the board of county commissioners or governing body of the municipality deems appropriate. PROVIDE A DESCRIPTION OF HOW YOUR AGENCY WILL BE USING THE FUNDING

JUSTIFICATION

REQUIRED INFORMATION

THIS APPLICATION CANNOT BE PROCESSED WITHOUT A JUSTIFICATION STATEMENT EXPLAINING YOUR PLANNED USE FOR FUNDING:

Be as specific as possible when describing how the monies will to be used in the effort to encourage Crime Prevention; Drug Education; Drug Prevention or Safe Neighborhoods.

YOU MAY PROVIDE ADDITIONAL PAGES WITH INFORMATION AS AN ATTACHMENT.

Begin Typing Here

To whom it may concern,

The HER Foundation is a nonprofit 501c3 (38-4012413) founded in 2016 that is dedicated to Honoring, Empowering, and Rebuilding our sisters in arms. Our organization helps reduce crime and drug abuse in the community by providing homeless females with food, housing, and adequate resources necessary for survival, preventing them from committing high risk acts such as theft, prostitution, drug trafficking, or sex trafficking. A large number of our female residents have also been victims of domestic violence crimes. Providing shelter and support through our foudation has allowed many females in our community to not only escape repeated domestic violence crimes, but become active advocates in the prevention of domestic violence in the community. On November 13th, 2020 the HER Foundation is hosting the "All Service Ball" in honor of all branches of the United States Armed Forces, local law enforcement, first responders, and spouses for a night of celebration and to honor those who serve and protect our community. To make this event successful, we need support from buisnesses and individuals. To help the foundation fund this event we are requesting a $5,000 donation packet purchased from your organization. Sponsorship of the "All Service Ball" will offset the cost of the event and will help The HER Foundation continue its mission to help prevent crime in the community and provide support, medical care, education, housing, and job placement services to homeless female veterans. Your donation would include 8 reserved seats at the "All Service Ball," swag bags for 8 guests, bottle service, 8 signature drink tickets, logo placement/listing on all market materials (social medi, press release, website, flyers, posters), verbal mention as event sponsor on all televsion and radio promos, and post-event recognition in print media. Please review the sponsorship information and send in your pledge to support our "All Service Ball." Thank you for considering this request. Please feel free to contact me with any questions and to discuss this opportunity and future partnership.

Sincerely,

Nancy Bullock-Prevot

Department of the Treasury
Internal Revenue Service
Cincinnati OH 45999-0038

Notice	CP148A
Notice date	June 5, 2017
Employer ID number	38-4012413
To contact us	Phone 1-800-829-0115
Page 1 of 1	

190530.761092.214316.12196 1 AB 0.403 370

HER FOUNDATION INC
% NANCY BULLOCK-PREVOT
6150 W FAIRFIELD DR
PENSACOLA FL 32506-3446

90530

We changed your mailing address

We updated our records for your mailing address.

We update our records anytime the address entered on a tax return is different from what we have in our records, or a Form 8822-B is received.

The address shown above is where we will mail any IRS notice or letter about your tax account. We also sent a confirmation notice to your previous mailing address.

What you need to do

Our update to your address may be for minor changes in words and abbreviations, such as using "Street" rather than "St." in your address. To avoid confusion, you or your tax preparer should always enter your correct mailing address in exactly the same way every time you file tax returns.

If the mailing address for IRS notices and letters shown above is correct, you do not need to do anything.

If the mailing address shown above is incorrect, call or write to us using the contact information at the top of this page. If you call, please review the most recent tax returns you filed for differences in addresses entered. For written correspondence, include a copy of this notice.

Caution for employers regarding third-party payroll providers

If we find any issues with an account, we send a letter or notice to your address of record. We strongly caution any employer against changing the address of record to that of a payroll service provider or other third party as it may significantly limit our ability to inform the employer of tax matters involving the business. The employer is ultimately responsible for depositing and paying all federal employment tax liabilities.

For more information, visit www.irs.gov and search keywords, "Change of Address" or "Outsourcing Payroll Duties."

Additional information

- Visit www.irs.gov/cp148a
- For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).
- Keep this notice for your records.

If you need assistance, please don't hesitate to contact us.

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JAN [illegible] 2017

THE HER FOUNDATION INC
5978 AUTUMN PINE CIR
PACE, FL 32571

Employer Identification Number:
38-4012413
DLN:
17053277338006
Contact Person:
DONALD G HERRING ID# 31171
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
September 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
August 15, 2016
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

THE HER FOUNDATION INC

Sincerely,

Jeffrey I. Cooper
Director, Exempt Organizations
Rulings and Agreements

Letter 947

0000071 04/27/17

FLORIDA

Consumer's Certificate of Exemption

Issued Pursuant to Chapter 212, Florida Statutes

DR-14
R. 10/15

Certificate Number	Effective Date	Expiration Date	Exemption Category
85-8017257002C-7	04/20/2017	04/30/2022	501(C)(3) ORGANIZATION

This certifies that

THE HER FOUNDATION INC
5978 AUTUMN PINES CIR
MILTON FL 32571-6364

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.

FLORIDA

Important Information for Exempt Organizations

DR-14
R. 10/15

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).

2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.

3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.

4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).

5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.

6. If you have questions regarding your exemption certificate, please contact the Exemption Unit of Account Management at 800-352-3671. From the available options, select "Registration of Taxes," then "Registration Information," and finally "Exemption Certificates and Nonprofit Entities." The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
THE HER FOUNDATION, INC.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☑ Other (see instructions) ▶ 501(c)3

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
5978 AUTUMN PINES CIR

Requester's name and address (optional)

6 City, state, and ZIP code
PACE, FL 32571

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
[ ][ ][ ] – [ ][ ] – [ ][ ][ ][ ]

or

Employer identification number
3 8 – 4 0 1 2 4 1 3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ [illegible]

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17744 **County Administrator's Report 12. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/07/2020
Issue: Recommendation Concerning the Acquisition of Real Property at 164 Diego Circle
From: CLARA LONG, Acting Director
Organization: Neighborhood & Human Svcs
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Acquisition of Real Property Located at 164 Diego Circle for the Erress Boulevard and Diego Circle Blight Reduction Project - Clara Long, Interim Neighborhood & Human Services Department Director

That the Board either approve, by super majority vote, or deny the following action:

A. Authorize the purchase of real property located at 164 Diego Circle, from Allen L. Janssen, for the Erress Boulevard and Diego Circle Blight Reduction Project, in the amount of $25,000 (County's appraised value is $19,000);

B. Approve the Contract for Sale and Purchase for the acquisition of real property located at 164 Diego Circle (.0560 acres); and

C. Authorize the County Attorney's office to prepare, and the Chairman or Vice Chairman to execute, subject to Legal Review and sign-off, any documents necessary to complete the acquisition of this property without further action of the Board.

This parcel is located in Commission District 3.

[Funding: Fund 129/2017 CDBG, Cost Center 370231]

BACKGROUND:

Westernmark subdivision located on Erress Boulevard and Valencia Arms subdivision located on Diego Circle are neighborhoods located in the CRA Palafox Redevelopment District. Many of the units within the neighborhood have become neglected and/or abandoned, leading to severe blighted and slum conditions. Escambia County has conducted multiple refuse "clean sweeps" through the neighborhood; there have been numerous repetitive code violations in which properties currently have outstanding liens.

During the June 22, 2017, BCC Meeting, the Board authorized staff to begin the process to pursue acquisition on all properties that had vacant lots and unoccupied structures. Neighborhood & Human Services staff have identified over 30 potential parcels to solicit for acquisitions. Staff has sent correspondence to all identified vacant properties and have completed appraisal reports, title insurance commitments, and other related activities in implementing the project. The acquisition checklist has been provided with this Recommendation.

A preliminary offer was made to the owner for the appraised value of the property at $19,000, but the owner has counter-offered with $25,000. The current property value from the Escambia County Property Appraiser notes the value at $13,592. Four votes from the Board would be needed to authorize this purchase price.

BUDGETARY IMPACT:

Funding for acquisition is budgeted in Fund 129, 2017 CDBG, Cost Center 370231.

LEGAL CONSIDERATIONS/SIGN-OFF:

Contract for Sale and Purchase was reviewed and approved as to form and legal sufficiency by Stephen West, Senior Assistant County Attorney. Any additional documents will be reviewed by the County Attorney's office for approval.

PERSONNEL:

Not applicable to this Recommendation. All work associated with this request is being handled by County staff.

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 action, Neighborhood & Human Services Department staff will implement in consultation with the County Attorney's office.

Attachments

Contract-164DiegoCircle-May72020

CONTRACT FOR SALE AND PURCHASE

This is a Contract for Sale and Purchase ("Contract"), between Allen L. Janssen, a married man, whose address is 7895 Hestia Place, Pensacola, Florida 32506 ("Seller"), and ESCAMBIA COUNTY, a political subdivision of the State of Florida, acting by and through its duly authorized Board of County Commissioners, whose address is 221 Palafox Place, Pensacola, Florida 32502 ("Buyer").

1. AGREEMENT. Seller agrees to sell and Buyer agrees to buy the real property described in Exhibit A, together with all structures, fixtures, and improvements (the "Property") upon the terms and conditions stated in this Contract. Authorization for this purchase was obtained during a duly advertised meeting of the Board of County Commissioners held on _____.

2. PURCHASE PRICE; PAYMENT. The purchase price is $25,000, payable to Seller at closing.

3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; FACSIMILE. If the Contract is not executed by and delivered to all parties, or fact of execution communicated in writing between the parties, the Contract will be null and void. A facsimile copy of the Contract and any signatures on the Contract will be considered for all purposes as originals. The effective date ("Effective Date") of the Contract is the date when the last party signs the Contract.

4. TITLE EVIDENCE. Within thirty (30) days from the Effective Date of this Contract, Buyer shall examine title to the Property. If the title is found to be defective in Buyer's opinion, Buyer shall notify Seller in writing specifying the defects, and Seller shall have one hundred twenty (120) days from receipt of notice within which to cure the defects and the date for closing shall be accordingly extended. If Seller is unsuccessful in removing the defects within that time to Buyer's reasonable satisfaction, Buyer shall have the option of either (i) accepting title as it then is, including the title defect, or (ii) terminating this Contract, whereupon Buyer and Seller shall be released for all obligations under the Contract.

5. SELLER'S AFFIDAVIT AS TO UNRECORDED MATTERS, POSSESSION AND MECHANIC'S LIENS. Subject to any provisions in the Contract to the contrary, Seller must furnish to Buyer at closing an affidavit in a form acceptable to the Buyer and sufficient to remove standard printed exceptions to title in an owner's policy of title insurance regarding (i) unrecorded matters (except for taxes not yet due and payable and special assessments not shown by the public records), (ii) parties in possession, except for the rights of tenants, if any, as tenants only, in possession and occupancy of the Property under written leases which have been furnished to Buyer by Seller and accepted by Buyer in writing, and (iii) mechanic's liens. Seller represents to Buyer that there are and at closing there will be no tenants or lessees occupying the Property or any portion of the Property. The Seller's Affidavit must contain information required for completion of Internal Revenue Service 1099 Form and a FIRPTA disclosure.

6. COSTS AND EXPENSES. Seller and Buyer will pay costs and expenses as follows: prorated ad valorem taxes and assessments (Seller); Deed Documentary Stamp Tax (Seller); Survey (Buyer); Title Insurance (Buyer); Recording of Deed (Buyer); Buyer's Attorney's Fees (Buyer); Seller's Attorney's Fees (Seller); Environmental Assessment (Buyer), costs to cure title defects and encumbrances on title (Seller).

7. BROKERS. Neither Buyer nor Seller have utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

8. TAXES AND ASSESSMENTS. All real estate taxes and assessments which are or which may become a lien against the Property must be satisfied by Seller at closing. In the event the closing occurs between January 1 and November 1, Seller must, in accordance with Section 196.295, Florida Statutes, place in escrow with the county tax collector an amount equal to the current taxes prorated to the date of transfer, based upon the current assessment and millage rates on the Property. In the event the closing occurs on or after November 1, Seller must pay to the tax collector an amount equal to the taxes that are determined to be legally due and payable.

9. CONVEYANCE AND TRANSFER OF TITLE. Seller shall convey title to the Property by Warranty Deed.

10. CLOSING. This transaction will be closed, and the Warranty Deed and other closing documents prepared by the Office of the County Attorney, 221 Palafox Place, Suite 430, Pensacola, Florida 32502. Closing shall occur on or before thirty (30) days from the Effective Date of this Contract unless the date for closing is extended by mutual agreement of the parties or as otherwise provided in this Contract.

11. CLOSING PROCEDURE; DISBURSEMENT OF PROCEEDS OF SALE. At closing, Seller shall deliver the Warranty Deed and the proceeds of the sale will be disbursed to Seller in accordance with a settlement statement signed by both parties.

12. FAILURE OF PERFORMANCE. If Buyer fails or refuses to perform the Contract and Seller is not in default under this Contract, Seller will receive the deposit/earnest money, if any, plus all interest accrued, and other reasonable costs incurred by the Seller in reliance on the Contract, to be paid by Buyer as liquidated damages, consideration for the execution of the Contract and in full settlement of any claims for damages and as Seller's sole remedy under the Contract and Seller has no right of specific performance. If Seller fails or refuses to perform the Contract for any reason and Buyer is not in default under the Contract, (i) Buyer may proceed in law or in equity to enforce Buyer's rights under the Contract, or (ii) Buyer may elect to terminate the Contract and to receive the return of Buyer's deposit, plus interest earned, and reimbursement from Seller for all costs and expenses Buyer incurred with regard to the Contract in full settlement of any claims for damages.

13. ATTORNEYS' FEES; COSTS. Each party shall be responsible for their own attorneys' fees and costs in connection with any litigation or other dispute resolution proceeding.

14. SURVIVAL. All representations and warranties contained in the Contract and any provision of the Contract which by their nature and effect are required to be observed, kept or performed after closing, (i) survive closing and the delivery of the Warranty Deed, and (ii) remain binding upon and for the benefit of the parties to the Contract, their respective successors and assigns, until fully observed, kept or performed.

15. ASSIGNABILITY. Buyer and Seller cannot assign the Contract or rights under the Contract without the express written consent of the other.

16. RISK OF LOSS. The risk of loss to the Property is the responsibility of Seller until closing.

17. RADON GAS. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the Escambia County public health unit.

18. OTHER AGREEMENTS. No prior or present agreements or representations are binding upon Buyer or Seller unless included in the Contract. No modification or change in the Contract is valid or binding upon the parties unless in writing and executed by the parties to be bound.

19. NOTICES. Any notice or demand to be given or that may be given under this Contract must be in writing and delivered by hand or delivered through the United States mail to:

TO BUYER:
Neighborhood Enterprise Division
c/o Meredith Reeves
221 Palafox Place, Suite 200
Pensacola, Florida 32502

TO SELLER:
Allen L. Janssen
7895 Hestia Place
Pensacola, Florida 32506

WITH A COPY TO:
Escambia County Attorney's Office
221 Palafox Place, Suite 430
Pensacola, Florida 32502

20. COUNTERPARTS. The Contract will be executed in duplicate counterparts, both of which taken together constitute one and the same instrument and any party or signatory may execute the Contact by signing a counterpart.

21. THIRD PARTY LEASES AND CONTRACTS. Seller shall at closing furnish to Buyer releases from any mortgage or existing leases.

22. SURVEY. Buyer may obtain a survey at its own expense. If Buyer prepares a survey and objectionable items are disclosed, objectionable matters will be viewed as title defects

and the provisions of Paragraph 4 shall apply.

23. INSPECTION OF PROPERTY. Upon reasonable notice and without disruption of Seller's current use of the Property, Buyer may have subsurface investigations and environmental audits of the Property made by qualified geotechnical and environmental engineers sufficient in the judgment of the inspecting engineer to ascertain whether or not the Property meets the standards acceptable to Buyer. In the event that the report indicates that the Property does not meet Buyer's standards, Buyer, by notice to Seller on or before 10 days prior to closing, has the option of terminating the Contract and Seller agrees to return any deposit paid by Buyer. Seller warrants that there are no facts known to Seller materially affecting the value of the Property, which are not readily observable by Buyer or which have not been disclosed to Buyer.

24. ACCESS. Upon prior notice to Seller, Buyer and Buyer's agents and representatives shall have the right to access the Property at any reasonable time prior to closing for the purpose of making the investigations, environmental audits, inspections and surveys authorized by the Contract, provided neither Buyer nor its agents interfere with the use of the Property by Seller or its employees or customers.

25. OCCUPANCY AND POSSESSION. Seller warrants delivery of possession of the Property to Buyer at closing.

26. CONDEMNATION. Seller conveys by sale the Property for public use and waives any right to compensation for the Property other than as provided for in the Contract. If at any time prior to closing, the Property or any portion of the Property is taken by the exercise of eminent domain by another entity possessing those powers or if any preliminary steps in any taking by eminent domain of all or any portion of the Property occurs prior to closing, Buyer may, at Buyer's option, within 10 days after notice of this fact from Seller, rescind the Contract and Seller must return any deposit paid under the Contract to Buyer. Upon refund of the deposit, plus any interest earned, Buyer and Seller are released, as to one another, of all further obligations under the Contract. Seller shall notify Buyer of any taking by eminent domain and all steps preliminary to any taking immediately upon Seller's knowledge of the occurrence. If Buyer does not exercise Buyer's option to rescind under this Paragraph, the Contract remains in full force and effect. In this event Seller, (i) shall pay to Buyer at closing all proceeds previously received by Seller from the condemning authority, and (ii) shall assign to Buyer at closing all proceeds to be paid by the condemning authority after closing by an instrument of assignment in a form reasonably acceptable to Buyer.

27. FOREIGN INVESTMENT AND REAL PROPERTY TAX ACT (FIRPTA) AFFIDAVIT. Seller agrees to furnish to Buyer at closing a transferor's certification disclosing under penalty of perjury Seller's foreign or non-foreign status and Seller's United States federal identification number. The certification must be, (i) in a form acceptable to Buyer, and (ii) if Buyer has non-foreign status, in a form meeting the requirements of Section 1445(a) of the Internal Revenue Code of 1986, as amended, and the Regulations under Section 1445(a).

THIS CONTRACT IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.

THIS CONTRACT SHALL NOT BE EFFECTIVE UNLESS APPROVED BY THE ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS AT A DULY NOTICED PUBLIC MEETING.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

ESCAMBIA COUNTY, FLORIDA by and through its duly authorized BOARD OF COUNTY COMMISSIONERS

ATTEST: Pam Childers
Clerk of the Circuit Court

Steven Barry, Chairman

Deputy Clerk

Date: _____

Approved as to form and legal sufficiency.
By/Title: Assist. County Atty
Date: March 3, 2020

BCC Approved: _____

SELLER:

Witness
Kenietra Smalls
Print Name

Allen L. Janssen

Date Feb. 21, 2020

Witness
Print Name

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 21st day of Feb., 2020, by Allen L. Janssen. He (_) is personally known to me, or (X) has produced current FL-DL J525 012 48 42 70 as identification.

(Notary Seal)

Anderson Lunsford III
Notary Public, State of Florida
Comm. Expires Oct. 17, 2020
Comm. No. GG39449

Signature of Notary Public

Anderson Lunsford III
Printed Name of Notary Public

Exhibit “A”

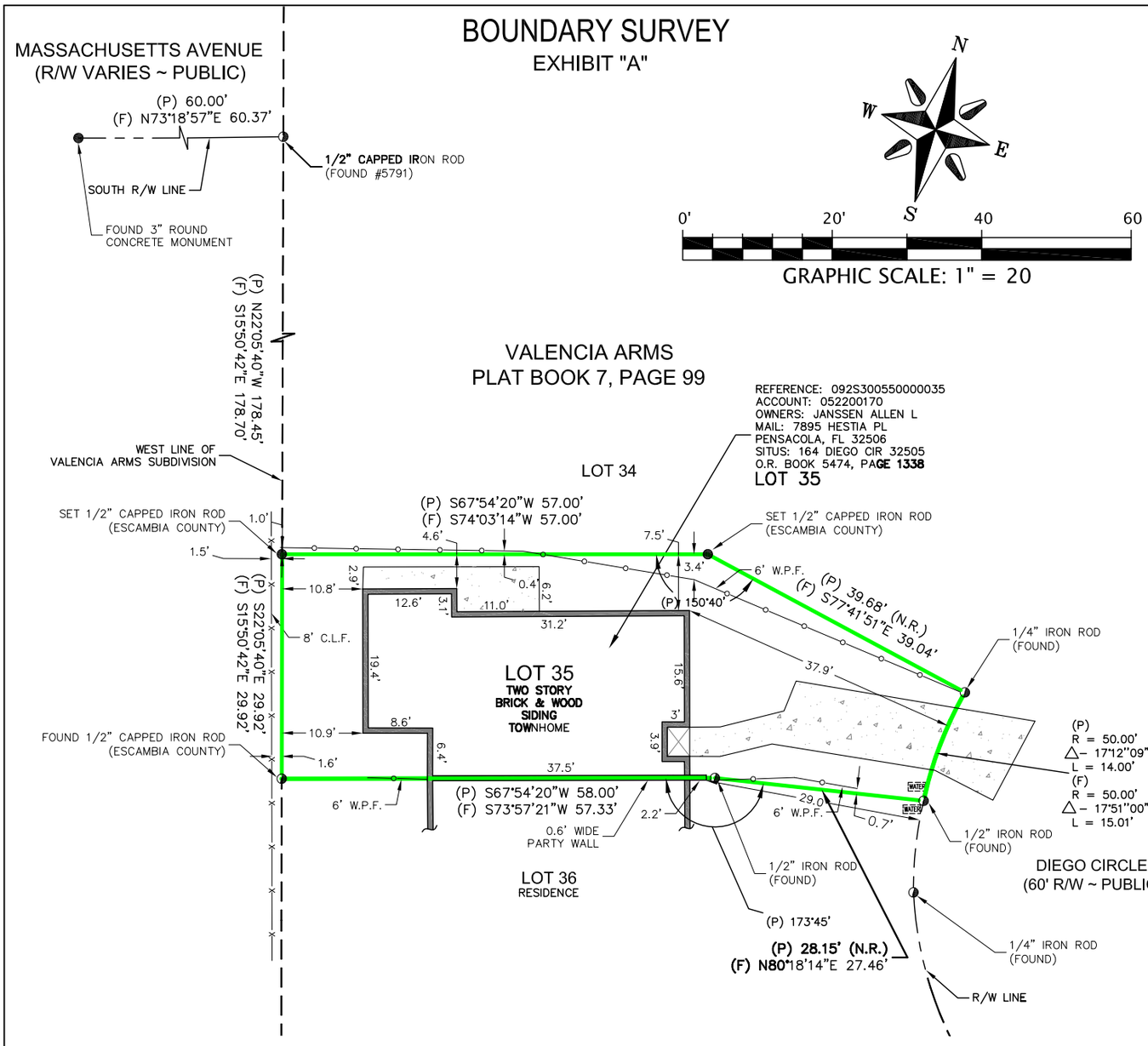
164 Diego Circle, Pensacola, FL 32505
Parcel ID: 09-2S-30-0550-000-035

Legal Description:

Lot 35, VALENCIA ARMS, according to the plat thereof recorded in Plat Book 7, Page 99, Public Records of Escambia County, Florida.

BOUNDARY SURVEY

EXHIBIT "A"



LEGEND:

(F) – FIELD

(P) – PLAT

O.R. BOOK – OFFICIAL RECORD BOOK

R/W – RIGHT–OF–WAY

N.R. – NON–RADIAL

R – RADIUS

Δ – DELTA ANGLE

L – LENGTH OF ARC

N – NORTH

S – SOUTH

E – EAST

W – WEST

C.L.F. – CHAIN LINK FENCE

W.P.F. – WOOD PRIVACY FENCE

TP – TELEPHONE PEDESTAL

WATER – WATER METER

——— – – ——— – R/W LINE

— — — — — — – PROPERTY LINE

——————— – BOUNDARY LINE

——— – – ——— – NOT TO SCALE

– CONCRETE

Drawn By: MK	Project No.: 20200015	
Survey Date: 02/10/2020	Drawing No. L-6114	
Drawing Date: 02/13/2020	Field Book: 540 Page: 42, 43	
Section, Township, Range: 09, T-2-S, R-30-W		
Type of Survey: BOUNDARY	Sheet No. 2 of 2	
Revisions:	Date:	

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

Unless accompanied by sheet one that bears the signature and original raised seal of a Florida licensed Surveyor and Mapper this drawing, sketch, plat, or map is for informational purposes only and is not valid.

L:\Drafting\V\VALENCIA ARMS\20200015\dwg\VALENCIA ARMS LOT 35 20200015.dwg

BOUNDARY SURVEY

EXHIBIT "A"

Legal Description (Per Official Record Book 5474, Page 1338).
Prepared at the request of the Community Redevelopment Agency
February 13, 2020

Lot 35, Valencia Arms, according to the plat thereof recorded in Plat Book 7, Page 99, Public Records of Escambia County, Florida.

SURVEYOR'S NOTES:

1) Measurements were made in accordance with the United States Standard Foot.
2) Basis of Bearings Reference: Grid North and the grid bearings shown hereon are based on the following:
   a. Projection Zone: Florida North (State Plane)
   b. Projection Type: Lambert Conformal Conic
   c. Datum: North American Datum of 1983 with a datum tag of 2011 (NAD83 (2011))
   d. North as shown hereon is referenced to Florida Department of Transportation (FDOT) Horizontal Control Network.
3) Joseph Barrett, Florida Professional Surveyor and Mapper did not perform a title search, nor however a title search been provided. Therefore, the survey shown hereon is subject to any facts that may be disclosed by a full and accurate title search.
4) Lands shown hereon were not abstracted by Joseph Barrett, Florida Professional Surveyor and Mapper, and is, therefore, subject to deeds of record, unrecorded deeds, easements, right-of-ways, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
5) This survey does not reflect, determine, or guarantee ownership.
6) No attempt was made to locate any underground foundations, septic/drain fields, underground utilities, or overhead utilities.
7) Additions or deletions to survey map(s) or report(s) by other than the signing party or parties is prohibited without written consent of the signing parties.
8) The horizontal positions shown hereon were derived from the utilization of a TopCon Hiper V Real Time Kinematic (RTK) Global Positioning System (GPS) dual frequency receiver in RTK Mode utilizing the Florida Department of Transportation (FDOT) Florida Permanent Reference Network (FPRN).
9) The field survey was performed between February 6, 2020 through February 10, 2020 and recorded in Field Book 540, Pages 42 & 43.
10) Right of way and parcel lines are based on the Escambia County Property Appraiser's maps. They are "For Illustrative Purposes Only".
11) Improvement locations shown hereon may be exaggerated and not to scale for clarity purposes.
12) Documents used in the preparation of this Boundary survey: Escambia County Property Appraiser's Maps; existing field monumentation, and the Following Legal Description recorded in the Public Records of Escambia County, Florida: O.R. Book 5474, Page 1338, Plat Book 7, Page 99 of the public records of Escambia County, Florida.
13) Improvement locations shown hereon may be exaggerated and not to scale for clarity purposes.
14) The description and boundary survey are not full and complete without the other.
15) Boundary lines as shown were determined by a boundary survey performed by Escambia County.
16) The official record of this survey is the original signed and sealed paper version. Any electronic version(s) is not valid unless it is identical in all forms and respects to the original signed and sealed paper version. The onus of comparison is placed on the user of the electronic version.
17) The Survey Error of Closure meets the Survey Standards of practice.

Drawn By: MK	Project No.: 20200015	
Survey Date: 02/10/2020	Drawing No. L-6114	
Drawing Date: 02/13/2020	Field Book: 540 Page: 42, 43	
Section, Township, Range: 09, T-2-S, R-30-W		
Type of Survey: BOUNDARY	Sheet No. 1 of 2	
Revisions:	Date:	

ENGINEERING DEPARTMENT
ESCAMBIA COUNTY, FLORIDA
3363 WEST PARK PLACE, PENSACOLA, FLORIDA 32505

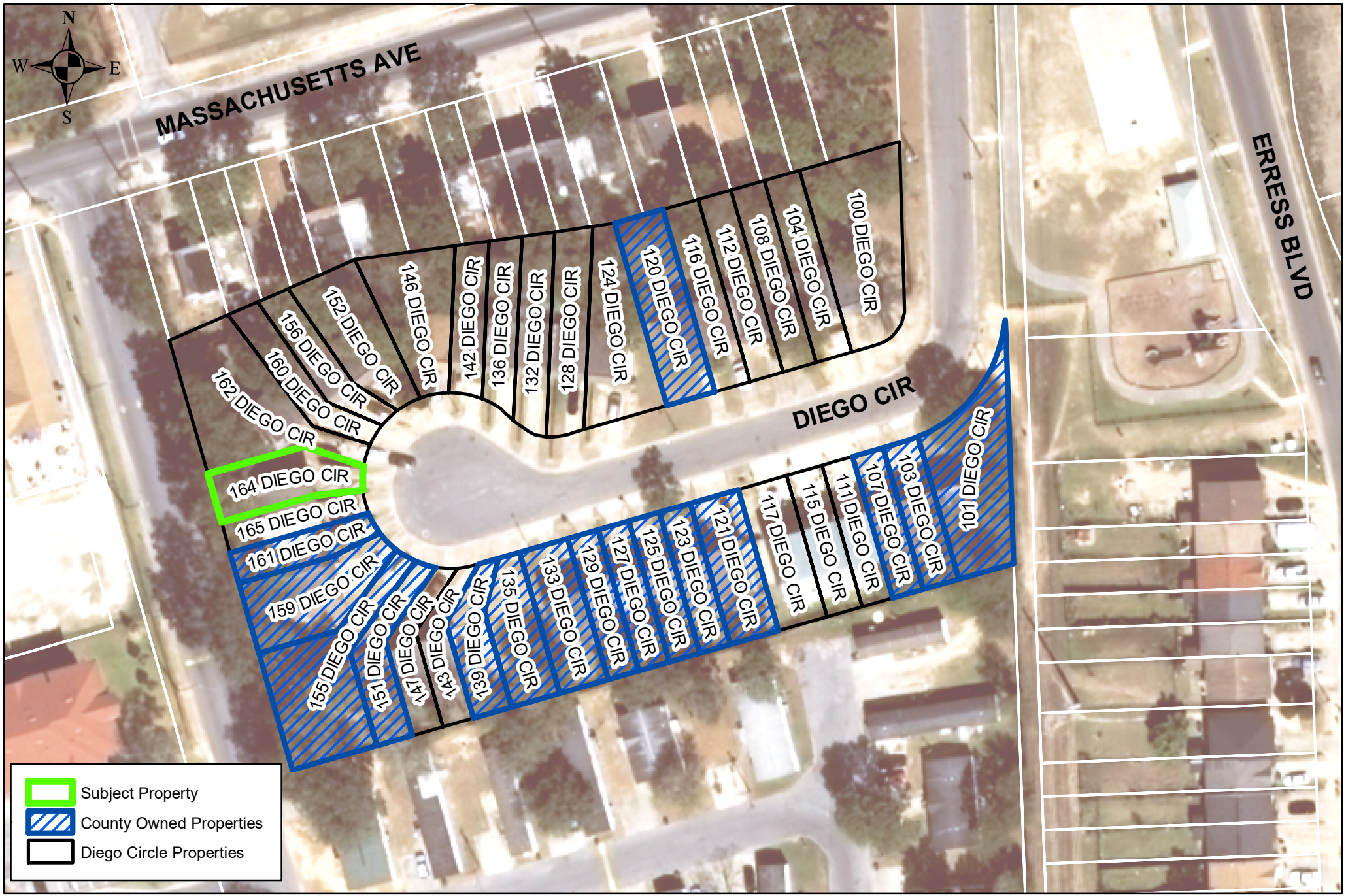
Date:

Joseph Barrett, Professional Surveyor and Mapper No. 6260 State of Florida

I hereby certify that the Boundary Survey shown hereon was made under my responsible charge and meets the Standards of Practice as set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17.050, 5J-17.051, and 5J-17.052, pursuant to Section 472.027 Florida Statutes.

L:\Drafting\V\VALENCIA ARMS\20200015\dwg\VALENCIA ARMS LOT 35 20200015.dwg

164 DIEGO CIRCLE ACQUISITION MAP



"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. 3/17/2020

120 60 0 120 Feet

ESCAMBIA COUNTY FLORIDA

Source: Escambia County Property Appraiser

Restore Full Version

General Information

Reference: 092S300550000035
Account: 052200170
Owners: JANSSEN ALLEN L
Mail: 7895 HESTIA PL
PENSACOLA, FL 32506
Situs: 164 DIEGO CIR 32505
Use Code: SINGLE FAMILY - TOWNHOME
Taxing Authority: COUNTY MSTU
Tax Inquiry: Open Tax Inquiry Window
Tax Inquiry link courtesy of Scott Lunsford
Escambia County Tax Collector

Assessments

Year	Land	Imprv	Total	Cap Val
2019	$2,000	$12,798	$14,798	$13,592
2018	$2,000	$10,357	$12,357	$12,357
2017	$2,000	$11,000	$13,000	$13,000

Disclaimer

Tax Estimator

File for New Homestead Exemption Online

Sales Data

Sale Date	Book	Page	Value	Type	Official Records (New Window)
08/2004	5474	1338	$12,000	WD	View Instr
09/1983	2014	916	$100	QC	View Instr
07/1982	1672	403	$100	WD	View Instr
01/1978	1238	608	$19,500	WD	View Instr

Official Records Inquiry courtesy of Pam Childers
Escambia County Clerk of the Circuit Court and Comptroller

2019 Certified Roll Exemptions
None

Legal Description
LT 35 VALENCIA ARMS PB 7 P 99 OR 5474 P 1338

Extra Features
None

Parcel Information

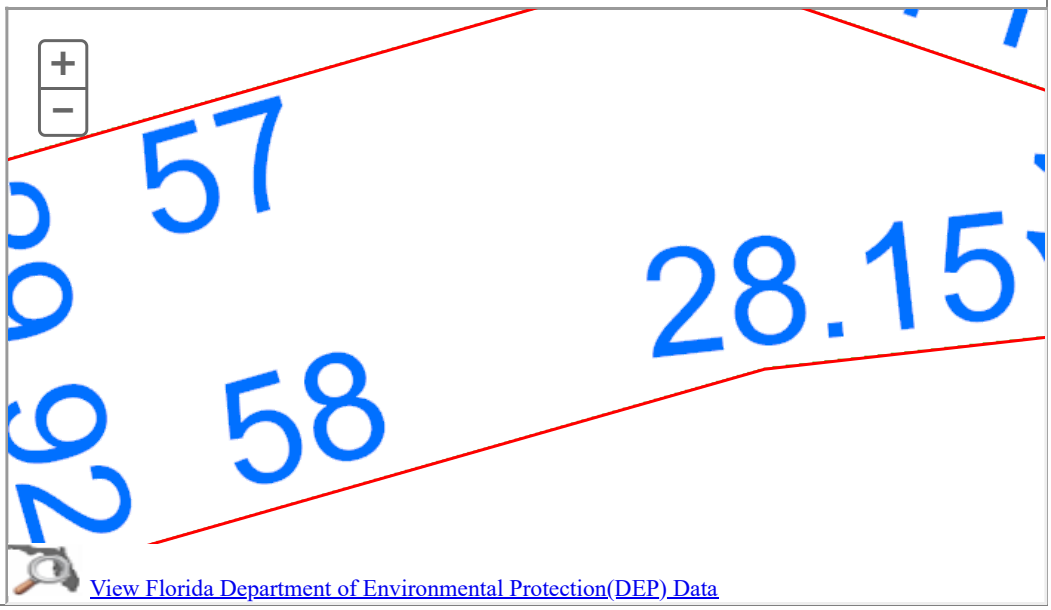
Launch Interactive Map

Section Map Id:
09-2S-30-2

Approx. Acreage:
0.0564

Zoned:
HDMU

Evacuation & Flood Information
Open Report



View Florida Department of Environmental Protection(DEP) Data

Buildings

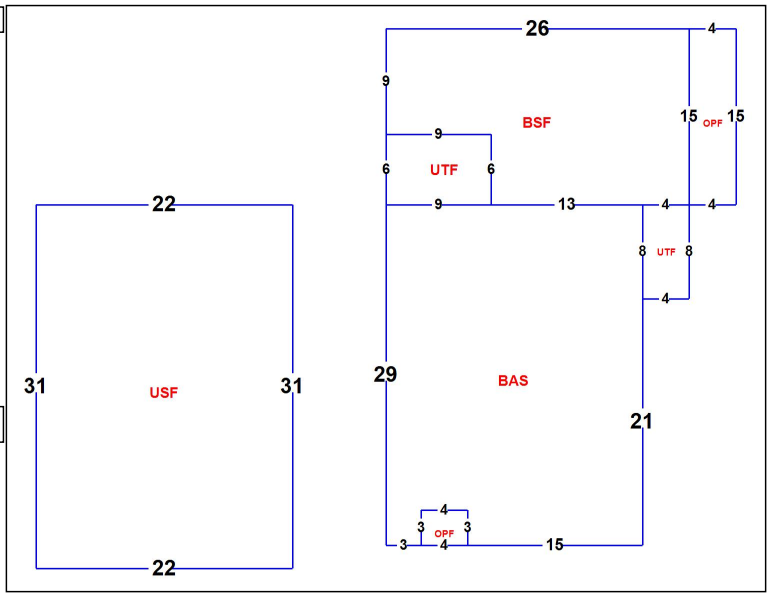
Address:164 DIEGO CIR, Year Built: 1972, Effective Year: 1972

Structural Elements

DECOR/MILLWORK-*BELOW AVERAGE*
DWELLING UNITS-*1*
EXTERIOR WALL-*BRICK-FACE/VENEER*
FLOOR COVER-*CARPET*
FOUNDATION-*SLAB ON GRADE*
HEAT/AIR-*CENTRAL H/AC*
INTERIOR WALL-*DRYWALL-PLASTER*
NO. PLUMBING FIXTURES-*5*
NO. STORIES-*2*
ROOF COVER-*COMPOSITION SHG*
ROOF FRAMING-*IRR. ROOF DESGN*
STORY HEIGHT-*0*
STRUCTURAL FRAME-*WOOD FRAME*

Areas - 1802 Total SF

BASE AREA - *626*
BASE SEMI FIN - *336*
OPEN PORCH FIN - *72*
UPPER STORY FIN - *682*
UTILITY FIN - *86*



None

The primary use of the assessment data is for the preparation of the current year tax roll. No responsibility or liability is assumed for inaccuracies or errors.

G. Daniel Green and Associates, Inc.

MVPAP
MarketValue Pro™ Exterior

FILE NUMBER:	REFERENCE ID:
20190701-853	

APPRAISAL REPORT

SUBJECT ADDRESS:	CITY:	STATE:	ZIPCODE:	COUNTY:
164 Diego Cir	Pensacola	FL	32505	ESCAMBIA

Subject & Assignment Information

BORROWER:	CLIENT: Escambia County 221 Palafox Place Suite 305 Pensacola, FL
OWNER OF PUBLIC RECORD: JANSSEN,ALLEN L	
CURRENT USE: Townhome	PROJECTED USE: Townhome
REAL PROPERTY INTEREST VALUED: FEESIMPLE	PRESENTLY HIGHEST AND BEST USE?: ☑ Yes
ZONING CONFORMANCE: Yes	ASSESOR'S PARCEL NUMBER: 092S300550000035

YEAR BUILT:	GROSS LIVING AREA:	BEDROOMS:	BATHS:
1972	1,308 sf	3	1.1

GARAGE:	SITE SIZE:	SITE CONFORMITY:
1dw	2,457 sf	Similar

BASEMENT:	ARCHITECTURAL STYLE:
No	Townhouse

OCCUPANCY STATUS:	IS SUBJECT LISTED?:
Occupied	No

SUBJECT PHOTO

OPINION OF MARKET VALUE:
(SEE EXTRAORDINARY ASSUMPTIONS)
$ 19,000

EFFECTIVE DATE:	ESTIMATED EXPOSURE TIME:
07/08/2019	+6 Months

Inspection Summary (Unless noted, based on third-party inspection and other available information, see the Inspection Addendum)

Subject Condition

POOR	FAIR	AVERAGE	GOOD	EXCELLENT
		✓		

As Compared to Neighborhood

INFERIOR	SIMILAR	SUPERIOR
	✓	

Market Conditions

LOCATION:	GROWTH RATE:	PROPERTY VALUES:	DEMAND/SUPPLY:	MARKETING TIME:
Suburban	Stable	Stable	In Balance	> 6 Months

Tax & Assessment Information

ASSESSED LAND:	ASSESSED IMPROVE:	TOTAL ASSESSED:	TAX YEAR:
$2,000	$10,357	$12,357	2018

Value Reconciliation

The sales comparison approach was used exclusively for this report. The comparable sales utilized bracket the subject well. All sales share many similarities in age, location, design, and size. Sales were limited for this size, age, and quality of home.

Legal Information: LT 35 VALENCIA ARMS PB 7 P 99 OR 5474 P 1338

This appraisal report is based on information obtained from a third-party inspector who has completed either a drive-by inspection and took photos from the public road; or a third party inspector who actually inspected the interior of the subject and who has provided photographs of the improvements and a condition rating along with other pertinent information that is assumed to be accurate and not misleading. I am relying on this information (in addition to other data as outlined) to discern information about the subject property for such features as quality, condition, and any amenities that may be revealed from a third-party (non-appraiser) inspector. I am making an assumption that my conclusions from this data are true and correct and I have no reason to believe that this information is incorrect.

How did you reconcile your value opinion? Was there a particular comparable that was most similar and supports your opinion of value?
The comparable sales bracket the subject property well. Comparable sale #1 is listed as slightly superior with an attached carport and larger lot size. Both sales #2 & #3 share similarities with location, size, age, and design of the subject property.

Was it necessary to use distant comparables or older sales?
Yes: Do to the limited comparable sales for the area. The date range was extended past one year in order to properly bracket the subject property.

Was your opinion of value bracketed by the sale price of the comparables? If not, why could it not be bracketed?
Yes:

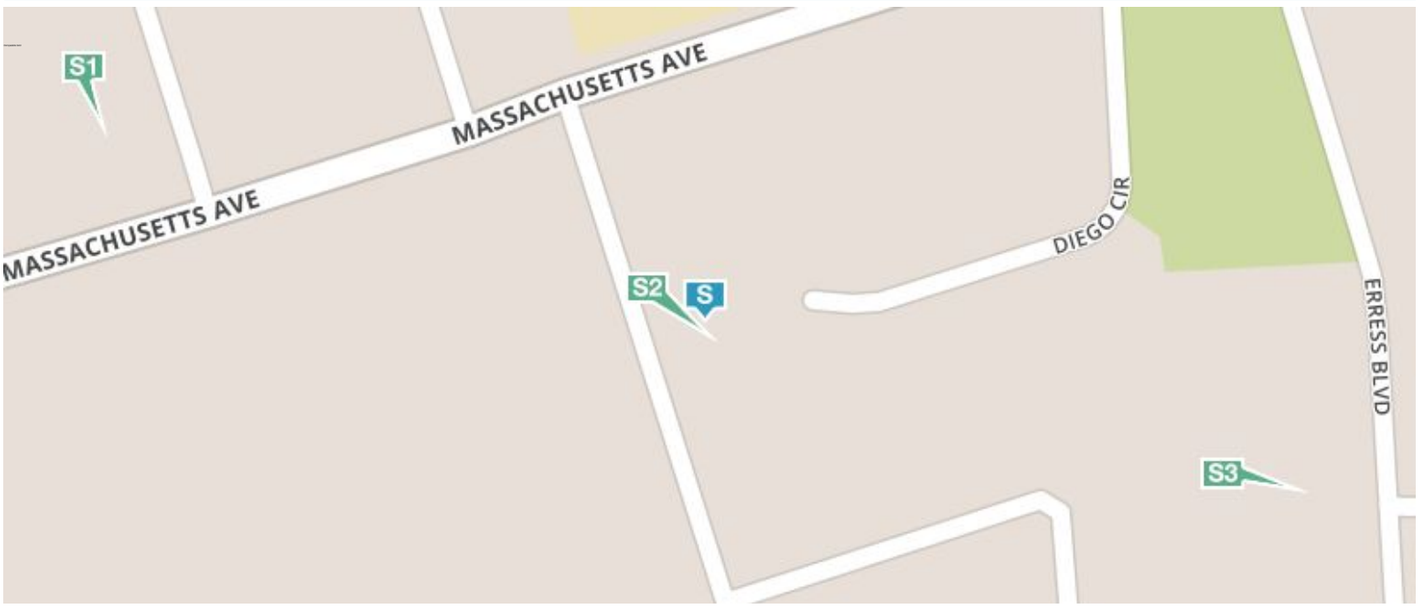
Did you reconcile towards one end of the range because of market conditions?
Yes: The value is reconciled toward the upper end of the bracketed range due to the similarity in overall gross living area when compared to sale #3.

Market Conditions:
The market segment extends over several blocks and is primarily comprised of moderately priced homes with a wide range of pride of ownership. The community is bordered by Massachussetts Ave to the north, Fairfield Dr. to the south, Hwy 90 to the west, and N W street to the east. Montclair Elementary School is located to the north within walking distance of this property, as well as a local park that borders the community.

The supply and demand levels are balanced for this market and values are stable.

Market times are above average for the area and quality level of the homes with signs of sales stable.

Selected Comparables



	Subject	Sold Comparables ($13,000 - $20,000)		
Address	S 164 Diego Cir Pensacola, FL 32505	S1 4401 Chantilly Way Pensacola, FL 32505	S2 161 Diego Cir Pensacola, FL 32505	S3 4313 Erress Blvd Pensacola, FL 32505
Proximity	N/A	0.112 mi	0.008 mi	0.115 mi
Sale Price / Sale Date	N/A / N/A	$20,000 / 01/15/2019	$13,000 / 03/29/2019	$18,900 / 04/09/2018
REO/Short Sale	No	No	No	No
Location	N; Res	N; Res	N; Res	N; Res
Site Size (ac)	0.056 ac	0.218 ac	0.036 ac	0.075 ac
View	N; Res	N; Res	N; Res	N; Res
Year Built	1972	1958	1972	1972
Quality / Condition	Q4 / C4	Q4 / C4	Q4 / C4	Q4 / C4
Gross Living Area (sf)	1,308	1,196	1,197	1,400
Bed / Bath	3 / 1.1	3 / 2.0	3 / 1.1	3 / 2.0
Below Grade	None	None	None	None
Parking	1dw	1cp1dw	1dw	1dw
Other				
As Compared to Subject	N/A	SUPERIOR	SIMILAR	SIMILAR

	Subject	Listed Comparables ($0 - $0)		
Address	S 164 Diego Cir Pensacola, FL 32505			
Proximity	N/A			
Contr. Amount / Contr. Date	N/A / N/A			
List Price / Total DOM	N/A / N/A			
REO/Short Sale	No			
Location	N; Res			
Site Size (ac)	0.056 ac			
View	N; Res			
Year Built	1972			
Quality / Condition	Q4 / C4			
Gross Living Area (sf)	1,308			
Bed / Bath	3 / 1.1			
Below Grade	None			
Parking	1dw			
Other				
As Compared to Subject	N/A			

Subject History

The subject has not been sold in the last 36 months

The Subject does not appear to have been listed in the MLS in the past year.

Additional Comments: The subject property has not been sold or listed for sale in the last three years. This was confirmed by county property records and the local MLS.

Scope of Work

SCOPE OF WORK:This assignment is an appraisal with a drive by (street only) site inspection by the appraiser. The appraiser has viewed the subject property from the street only and has not inspected the interior of the property. An exterior inspection of the comparable sales is not required. The appraiser will utilize resources typically available in standard appraisal practice to analyze and determine the specific details of the interior of the subject. At a minimum, if available through the normal course of business, the appraiser will investigate the specifics of the subject and comparable properties using public records, multiple listings services, aerial photography, and street view services. The level of inspection was completed based on the assignment conditions by the client, or to the degree the appraiser believed to be necessary to produce credible assignment results. The data used in the development of the opinion of value is reflective of this information and other relevant data available through public and/or private data sources. The appraiser developed a sales comparison approach using a qualitative relative comparison analysis. The cost approach and income approach were considered, but they were not completed because they are not necessary for a credible result within the definition of Market Value and the Scope of Work of this assignment. This report will only be completed if the appraiser deems available information to be relevant, reliable and sufficient to produce a credible result. The appraiser will summarize all information, analysis, opinions, and conclusions within the report. There is no personal property, fixtures or intangible items included in the opinion of value. The Scope of Work is specific to the intended use and may not be appropriate for other uses.

Note: Mapping in this report is automated by geocoding the addresses of the comparable properties and is not assignment results of the appraiser. Manual corrections to geocoding errors are not controlled by the appraiser and must occur in quality control (QC) department of the client. The appraiser will receive a final copy of the report if quality control modifies any report elements beyond the appraisers control. The appraiser may accept these corrections or choose to reconsider their assignment results.

INTENDED USER: The client identified in the body of this appraisal report is the only intended user. This appraisal report content is specific to the needs of the intended user, and therefore, may not be appropriate for other users.

INTENDED USE: This appraisal report is intended to be used by the identified client/user solely for internal risk assessment as it relates to the value of the subject property. The Scope of Work is specific to the intended use and may not be appropriate for other uses.

DEFINITION OF MARKET VALUE:As defined in the Agencies' appraisal regulations, the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: Buyer and seller are typically motivated; Both parties are well informed or well advised, and acting in what they consider their own best interests; A reasonable time is allowed for exposure in the open market; Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. Source: Interagency Appraisal and Evaluation Guidelines (December 2, 2010).

EXTRAORDINARY ASSUMPTIONS:An extraordinary assumption is directly related to a specific assignment and presumes uncertain information to be factual. If found to be false this assumption could alter the appraiser's opinions or conclusions. Any extraordinary assumption may affect the assignment results. In the absence of an interior inspection, the appraiser has made the following assumptions that, if found to be false, may affect the assignment results, including the following: Unless otherwise stated, the subject property characteristics are assumed to be the same as those provided from data sources available through the normal course of business (MLS public record etc.). The data provided by public/private data sources is accurate and reliable. The subject property is assumed to be legal and in compliance with current zoning and other local property ordinances. There are no adverse environmental conditions (hazardous wastes, toxic substances, etc.) affecting the subject site or improvements.

HYPOTHETICAL CONDITIONS: A hypothetical condition is that which is contrary to what exists, but is asserted by the appraiser for the purpose of analysis. Any hypothetical condition may affect the assignment results. This appraisal is not subject to Hypothetical Conditions.

STATEMENT OF CONTINGENT AND LIMITING CONDITIONS: The Appraiser's Certification that appears in this report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect the subject property.
2. The appraiser assumes the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
3. The appraiser will not give testimony or appear in court because he or she performed this appraisal unless specific arrangements to do so have been made beforehand.
4. The appraiser has not made an interior inspection of the subject property. The appraiser assumes that there are no adverse conditions associated with the improvements or the subject site.Unless otherwise stated in the report, the appraiser has no knowledge of any hidden or apparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) present in the improvements, on the site or in the immediate vicinity that would make the property more or less valuable, and has assumed that there are no such conditions. The appraiser makes no guarantees or warranties, express or implied, regarding the condition of the property. Unless otherwise stated, the appraiser assumes that the improvements are in average condition. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report may not be considered an environmental assessment of the property. Should it be discovered that such item or similar items do exist; the opinion of value in this appraisal report may no longer be credible and should not be relied upon by anyone.
5. The appraiser based the information, estimates, and opinions that were expressed in the appraisal report on information developed from sources that he or she considers reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties. See EXTRAORDINARY ASSUMPTIONS
6. Neither all nor any part of the contents of this report (especially any conclusions as to value, identity of the appraiser of the firm with which appraiser is connected, or any reference to appraisal organizations and designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media or any other public means of communication, or to any other third parties, without the prior written consent and approval of the undersigned.

Appraiser's Certification

APPRAISER'S CERTIFICATION: The appraiser certifies, to the best of my knowledge and belief:

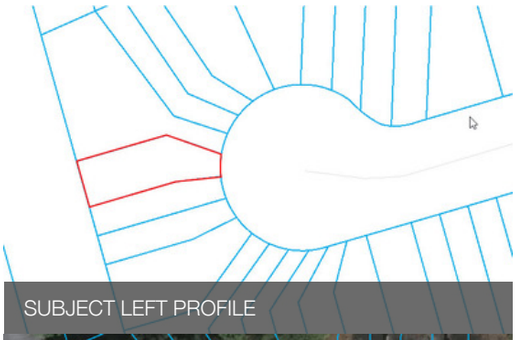
1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of the report, and no personal interest with respect to the parties involved.
4. I have performed no (unless specified below) services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. I have performed an exterior inspection of the property that is the subject of this report. I have not inspected the comparable sales.
10. No one provided significant real property appraisal assistance to the person signing this report, unless otherwise noted and acknowledged within this report.
11. Jimmie Potts Trainee# RI24475 (Supervisor: G. Daniel Green, MAI, SRA St. Cert. Gen. REA #RZ836), is the only individual who has provided significant real property appraisal assistance to the person signing this certification.

APPRAISER SIGNATURE:		PROFESSIONAL DESIGNATIONS/ASSOCIATIONS:	HAVE YOU PERFORMED ANY SERVICES ON THE SUBJECT PROPERTY IN THE PAST 3 YEARS?:	
1509815230		SRA MAI	No	
		COMPANY NAME:	COMPANY ADDRESS:	
		G. Daniel Green & Associates	103 Baybridge Drive Gulf Breeze, FL 32561	
APPRAISER'S NAME:	DATE OF SIGNATURE:	LICENSE STATE:	LICENSE/CERTIFICATION NO:	EXPIRATION DATE:
G Daniel Green	07/08/2019	FL	Rz836	11/30/2020

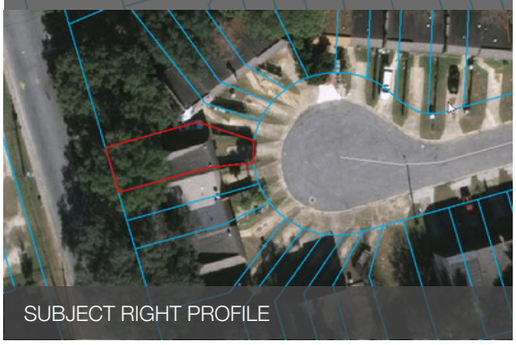
PHOTOGRAPHS OF THE SUBJECT PROPERTY

SUBJECT ADDRESS:	CITY:	STATE:	ZIPCODE:
164 Diego Cir	Pensacola	FL	32505

SUBJECT FRONT



SUBJECT LEFT PROFILE



SUBJECT RIGHT PROFILE

STREET SCENE (LEFT)

STREET SCENE (RIGHT)

SUBJECT ADDRESS

Inspection Addendum

Property Characteristics

Property Use	Townhome
Occupancy Status	Occupied
Subject Visible From Street	Yes
Design Style	Townhouse
Style Typical of Neighborhood	Yes
Exterior Color	Beige
Real Estate Agent/Sign Visible	No
Parking Type	Driveway
Garage/Carport Capacity	1

Property Condition

Property Condition	AVERAGE
Condition Relative to Adjacent Properties	SIMILAR
Boarded Home	No
Vandalized Home	No
Winterized Home	No
Property Under Construction or Renovation	No
Siding Type	Brick
Siding Condition	GOOD
Roof Type	Composition shingle
Roof Condition	Fair

Neighborhood Valuation Drivers

Neighborhood Type	Suburban	Railroad Tracks	Yes
Neighborhood Condition	Fair	Airport/Flightpath	No
Foreclosure Activity	MED	Waste Management Facilities	No
Boarded Homes	Yes	Gated Community	No
Audible Freeway/Highway Noise	No	Community Pool/Park	Yes
Overhead Powerlines	Yes	Nearby Schools	Fair
Commercial Uses	Yes	Other	

Subject Valuation Drivers

Waterfront View	No	Other	
Golf Course View	No		

Structural Assessment

Structural Damage	No	Evidence of Fire Damage	No
Broken Doors/Windows	No	Evidence of Flood/Water Damage	No
Major Cracks in Foundation/Walls	No	Evidence of Natural Disaster	No
Evidence of Roof Damage	No	Evidence of Condemnation	No

Home Owner's Association

Condo or Association	N	Fee	
Association Contact Name		Current	
Association Contact Phone		Fee Delinquent Amount	

This Fee Includes:

Inspection Repairs

Description	Category	Required	Normal Wear	Deferred Maintenance	Vandalism/ Abuse	Missing	Other	Estimated Cost
							Total Repairs	$0

Repairs analysis

Estimated days to complete repairs	0 - 0 days

Inspector's Comments

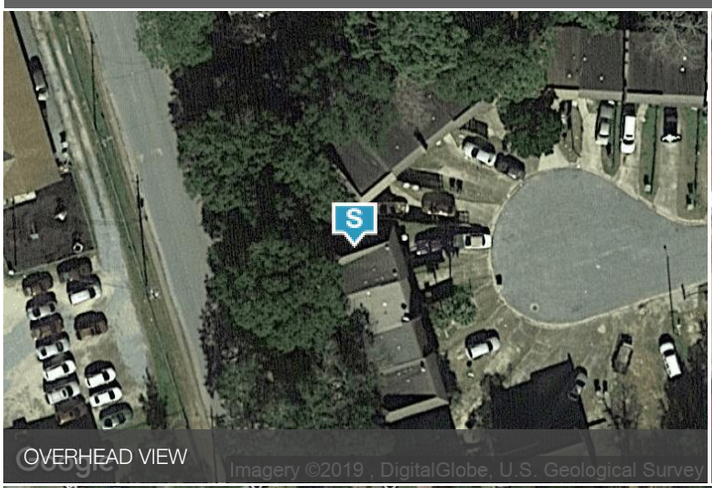
The subject property condition is fair and is in similar condition to the surrounding properties for this neighborhood.

Name/License

Inspector's Name	License Number	Inspection Date
G Daniel Green	Rz836	07/07/2019

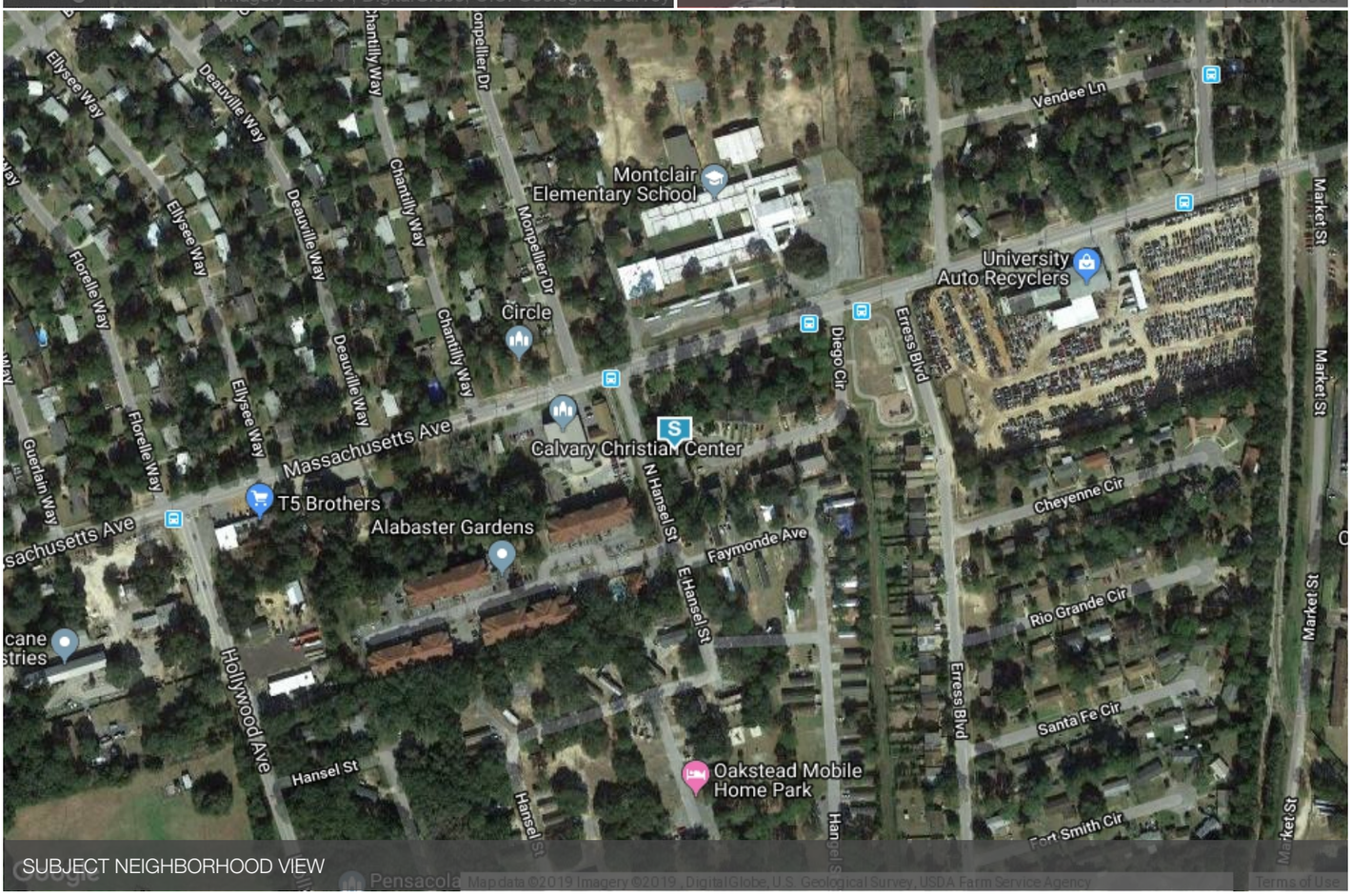
NOT AVAILABLE

STREET VIEW



OVERHEAD VIEW

BIRD'S EYE VIEW



SUBJECT NEIGHBORHOOD VIEW

ANTI-LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form To Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____ **Date:** 1-24-12

President or (or Corporate Officer)

Type or Print Name and Title: G. Daniel Green MAI SRA, Owner

FR 24.510 & 24 CFR, Part 24, Appendix A

Transaction Identification Data for reference only:
Issuing Agent: First International Title, Inc.
Downtown
Loan ID Number:
Commitment Number: 147852-59
Property Address: 164 Diego Circle, Pensacola, FL 32505
Revision Number:
Date Issued: **February 12, 2020**

Issuing Office: First International Title - Pensacola Branch

ALTA Universal ID: 1139024
Issuing Office File Number: 147852-59

AMERICAN LAND TITLE ASSOCIATION COMMITMENT
Westcor Land Title Insurance Company
Schedule A

1. Effective Date: **February 10, 2020, 8:00 am**

2. The policy or policies to be issued are — POLICY AMOUNT

   (a) ALTA Owner's Policy - (Amended 6-17-2006)(with Florida modifications) — **$1.00**

   Proposed Insured: **Escambia County, Florida**

   (b) ALTA Loan Policy - (Amended 6-17-2006)(with Florida modifications)

   Proposed Insured:

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

   Fee Simple

4. Title to the **Fee Simple** estate or interest in said land is at the effective date hereof vested in:
   Allen L. Janssen

5. Legal description of the land:

   Lot 35, VALENCIA ARMS, according to the plat thereof recorded in Plat Book 7, Page 99, Public Records of Escambia County, Florida.

Countersigned
First International Title, Inc.

By: Jim.Leffler

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B - SECTION I

Commitment No.: **147852-59**

1. Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or according to the mortgage to be insured.

2. Pay us the premiums, fees and charges for the policy.

3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable.

4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:

   a. **Warranty Deed from Allen L. Janssen, as a single person or joined by spouse, if married, to Escambia County, Florida conveying the land.**

   NOTE: Spouse of individual(s), if any, to join in the above required instrument(s) OR the document must state that captioned property is not the homestead of the grantor/mortgagor.

5. **Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, MSBU Assessment Liens, Impact Fees, and Water, Sewer and Trash Removal Charges, if any, have been paid.**

6. **Perform an Office of Foreign Asset Control (OFAC) search (formerly known as a Patriot Act search) on all seller(s) and/or buyer(s), and follow proper procedures if any party's name appears on OFAC's Specially Designated Nationals (SDN) list.**

7. **For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured and/or the Amount of Coverage to be afforded and has revised this commitment to reflect same. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured or inclusion of the Amount of Coverage.**

8. **NOTE: Real Estate Taxes for the year 2019 were paid in the amount of $306.54; Gross Amount $319.31; Exemptions: No ; Folio No.: 0925S30-0550-000-035.**

9. **The following note is incorporated herein for informational purposes only and is not part of the exceptions from coverage (Schedule B-II of the commitment and Schedule B Part I of the policy): The following instrument(s) affecting said land is/are the last conveyancing instrument(s) filed for record within 24 months of the effective date of this commitment: Warranty Deed recorded August 11, 2004 in Book 5474, Page 1338.**

Item A of Schedule B - Section II is hereby deleted. However, immediately prior to the disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

AMERICAN LAND TITLE ASSOCIATION COMMITMENT

SCHEDULE B - SECTION II

Commitment No.: **147852-59**

Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

A. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

1. Any rights, interests or claims of parties in possession of the land not shown by the public records.
2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
5. Taxes or special assessments not shown as lien in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any minerals or mineral rights leased, granted or retained by current or prior owners.
7. Taxes and assessments for the year 2019 and subsequent years, which are not yet due and payable.
8. **Restrictions, dedications, conditions, reservations, easements and other matters shown on the Plat of VALENCIA ARMS as recorded in Plat Book 7, Page(s) 99, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).**
9. **Restrictions, covenants, conditions and easements as contained in that certain instrument recorded in Book 517, Page 431 and amended in Book 554, Page 783.**
10. **Gulf Power Company Easement as recorded in Book 591, Page 306.**
11. **Gulf Power Company Easement as recorded in Deed Book 277, Page 355.**
12. **Gulf Power Company Easement as recorded in Book 411, Page 983.**
13. **Any lien as provided for by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas systems supplying the lands described herein.**

Note: All the recording information contained herein refers to the Public Records of Escambia County, Florida, unless otherwise indicated. Any reference herein to a Book and Page or Instrument Number is a reference to the Official Records Books of said county, unless indicated to the contrary.

8.00
8.50

This Warranty Deed

OR BK 5474 PG1338
Escambia County, Florida
INSTRUMENT 2004-273700
DEED DOC STAMPS PD @ ESC CO $ 84.00
08/11/04 ERNIE LEE MAGAHA, CLERK

RCD Aug 11, 2004 10:03 am
Escambia County, Florida

ERNIE LEE MAGAHA
Clerk of the Circuit Court
INSTRUMENT 2004-273700

Made this 4th day of August A.D. 2004
by Harold L. Garrett, a single man

hereinafter called the grantor, to
Allen L. Janssen

whose post office address is:
7895 Hestia Place
Pensacola, FL 32506
Grantees' Tax Id # :

hereinafter called the grantee:

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

Witnesseth, that the grantor, for and in consideration of the sum of $ 10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Escambia County, Florida, viz:

Lot 35, Valencia Arms, according to the plat thereof recorded in Plat Book 7, Page 99, Public Records of Escambia County, Florida.

SUBJECT TO covenants, restrictions, easements of record and taxes for the current year.

This Warranty represents payment in full of that certain unrecorded Sales Agreement and Contract for Deed between said parties in the original amount of $12,000.00.

The above described property is not the legal homestead of the grantor.

Parcel Identification Number: 05-2200-170

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

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

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2003

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Name: Robert Combs

Name: Richard Combs

Name:

Name:

Harold L. Garrett LS
Name & Address: Harold L. Garrett

LS
Name & Address:

LS
Name & Address:

LS
Name & Address:

State of Florida
County of Escambia

The foregoing instrument was acknowledged before me this 4th day of August , 04 , by

Harold L. Garrett, a single man

who is personally known to me or who has produced , as identification.

FL D.L.

Notary Public
Print Name: Robert K. Combs
My Commission Expires:

ROBERT KEITH COMBS
MY COMMISSION # DD 262463
EXPIRES: February 10, 2008
Bonded Thru Notary Public Underwriters

PREPARED BY: Robert Combs
RECORD & RETURN TO:
Southern Guaranty Title Company
4400 Bayou Blvd., Suite 13B
Pensacola, Florida 32503
File No: 247407

WD-1
5/93

Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 164 Diego Circle - Allen L. Janssen

County Administrator (or designee) - Appraisals

Appraiser (1): G. Daniel Green and Associates, Inc.
Date of appraisal: July 8, 2019
Appraised value: $19,000
Received by: Meredith Reeves
Comments:

Appraiser (2):
Date of appraisal:
Appraised value:
Received by:
Comments:

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: 2/13/2020
Received by: Glenn Griffith, Esc. Co. Brownfields Coord. 2'13'2020
Comments: Residential Structure in a residential complex constructed in circa 1970's. Not considered a Recognized Environmental Condition

Date of Phase II:
Received by:
Comments:

Facilities Management Department - Property Inspection

Inspected by:
Date:
Comments:

Risk Management Department - Property Inspection

Inspected by:
Date:
Comments:

Engineering Department - Review of Survey or Boundary Map

Completed by:
Date:
Comments:

Office of Management and Budget - Verification of Funding Source

Funding source: CDBG 2017 CC 370231
Verified by:
Date:
Comments:

Office of the County Attorney - Title Insurance Commitment (required for property valued at $20,000 or more)

Reviewed by:
Date:
Comments:

FACILITIES COMMENTS

Megan T. Polk

From: Cassie C. Boatwright
Sent: Friday, February 28, 2020 10:07 AM
To: Megan T. Polk
Cc: Karen E Myers
Subject: Re: 164 Diego Circle Acquisition Checklist

Facilities has no issues. I'm not at an area I can sign off, but I will get you back a completed checklist.

Sent from my iPhone

> On Feb 28, 2020, at 9:35 AM, Megan T. Polk <mtpolk@myescambia.com> wrote:
>
>

Checklist for Acquisition of Real Property

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Property Location/Identification: 164 Diego Circle - Allen L. Janssen

County Administrator (or designee) - Appraisals

Appraiser (1): G. Daniel Green and Associates, Inc.
Date of appraisal: July 8, 2019
Appraised value: $19,000
Received by: Meredith Reeves
Comments: _____

Appraiser (2): _____
Date of appraisal: _____
Appraised value: _____
Received by: _____
Comments: _____

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I: _____
Received by: _____
Comments: _____

Date of Phase II: _____
Received by: _____
Comments: _____

Facilities Management Department - Property Inspection

Inspected by: _____
Date: _____
Comments: _____

Risk Management Department - Property Inspection

Inspected by: Ernie Baum
Date: 2/21/2020
Comments: No issues and unit secure. Unit appears to still have furniture in it.

Engineering Department - Review of Survey or Boundary Map

Completed by: _____
Date: _____
Comments: _____

Office of Management and Budget - Verification of Funding Source

Funding source: CDBG 2017 CC 370231
Verified by: _____
Date: _____
Comments: _____

Office of the County Attorney - Title Insurance Commitment (required for property valued at $20,000 or more)

Reviewed by: _____
Date: _____
Comments: _____

Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 164 Diego Circle - Allen L. Janssen

County Administrator (or designee) - Appraisals

Appraiser (1): G. Daniel Green and Associates, Inc.
Date of appraisal: July 8, 2019
Appraised value: $19,000
Received by: Meredith Reeves
Comments:

Appraiser (2):
Date of appraisal:
Appraised value:
Received by:
Comments:

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I:
Received by:
Comments:

Date of Phase II:
Received by:
Comments:

Facilities Management Department - Property Inspection

Inspected by:
Date:
Comments:

Risk Management Department - Property Inspection

Inspected by:
Date:
Comments:

Engineering Department - Review of Survey or Boundary Map

Completed by:
Date: Joseph Barrett Digitally signed by Joseph Barrett DN: cn=Joseph Barrett, o=Escambia County, ou=Survey, email=jebarrett@myescambia.com, c=US Date: 2020.03.02 08:34:21 -06'00'
Comments:

Office of Management and Budget - Verification of Funding Source

Funding source: CDBG 2017 CC 370231
Verified by:
Date:
Comments:

Office of the County Attorney - Title Insurance Commitment (required for property valued at $20,000 or more)

Reviewed by:
Date:
Comments:

Checklist for Acquisition of Real Property

This checklist is provided to ensure compliance with the provisions of Section 46-139, Escambia County Code of Ordinances (a copy of which is included on the reverse side of this checklist). This checklist is not intended to supersede each staff member's obligation to be familiar with the requirements of Section 46-139. For each real property acquisition, please complete the information below and include the completed checklist with the BCC recommendation to approve the acquisition. If any of the information requested in this form is not applicable or required, please state the reason in the comments section provided below.

Property Location/Identification: 164 Diego Circle - Allen L. Janssen

County Administrator (or designee) - Appraisals

Appraiser (1): G. Daniel Green and Associates, Inc.
Date of appraisal: July 8, 2019
Appraised value: $19,000
Received by: Meredith Reeves
Comments:

Appraiser (2):
Date of appraisal:
Appraised value:
Received by:
Comments:

County Administrator (or designee) - Environmental Site Assessments

Date of Phase I:
Received by:
Comments:

Date of Phase II:
Received by:
Comments:

Facilities Management Department - Property Inspection

Inspected by:
Date:
Comments:

Risk Management Department - Property Inspection

Inspected by:
Date:
Comments:

Engineering Department - Review of Survey or Boundary Map

Completed by:
Date:
Comments:

Office of Management and Budget - Verification of Funding Source

Funding source: CDBG 2017 CC 370231
Verified by: Stephan Hall
Date:
Comments:

Office of the County Attorney - Title Insurance Commitment (required for property valued at $20,000 or more)

Reviewed by:
Date:
Comments:

ATTORNEY'S COMMENTS

Megan T. Polk

From: Stephen G. West
Sent: Thursday, February 13, 2020 11:13 AM
To: Megan T. Polk
Cc: Beth A. Larrieu
Subject: RE: 164 Diego Circle Acquisition Checklist

Megan:

The title insurance commitment is OK. I do not anticipate that the seller will have any problem satisfying the requirements in Schedule B-I. The exceptions from coverage in Schedule B-II are consistent with the other Diego Circle properties.

From: Megan T. Polk <mtpolk@myescambia.com>
Sent: Thursday, February 13, 2020 9:35 AM
To: Timothy R. Day <TRDAY@myescambia.com>; Cassie C. Boatwright <ccboatwright@myescambia.com>; Joy Jones <DJJONES@myescambia.com>; Joseph E. Barrett <JEBARRETT@myescambia.com>; Stephan D. Hall <sdhall@myescambia.com>; Jason Walters <JJWALTER@myescambia.com>; Meredith Reeves <MAREEVES@myescambia.com>; Ernest W. Baum <EWBAUM@myescambia.com>; Glenn C. Griffith <GCGRIFFI@myescambia.com>; Stephen G. West <sgwest@myescambia.com>
Cc: Clara F Long (CRA) <cflong@myescambia.com>; Beth A. Larrieu <balarrie@myescambia.com>
Subject: 164 Diego Circle Acquisition Checklist

ALL:

Please find the attached **Acquisition Checklist** and **Information Packet** pertaining to the following site address **164 Diego Circle**

Department Designees: Please review the documents and **complete the Checklist as to comments your department may have.**

Surveyor and Legal Department: Please comment as to any problems you may find as to the legal description, etc.

NOTE: This parcel is being reviewed for the determination to be purchased as part of the CRA's Erress/Diego Blight Reduction Project.

Please complete the checklist and return them to me by **close of business on Thursday, February 27, 2020**.

Let me know if you have any questions.

Thank You,

Thank You,

Megan Polk
Community Redevelopment Agency
Development Program Manager
221 Palafox Place, Suite 305

Escambia County Community Redevelopment Agency
OFFER LETTER

RE: 164 DIEGO CIRCLE

ACCEPTANCE:

I have read the foregoing and would be willing to: Check A or B

___ A) Sell the property, located at 164 Diego Circle for **$19,000** depicted in Exhibit "A"; or

✓ B) Agree to sell the property, located at 164 Diego Circle for the **Counteroffer** amount of $ 25,000.00

I also understand the purchase may be subject to certain additional terms and conditions that will appear in a Contract for Sale and Purchase.

Allen L. Janssen 2/3/20
Signature of Owner Date

ALLEN L. JANSSEN
Print Name

Brenda Janssen 2/3/20
Signature of Owner Date

BRENDA JANSSEN
Print Name

Please provide us with a current phone number and/or email address.

(850) 456-0833
Phone Number

Email Address

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17734 **County Administrator's Report 12. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/07/2020
Issue: Appointment to the Tourist Development Council
From: Janice Gilley, County Administrator
Organization: County Administrator's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning an Appointment to the Tourist Development Council - Janice P. Gilley, County Administrator

That the Board appoint one of the following to the Tourist Development Council (TDC), for a four-year term, effective April 14, 2020, through April 13, 2024, to serve as a "Hotel/Motel Industry" appointee:

A. Ajit Patel;

B. Juston Takacs;

C. Mitesh Patel; or

D. Jason Nicholson.

A General Alert was posted on the County's website from March 5, 2020, through March 20, 2020, to seek residents interested in volunteering to be considered for an appointment as a "Hotel/Motel Industry" appointee on the TDC. Resumes were received from Ajit Patel, Juston Takacs, Mitesh Patel, and Jason Nicholson.

BACKGROUND:

A General Alert was posted on the County's website from March 5, 2020, through March 20, 2020, to seek residents interested in volunteering to be considered for an appointment as a "Hotel/Motel Industry" appointee on the TDC. Resumes were received from Ajit Patel, Juston Takacs, Mitesh Patel, and Jason Nicholson.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section I B, of the Board of County Commissioners Policy Manual, Board approval is required for all appointments/reappointments to Boards and Committees established by the Board of County Commissioners.

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ajit Patel, Email and Resume
Juston Takacs, Email and Resume
Mitesh Patel, Email and Resume
Jason Nicholson, Email and Resume
TDC General Alert

Shamara J. Jernigan

From: Ajit Patel <ajitp1353@gmail.com>
Sent: Tuesday, February 25, 2020 9:24 AM
To: Shamara J. Jernigan
Subject: [EXTERNAL]TDC Vacancy
Attachments: Professional bio Ajit.docx

WARNING! This email originated from an outside network. DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Good morning Sam

I was informed that Nash Patel handed in his resignation from the TDC.
I would like to submit my name for consideration to fill this position. I have attached a professional bio summarizing my experience in the hospitality industry for your kind review.

Best regards

Ajit Patel

Ajit Patel

850 377-1410
Ajitp1353@gmail.com
1353 Quiet Cove Court, Gulf Breeze, Florida
32563

Career Highlights

Began professional career with a KLA & Co., Chartered Accounting firm in London UK before immigrating to the United States. Upon completing a Masters degree in Taxation, accepted a position with The Ayco Corporation (Atlanta Georgia) as a Financial Analyst in 1993. In 1999, moved to Pensacola Florida to oversee operations of a Days Inn hotel. Property is owned by Amrit and Sons I LLC. Oversaw all aspects of the operations as the Managing Member. In 2006, helped organize Metro City Bank in Doraville Georgia. Currently a Director and Chair of the Compensation Committee. Bank asset size is $1.3 billion and currently it has branches in Georgia, Alabama, New York, New Jersey, Virginia and Texas. In 2011, purchased and currently operate a second hotel, Mainstay Suites, in Pensacola, Florida. Property is owned by Relax Hospitality LLC and my role is Managing Member. In January 2016, nominated to the Franchise Advisory Council for Days Inns Worldwide. As one of 11 FAC members, we liaise with Days Inn Worldwide Brand Leadership team and Wyndham Hotel Group on brand initiatives and fellow franchisee concerns. Current Chairman of Days Inn Franchise Advisory Council.

Skills & Abilities

Excellent communication and analytical skills. Strong background in accounting and have had several decades of operating successful businesses.

Education

City University London United Kingdom – BSc (Hons) Economics and Accounting
Georgia State University - Masters in Taxation

Leadership and Community

In 2007, nominated to be Trustee at Creative Learning Academy. Member of Finance committee for 5 years and Treasurer for 2 years.
December 2013, elected as a Trustee of Visit Pensacola Inc. Served on the Finance Committee and Chaired the Finance Committee as Treasurer for two years. Visit Pensacola markets tourism for Escambia County Florida.
March 2015, accepted position on Foo Foo Festival Committee. Foo Foo Fest is an annual arts and culture festival in Escambia County Florida.

References

Available upon request

Shamara J. Jernigan

From: Juston Takacs <jtakacs@margaritaville.com>
Sent: Tuesday, March 10, 2020 10:29 AM
To: Board-Apply
Subject: [EXTERNAL]TDC Consideration
Attachments: Juston Takacs Resume.doc

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Dear Tourist Development Council,

My name is Juston Takacs, as a lifelong member of the Gulf Breeze/Pensacola Beach community, I would like to be considered for the open seat on the council. I have had the pleasure of being the Executive Food & Beverage Director at the Margaritaville Beach Hotel for the past three years. I am responsible for overseeing all Food & Beverage operations that include two seasonal outlets, one full time restaurant open 365 days a year, room service, and catering. The annual budget for my department is $3.5 Million. In addition to my responsibilities to the hotel, I am serving my third year on the Pensacola Beach Chamber of Commerce Board of Directors as the finance chair as I am dedicated to promoting tourism on Pensacola Beach. This position has allowed me to oversee the allocation of funds for several events on the beach that drive more tourism to the area like New Years Eve Fireworks, Fourth of July Fireworks, Taste of the Beach, and many more. I believe that I would be a good addition to this board due to my proven track record with financial decision making and the number of hotels that my company is a part of on Pensacola Beach.

Thank you for your consideration,

MARGARITAVILLE Beach Hotel PENSACOLA BEACH

Juston Takacs, CFBE
Food & Beverage Executive
Margaritaville Beach Hotel
(850)916-9755
www.margaritavillehotel.com

Juston Takacs

Phone: (850) 982-5541
Email: jtakacs@margaritaville.com
600 Scenic Highway Apt. 105
Pensacola, FL 32503

OBJECTIVE

To obtain a management position that will provide the opportunity to maximize my abilities and increase experience.

EXPERIENCE

December 2017 - Current
Food & Beverage Director, Margaritaville Beach Hotel, Pensacola Beach, FL
A 162 room 4-star hotel on Pensacola Beach that caters to traveling business executives, families, musicians, and visiting professional athletes that are being cared for by the Andrew's Institute. The food and beverage operations include two seasonal outlets, a 1200 sq. foot banquet hall, boardroom, a restaurant open daily, and room service generating 3.2 million dollars in food & beverage revenue.

- Oversee all training & service aspects of the Frank & Lola Love Pensacola Café, poolside tiki bar, LandShark Beach Bar, Banquets, and In Room Dining.
- Book all live entertainment for LandShark Landing Beach Bar and the tiki bar
- Plans and implements department's budget
- Schedule all staff, including management, for the restaurant, tiki bar, banquets, & beach bar, keeping labor costs to a minimum
- Cost and design menus for all dining outlets
- Develop Job Descriptions fro Front of House Management
- Develop Training manuals for Front of House Staff

July 2016 - December 2017
Assistant General Manager, Hampton Inn Oceanfront, Jacksonville Beach, FL
A 177 room hotel on Jacksonville Beach that caters to traveling business executives and families. The hotel has an overall budget of 10 million dollars in annual revenue with the food and beverage operations including one seasonal outlet, 2 banquet halls totaling 2500 sq. feet, and a restaurant open daily generating 1.2 million dollars in food & beverage revenue.

- Increased Hilton's Service And Loyalty Tracking scores by over 600 hotels in the brand
- Inspect rooms to determine vacant clean to vacant ready for guest check in
- Perform duties at front desk such as checking in/out guests during peak times
- Oversee all training & service aspects of the Food & Beverage Operation
- Book all live entertainment for the beach bar
- Plan and implement department budgets
- Schedule all staff, including management, for the restaurant, beach bar, and banquets keeping labor costs to a minimum

May 2015 - July 2016
Food & Beverage Director, The Florida Yacht Club, Jacksonville, FL
Renowned North Florida Landmark since its founding in 1876. The food and beverage operation generates 2.6 million dollars in revenue. The club has over nine hundred members ranging in age, from all walks of life and offers a full service facility featuring Tennis, Sailing, Power Boating, Croquet, Food and Beverage.

- Oversee all training & service aspects of the Pirates Den Dining Room, Pool Bar, and Banquets.
- Maintain beverage inventory cost below 27%
- Represent the Club on both the Food & Beverage Committee and the Entertainment Committee
- Plans and implements department's budget
- Schedule all staff, including management, for the restaurant, pool bar, and banquets keeping labor costs to a minimum
- Implemented an entirely new compensation package for service staff. Moved away from just an hourly rate to a sales based compensation package.

EDUCATION & AWARDS

- Certified Food & Beverage Executive by the American Hotel & Lodging Educational Institute
- Recipient of the Palm Tree Pin for being a vital nutrient for the continued "growth" of the company by the Margaritaville Home Office.
- LandShark Landing voted #24 Beach Bar in the world by USA Today Travel
- Florida State University Fall 2003-2007
- National Registry of Food Safety Professionals (expires May 2023)
- Pensacola Beach Chamber of Commerce Board of Directors – Finance Chair 2018-Current

COMPUTER SKILLS

- Proficient in MS Word, Excel, Power Point, Internet
- Knowledge of Jonas, Club Soft, Micros, and Digital Dining POS Systems
- Efficient with ADI, Kronos, Time Force, Timeco Time Keeping
- Knowledge of Eatec and Accubar inventory systems
- Knowledge of OnQ Hilton Worldwide Reservations system

OTHER SKILLS

- Assertive manager with outstanding interpersonal and communication skills
- Self starter, self motivator
- Time management ability, well organized

Shamara J. Jernigan

From: Mitesh Patel <tishpatel@cox.net>
Sent: Wednesday, March 11, 2020 2:14 PM
To: Board-Apply; Mitesh Patel; pina
Subject: [EXTERNAL]Desire to serve on the Tourist Development Council
Attachments: RESUME - Mitesh Patel.doc

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Dear Shamara Jernigan and the Board of County Commissioners,

This letter is to acknowledge my interest to serve on the Tourist Development Council representing someone not only from the "Hotel/Motel Industry" but also someone from the Asian American Hotel Owners Association which represent over 70% of all the hotels in our local area.

Please look over the attached resume that is required and I hope that you are able to appoint me to this TDC board for the betterment of our local area in all things related to Tourism and Hospitality. If I can be of any assistance to provide any other information or clarification please reach out to me at anytime. Thank you for your consideration and attention to this interest.

Thank you,

Mitesh Patel
(850)291-4659
tishpatel@cox.net

Honesty is the first chapter in the book of wisdom.
- Thomas Jefferson

MITESH C. PATEL - Resume

4031 Stefani Road
Cantonment, Fl. 32533
Email: tishpatel@cox.net

FAMILY HISTORY & BACKGROUND

Born in Modesto, California but have been in Pensacola since 1982; went to school at Pensacola Christian Academy from kindergarten until graduating from high school. My family has always been in the hotel/motel industry so naturally I grew up in the business and have worked every position there is to learn the business, grow our local footprint in the industry, and continue to be passionate about Pensacola, the hotel industry, and development of new properties locally.

EDUCATION:

2002 Bachelors Degree University of West Florida in Finance and Business Management

2003 to Present Florida Real Estate License

2009 CHO Certified

WORK / BUSINESS EXPERIENCE

1997 – 2002 General Manager of Executive Inn (Pensacola, Florida)

2003-2005 Owned/Managed 2 Convenience Stores/Gas Stations (Pensacola, Florida)

2005-2007 Fully Renovated and Managed Hampton Inn (Ocean Springs, Ms.)

2006 Temporarily Managed and Sold Super 8 Motel (Moss Point, Ms)

2007 Completed Construction and Opened Best Western Blue Angel Inn (Pensacola, Fl.)

2008-2009 Completed Construction and Opened Best Western Troy Inn (Troy, Al.)

2009 Completed Construction and Opened Holiday Inn Express (Pensacola, Fl.)

2010 Purchased Baymont Inn and Suites (formerly Holiday Inn Express) Pensacola, Fl.

2010 Purchased Closed down Clarion Inn (formerly Holiday Inn) Pensacola, Fl.

2010-2011 Renovated Baymont Inn and Opened closed down property as Americas Best Value Inn and Suites

2012-2013 Purchased and Renovated Americas Best Value Inn (Pensacola, Fl.)

2014 Acquire land on Blackwell Lane of Pensacola for future hotel development

2016 Purchased Property in Downtown Pensacola for future hotel development

2019 Purchased property on Navy Blvd, start construction in 2020 for a new hotel

VOLUNTEER/ COMMUNITY INVOLVMENT

Since 2008 been a Lifetime Member of Asian American Hotel Owners Association

2010 to 2013 Served on the Emerging Leadership Council

2016 – 2019 Served on the board for Visit Pensacola

2019 to Present Serving on the board for NEP

2019 to Present Serving on the board of Gulf Coast Indian Association

In closing, it would be an honor and privilege to be given the opportunity to serve on the Tourist Development Council and I hope that my qualifications and criteria meets and exceeds what the Board of County Commissioners are looking for to fill the seat that is available; my time with Visit Pensacola and serving on that board has definitely impacted me to volunteer for the opening now available on the Tourist Development Council. Thank you for your consideration and I look forward to being more involved to positively changing and improving these industry matters that affect not just our own employees, businesses, and families but can affect the thousands of people who daily drive the local tourism industry in our area.

Thank You,

Mitesh Patel

Shamara J. Jernigan

From: Jason Nicholson <Jason@innisfreehotels.com>
Sent: Wednesday, March 18, 2020 3:05 PM
To: Board-Apply
Cc: Jason Nicholson
Subject: [EXTERNAL]Attn: Shamara Jernigan, Program Coordinator, Application for Open Hotel/Motel Owner/Operator Seat on the TDC
Attachments: Jason Nicholson Resume March 2020.docx

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Good afternoon Shamara,

Please see my attached resume for consideration of the open Hotel/Motel, Owner/Operator seat on the Escambia County Tourism Council.

As Innisfree Hotels' Vice-President of Operations, I have a unique multi-market view of tourism economics and how it impacts, in a very real way, the quality of life in the markets in which we operate. As a resident of Escambia County, I have a vested and personal interest in leveraging the tourism industry to enhance the quality of life for all of the citizens of the County. As past Chairman, Board Member and Committee Member of Visit Pensacola, I see the opportunity to serve the citizens of Escambia County via the Escambia County Tourism Development Council as an extension of over 10 years of volunteer work helping shape the local tourism industry and the citizens it supports.

It would be my honor to serve the Citizens of Escambia County as a member of the Escambia County Tourism Council.

INNISFREE HOTELS

Jason Nicholson, CHA
Vice-President of Operations, Innisfree Hotels
p: (850) 934-3609 c: (850) 393-0067
s: http://innisfreehotels.com e: jason@innisfreehotels.com

JASON NICHOLSON

3088 Creole Way, Pensacola, FL 32526 · 850.393.0067
jason@innisfreehotels.com

My primary career objective is to use my hospitality education and professional wisdom to build, operate and promote highly successful and productive tourism businesses where the revenues generated will serve to enhance the collective quality of life of the people in the markets in which I serve.

HOSPITALITY EXPERIENCE

MAY, 2015 – PRESENT
VICE-PRESIDENT OF OPERATIONS, INNISFREE HOTELS
Full responsible for the operation of Innisfree Hotels' management division including, hotels, restaurants, retail, spa and activities

JULY 2012 – MAY 2015
REGIONAL DIRECTOR OF OPERATIONS, INNISFREE HOTELS
Full responsibility for the operation of Innisfree Hotels' Pensacola Beach, Orange Beach, Ocala, Virginia and Michigan portfolio of Hotels.

APRIL 2008 – JULY 2012
REGIONAL MANAGER, INNISFREE HOTELS
Served as the primary manager at two hotels while also holding responsibility for the regional oversight and direction of 2-5 additional hotels throughout the course of my tenure as Regional Manager

AUGUST 1997 – JULY 2012
GENERAL MANAGER, INNISFREE HOTELS
Served directly as the General Manager of 9 different hotels of varying scope and segmentation at various times while also serving as **Innisfree Hotels Internal Operational Auditor and the key Task Force / Takeover General Manager**

PROFESSIONAL VOLUNTEER POSITIONS

OCTOBER 2017 – OCTOBER 2018
CHAIRMAN OF THE BOARD OF DIRECTORS, VISIT PENSACOLA

OCTOBER 2014 – OCTOBER 2017
BOARD OF DIRECTORS, CHAIRMAN OF THE GRANT COMMITTEE, COMMITTEE MEMBER OF THE FINANCE COMMITTEE VISIT PENSACOLA

OCTOBER 2012 – OCTOBER 2014
BOARD OF DIRECTORS, PENSACOLA BEACH CHAMBER OF COMMERCE

APRIL 2000 – JANUARY 2003
BOARD OF DIRECTORS, PENSACOLA AREA LODGING COUNCIL

JANUARY 1998 – OCTOBER 1998
MARKETING COMMITTEE, SEDONA / OAK CREEK CANYON DESTINATION MARKETING ORGANIZATION

EDUCATION

HOSPITALITY MANAGEMENT, PENSACOLA JUNIOR COLLEGE

BUSINESS MANAGEMENT / TRAVEL INDUSTRY MANAGEMENT, HAWAII PACIFIC UNIVERSITY

SKILLS

- Macro Tourism Economics
- Hospitality Marketing (Traditional & Digital)
- Revenue Management
- Budgeting & Forecasting
- Financial Modeling
- Accounting
- Design Thinking & Management
- Event Planning, Execution & Management
- Crisis Planning & Management
- Public Speaking

Shamara J. Jernigan

From: Escambia County Community and Media Relations <noreply@myescambia.com>
Sent: Thursday, March 5, 2020 10:38 AM
To: Shamara J. Jernigan
Subject: Volunteer Sought for the Tourist Development Council

Click HERE to View in Browser

Volunteer Sought for the Tourist Development Council

The Escambia County Board of County Commissioners is seeking Escambia County residents interested in volunteering to be considered for an appointment as a "Hotel/Motel Industry" representative on the Escambia County Tourist Development Council.

Escambia County residents interested in serving on the Tourist Development Council are asked to submit a resume and letter indicating their desire to serve on the council by the close of business on Friday, March 20. Resumes should be submitted to Shamara Jernigan, Program Coordinator, Board of County Commissioners, P.O. Box 1591, Pensacola, FL 32502, or emailed to boardapply@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.

The Escambia County Tourist Development Council was created in accordance with Florida Statutes through County Ordinance 77-34, and revised by County Ordinance 89-7. The council's duties are to review each proposal for expenditure of funds to determine if it complies with the Tourist Development Plan as outlined in the ordinance. The ordinance provides that the council is to review all expenditures of revenue from the trust fund; expenditures that the council believes to be authorized are to be reported to the county commission and the Florida Department of Revenue.

Members shall be owners/operators of motels, hotels, recreational vehicle parks or other tourist accommodations in the county and subject to the

tax, and/or individuals involved in the tourist industry or who have demonstrated an interest in development but are not owners/operators within the tourist industry. Council members serve a four-year term of office and meet quarterly for approximately two hours.

Related Pages

- Boards and Committees

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Escambia County is committed to providing access and reasonable accommodations to individuals with disabilities to facilitate participation in county meetings or other county services, programs, or activities. For information or to make a request at least 72 hours before the scheduled meeting or other county activity, visit myescambia.com/ADA or call 850-595-4947.

Community and Media Relations
Phone: (850) 595-3476
Email: cmr@myescambia.com

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17757 **County Administrator's Report 12. 4.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/07/2020
Issue: West Florida Public Libraries Board of Governance Appointees
From: TODD HUMBLE, Library Services Director
Organization: Library Services
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Appointments to the West Florida Public Library Board of Governance - Todd Humble, Library Services Director

That the Board take the following action:

Consider the appointment of two of the following to the West Florida Public Library Board of Governance, for a two-year term, effective March 1, 2020, to February 28, 2022:

1. Dr. Laura P. Bryant;

2. Grace Buenavista;

3. Diane Davis; or

4. Catherin Storey

to the West Florida Public Libraries Board of Governance, for a two-year term, effective March 1, 2020 to February 28, 2022.

BACKGROUND:

Escambia County's Community and Media relations Office posted a General Alert on the County's website from January 6, 2020, through February 14, 2020, to seek volunteers to be considered for an appointment to the West Florida Public Library Board of Governance. The Resumes of four individuals interested in serving. During the February 24, 2020, Library Board of Governance meeting, the Library Board expressed their desire to see Dr. Laura P. Bryant, one of the four

applicants, reappointed to another two year term (See provided February 24, 2020, minutes, item XI).

BUDGETARY IMPACT:

The Library Board of Governance is comprised of volunteers.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Library Board of Governance recommends the Library budget to the BOCC annually.

PERSONNEL:

As per the Library Board of Governance bylaws, the Library Board is comprised of volunteers, three appointed by the BCC, one appointed by the Pensacola city council, and one appointed by the Pensacola mayor, and has no fiscal impact on personnel.

POLICY/REQUIREMENT FOR BOARD ACTION:

In accordance with Section 1, Part B.1, of the Board of County Commisioner's Policy Manual, Board approval is required for all appointments/reappointments to the Boards and Committees established by the Board of County Commisioners.

IMPLEMENTATION/COORDINATION:

Nominees will be notified of the Board's decisions upon approval.

Attachments

BoG Minutes 02 24 2020
Dr. Laura Bryant
Grace Buenavista
B. Diane Davis
Catherin Storey
General Alert

Draft Minutes of the WFPL Board of Governance
Regular Board Meeting held Monday, February 24th at 4:00 pm, Westside Branch Library, 1301 West Gregory, Pensacola, FL 32502

Board Members Present:

- Sally Fox, Library Board of Governance, Chairman
- Dr. Laura Bryant, Library Board of Governance, Chairman-Elect
- Bradley Vinson, Library Board of Governance Member
- Dr. Patsy Barrington, Library Board of Governance Member

Board Members Absent:

- Dr. Carol B. Tanksley, Library Board of Governance Member

Library Administration Present:

- Todd Humble, Director
- Kim Ball, Division Manager

I. Call to Order

Ms. Fox called the meeting to order at 4:15 p.m.

II. Pledge of Allegiance

Ms. Fox led the Pledge of Allegiance to the Flag of the United States.

III. Approval of Agenda

- The Chairman approved the agenda.

V. Public Forum

- Ms. Ann Roberts introduced herself to the Board as the new branch manager of the Pensacola Library.

IV. Friends' Reports

- The Southwest Friend's report was provided to the Board via email.
- The WFPL Friend's report was provided to the Board via email.

VI. Approval of the Minutes

- Dr. Barrington made a motion to approve the minutes of January 27th, 2020, Ms. Vinson seconded the motion, and the minutes were unanimously approved.

VII. Chairman's Report

- Nothing to report

VIII. Library Director's Report

- Mr. Humble briefed the Board on the current state of the D1 library.
- Mr. Humble and the Board discussed the open BoG positions.
- Mr. Humble briefed the Board on current empty and filled library positions and possible staffing solutions for the Bellview Branch.

IX. Unfinished Business

- The Board reviewed and edited the Code of Conduct Policy.

X. New Business

- Mr. Humble discussed the upcoming FY 20-21 Budget plans.

XI. Open Board Discussion

- **The Board expressed their desire to see Dr. Bryant reappointed to the Board.**

XII. Future Meeting Schedule and Location

Next Regular Meeting: March 23rd, 2020 at 4:00 pm at the Brownsville Community Center Library, 3200 West Desoto, Pensacola, FL 32505.

XIII. Adjournment

Meeting was adjourned by Ms. Fox at 5:12 PM.

Laura Bryant

5807 Perkins Street

Pensacola, FL 32526

To Whom It May Concern,

I, Laura Bryant, wish to be considered for reappointment to the West Florida Public Library Board of Governance (WFPL BoG) to continue working for the residents of Escambia. I have been an Escambia County resident for the past 22 years and feel I am qualified to continue in this role. I have been a community volunteer with Big Brothers Big Sisters, the Lupus Support Network, The Pensacola Rose Society, and the Greater Pensacola Orchid Society. I currently serve as the Vice-Chairperson for the WFPL BoG and am (should I be reappointed) the incoming chair starting in March of 2020. I am also the Chairwoman of the Northwest District 1 Advisory Committee, serving in this role for over 1 year as we work to shape the development in the D1 area. Part of this has been securing approval and funding for the area for a local library. Happily we did both the plans are now underway to move through the process of establishing the library design and from there constructing the first library in the D1 area.

I am a user of the library and have enjoyed its services since becoming a resident in 1998. I believe that the libraries in our area serve a vital function and would like to see that function continue and grow utilizing new technologies as they become available. As a professor at both the University of West Florida and Pensacola State College, I have first-hand experience with the needs of local residents with respect to their local libraries. Additionally, I am an avid user of computer technology, smart devices, and the internet which allows me to better connect with my students and teach them the myriad of ways that their local libraries can help them be successful and contributing members of our local community. As a professor, I regularly teach classes of over 25 students and am comfortable not only of standing in front of large groups of people but also of getting them to become comfortable with each other to get the most out of their educational experience.

Finally, I have both long- and short-term planning experience in my full-time job as a personnel psychologist. In this capacity I must develop a year and a half schedule and a monthly schedule to ensure exams are developed, updated, and reviewed in a timely fashion. I am also responsible for facilitating conferences with subject matter experts to ensure that work is completely in a timely fashion and that the work passes our quality assurance standards. As a team lead I also serve as the facilitator for three different teams which are all involved in different parts of a larger redevelopment process taking place within the organization over the next 5 years.

I appreciate the time you have taken to consider me for this position. Feel free to contact me if you have any questions.

Very Respectfully,

Laura Bryant, PhD

Laurapbryant01@gmail.com

(850) 313-1415

Laura P. Bryant, PhD
5807 Perkins Street Pensacola, FL 32526
Phone (850) 313-1415
Fax (850) 542-7421
Email: laurapbryant01@gmail.com LinkedIn: www.linkedin.com/in/laurapbryant

CURRENT POSITIONS

Personnel Psychologist April 2008-Present
Exam Development Division
Naval Education and Training Professional Development Center, Saufley Field Pensacola, FL

Duties:

- Provide professional oversight in the development, production, and validation of norm-referenced Navy enlisted advancement examinations which are used to select individual sailors for promotion
- Develop and provide briefs to organizational leadership concerning the status of process improvement teams and deliverables
- Develop instructional programs to correct examination deficiencies, evaluate and interpret trends in psychometrics, including norm-referenced and criterion-referenced testing, performance-based testing and meta-analysis
- Evaluate and report on statistical analysis of end-of-course examinations
- Provide professional oversight and facilitation of teams of senior enlisted fleet subject matter experts and associated NAC personnel during Advancement Exam Readiness Reviews (AERRs) to ensure the development, review, maintenance, and revision of test banks used in high-stakes testing
- Serve as senior exam project leader and coordinator for AERRs
- Directly deliver formal training, on-the-job training, and mentoring to junior personnel psychologists and interns
- Identify and address deficiencies within the Navy Enlisted Advancement System including exam development, bank health and maintenance, test construction, job analysis, and item development
- Interpret statistical results and develop strategies to improve exams that deviate from desired statistical outcomes
- Keep current in relevant peer-reviewed literature concerning testing methods (criterion, norm referenced, and performance), measurement techniques, organizational design and performance, and leadership techniques and models
- Instruct military and civilian personnel on the principles of examination development and statistical and psychometric analysis
- Serve as acting branch head in the absence of the branch head
- Serve on process improvement teams including the redesign of test development program used to develop enlisted examinations
- Maintain active Secret security clearance

Major Accomplishments:

- Worked with consultants from EasiConsult to develop processes related to job analysis, psychometric principles of exam development, industry-standard item writing requirements for norm-referenced examinations, and development of a training process for Navy Advancement Personnel in the new processes
- Created a new exam development process used to for Navy enlisted examinations to include a job

analysis process, an item writing standards process, and a bank management process in accordance with current job analysis and test development standards including but not limited to the Uniform Guidelines on Employee Selection Procedures, the SIOP Principles for the Validation and Use of Personnel Selection Procedures, and the Standards for Educational and Psychological testing
- Developed long-term strategic plan to implement new exam construction processes
- Developed new standard operating procedures for the development of exam test plans and test outlines
- Developed new programs using psychometrics to analyze the health, reliability, and needs of exam banks
- Lead team of select individuals in the implementation of new test development processes for exam team leaders
- Developed new training processes to provide formal, on-the-job-training and mentoring to junior personnel psychologists
- Trained 3 new team leaders over the course of 6 years requiring individual mentoring and training for, on average, 1 year to ensure new employees were fully trained

Adjunct Professor March 2016 – December 2018
School of Business, Engineering, Information Technology, Humanities, & Social Sciences
Eastern Gateway Community College, Steubenville, OH

Duties (varies hours/week $1300.00/course):
- Prepare psychology and management lectures for delivery to students
- Set-up online classroom environments for web delivery of content for class to students and collection of class materials via online submission
- Evaluate student papers and examinations during the semester and provide verbal and written feedback on ways to improve and/or continue being successful in the course
- Engage students during the learning process, integrating textbook and scholarly peer-reviewed journal articles into their daily life and providing the information in conjunction with related current news content
- Provide weekly individualized feedback to students regarding their success and progress throughout the course
- Develop course content including, exams, discussion, and writing assignments to keep students engaged in the online program and to encourage critical thinking throughout the course of the subject matter presented

Assistant Professor June 2018 – Present
School of Arts and Humanities
American Public University System

Duties:
- Set-up online classroom environments (Sakai LMS) for web delivery of content for class to students and collection of class materials via online submission
- Engage students during the learning process, integrating textbook and scholarly peer-reviewed journal articles into their daily life and providing the information in conjunction with related current news content
- Provide weekly individualized feedback to students regarding their success and progress throughout

the course
- Facilitate discussions of textbook topics between students with regard to the application of the topics to their daily lives and past experiences
- Participate in at least two professional seminars
- Develop and maintain course content and textbooks for 6 undergraduate and graduate courses

Major Accomplishments
- Serve as curriculum developer for undergraduate and graduate Psychology courses
  - Develop and maintain current and relevant references from scholarly/peer-reviewed/academic sources for the course
  - Develop tests and writing assignments in accordance with Carnegie Hour Standards
  - Restructure graduate Psychology course to meet new University requirements and allow course to be auto-imported
  - Develop new electronic assignment rubrics and standards within the rubrics to determine proficiency levels for assignments
- Serve on committee charged with revising and developing Academic Standards of Course Quality for the University with the goal of implementing standards University-wide within the next 12 months

Current Board and Committee Memberships

West Florida Public Library Board of Governance Vice-Chairwoman (Incoming Chairwoman)
West Florida Public Library System
Pensacola, FL

Duties:
- Advise and assist the West Florida Public Library and Library Director, with its programs, activities, and operational issues as defined in the strategic and annual plan(s)
- Approve any discontinuance in the operation and funding of the library system's facilities or consolidation of library system facilities
- Conduct an annual evaluation of the Library Director/Library Administrator
- Establish policy and oversee the management of the West Florida Public Library in conjunction with the Library Director
- Make recommendations to the Escambia County Board of County Commissioners regarding the annual budget (over 5 million dollars annually)
- Oversee the administration and operation of the WFPL
- Review bylaws and policies annually
- Submit an annual budget in accordance with the budget calendar to the Escambia County Board of County Commissioners

Major Accomplishments
- Approve new commercial vehicles for use by the West Florida Public Library including a new bookmobile
- Determine and approve use of budget and surplus funds to construct District 1 library
- Develop plan to build a new library in District 1 of Escambia county which currently has no library facilities
- Investigate and approve property for use in the creation of a District 1 library

Northwest Florida District 1 County Commissioner Advisory Council
Chairwoman
Pensacola, FL

Duties:

- Analyze information relating to development of properties in Escambia County
- Explore, research, and provide technical expertise concerning the best use of land using county funds
- Develop surveys to gather information concerning needs and wants of citizens to be analyzed and examined in the context of district and county needs and wants and provide this information in everyday language to citizens and county commissioners
- Develop agenda and schedule for advisory council and preside over meeting
- Lead group in the development and implementation of a long-term master plan for District 1 of Escambia County, Florida
- Investigate possible solutions for pending issues of importance to the communities of District 1
- Provide cost analysis for potential use of land and development to the Escambia County Commissioners
- Provide briefs to the County Commissioners concerning needs of the county as weighed against the needs and wants of the local community residents
- Coordinate with the Escambia County District 1 Commissioner on the use of other areas in the district which are also be developed
- Submit an annual report regarding issues deliberated by the committee and any additional reports or recommendations that the committee deems necessary

Previous Employment Experience

Adjunct Professor January 2013 – December 2018
Psychology, History Languages, and Social Sciences Department
Pensacola State College, Pensacola, FL

Duties (3 hours/week $1300.00/course):

- Prepare psychology lectures for delivery to students
- Set-up online classroom environment (Canvas and Angel) for web delivery of content for class to students and collection of class materials via online submission
- Evaluate student papers and examinations during the semester and provide verbal and written feedback on ways to improve and/or continue being successful in the course
- Engage students during the learning process, integrating textbook and scholarly peer-reviewed journal articles into their daily life and providing the information in conjunction with related current news content
- Facilitate discussions of textbook topics between students with regard to the application of the topics to their daily lives and past experiences
- Develop course content including, exams, discussion, and writing assignments to keep students engaged in the online program and to encourage critical thinking throughout the course of the subject matter presented

Adjunct Faculty October 2017 – June 2019
School of Psychology, College of Online and Continuing Education
Southern New Hampshire University

Duties (varies hours/week $2200.00/course):

- Set-up online classroom environments (eLearning) for web delivery of content for class to students and collection of class materials via online submission
- Engage students during the learning process, integrating textbook and scholarly peer-reviewed journal articles into their daily life and providing the information in conjunction with related current news content
- Provide weekly individualized feedback to students regarding their success and progress throughout the course
- Facilitate discussions of textbook topics between students with regard to the application of the topics to their daily lives and past experiences

Adjunct Faculty August 2017 – December 2018
School of Psychology, College of Social and Behavioral Science
University of West Florida, Pensacola, FL

Duties (varies hours/week $2200.00/course):

- Develop and deliver I/O psychology lectures to students
- Set-up online classroom environments (eLearning) for web delivery of content for class to students and collection of class materials via online submission
- Evaluate student papers and examinations during the semester and provide verbal and written feedback on ways to improve and/or continue being successful in the course
- Engage students during the learning process, integrating textbook and scholarly peer-reviewed journal articles into their daily life and providing the information in conjunction with related current news content
- Provide weekly individualized feedback to students regarding their success and progress throughout the course
- Develop course content including, exams, discussion, and writing assignments to keep students engaged in the online program and to encourage critical thinking throughout the course of the subject matter presented

Applications Analyst May 2005-April 2008
Naval Aerospace Medical Institute
Lockheed Martin Corporation, NAS Pensacola, FL

Duties (40 hours/week $42,000.00/annually):

- Analyze data collected from Aviation Selection Test Battery (ASTB) prototype testing using statistical software
- Assist in the planning and testing of prototype tests for ASTB
- Assist the lab manager with administration of other tests currently under development
- Develop and review potential items to be used on the ASTB

- Develop and test prototype tests for the ASTB
- Facilitate conferences to evaluate and revise test item banks for Navy pilot admission
- Maintain the item database for the ASTB
- Provide briefs concerning the status of the ASTB development and items to be used to Senior-level Navy Officers

Major Accomplishments:

- Part of development team charged with revalidating the ASTB using principles of item-response theory to become an online, on-demand computer adaptive exam
- Developed three parallel forms of the current paper and pencil test battery to ensure effectiveness was maintained while the new online battery was developed
- Field tested every new item for the ASTB using future Navy pilots to ensure validity and reliability of test items

Assistant Store Manager October 2003-May 2005
Blockbuster Inc.
Milton, FL
Duties (36 hours/week $32,000.00/annually):

- Supervised and trained customer service representatives
- Assisted in interviewing and hiring new individuals for the company
- Trained new employees and managers
- Evaluated employees for performance
- Ensured development of personnel improvement development plans
- Provided direction and disciplinary action to customer service representatives
- Handled customer complaints and concerns
- Developed store monthly, quarterly, and yearly budget including projections for payroll, purchases, and training requirements
- Analyzed store finance trends for employee hours, payroll needs, and purchasing needs
- Ensured adherence to federal labor laws, EEO guidance, and company policies by all employees
- Assigned daily work tasks to subordinates
- Received shipments into inventory
- Counted cash drawers and made daily bank deposits
- Completed monthly budget including projecting payroll and store expenses

Academic Experience

Course Instruction

Scope. Over the last 6 years I have instructed both online and face-to-face classroom undergraduate and graduate courses in business, industrial/organizational psychology, marketing, assessments and testing, human growth and development, and general psychology as adjunct and full-time faculty at several institutions. A list of courses instructed by institution is provided below.

American Public University System Course Instructed
PSYC 101 Introduction to Psychology
PSYC 360 Psychology of Terrorism

PSYC 431 Psychology of Disaster
PSYC 498 Senior Seminar in Psychology
PSYC 630 Crisis and Emergency Intervention

Eastern Gateway Community College Courses Instructed
BUS 201 Principles of Marketing
BUS 206 Entrepreneurship
MGT 202 Organizational Behavior
PSY 101 General Psychology
PSY 203 Social Psychology

Pensacola State College Courses Instructed
DEP 2004 Human Growth and Development
PSY 2012 General Psychology

Southern New Hampshire University Courses Instructed
PSY 335 Assessment and Testing
PSY 324 Cross-Cultural Psychology
PSY 258 Industrial & Organizational Psychology
PSY 224 Research 2: Scientific Investigation
SCS 224 Social Science Research Methods

University of West Florida Course Instructed
INP 3004 Industrial and Organizational Psychology

Professional Education
PhD (2022 expected) Walden University, Public Policy & Administration
PhD (2016) Walden University, Organizational Psychology
MS (2009) Walden University, Industrial/Organizational Psychology
BA (2005) University of West Florida, General Psychology

Educational Courses Relevant to Desired Position (Masters degree level and higher)
Ethics and Standards of Professional Practice
Foundations of I/O Psychology
Governance and Public Policy
Group Dynamics
Leadership & Organizational Change
Leadership Development
Leadership Process Change
Management & Leadership in a Global Context
Personnel Psychology in the Workplace
Psychology of Organizational Behavior
Qualitative Reasoning
Quantitative Reasoning
Research Design
Research Theory
Strategic Planning: Collaboration, Coordination, and Cooperation

Statistics I
Statistics II
Tests and Measurements

Certifications/Qualifications

Lean Six Sigma Green Belt
20 additional CE credits in statistical analysis (certified through the American Psychological Association)

Technological Proficiencies

Microsoft Excel
Microsoft Word
Microsoft PowerPoint
Microsoft Access
Statistical Packages for the Social Sciences (SPSS)

Personal Awards

Escambia County Big Sister of the Year
On the Spot Award, Navy Advancement Center (4)
Civilian of the Week

Professional Memberships

- American Psychological Association
- Society for Industrial and Organizational Psychology (annual meeting submission reviewer)
- Academy of Management (annual meeting submission reviewer)
- PSI CHI Association
- Association of Florida Colleges
- American Association of University Professors

Publications, Presentations, and Facilitations (select)

- Panel Moderator, *Internalizing Patriarchy*, 16th Annual Women's Studies Conference (2017), University of West Florida, Pensacola, FL
- Bryant, L. (2016). Faculty Career-Enhancing Training Opportunity Effects on Perceived Organizational Support, Job Satisfaction, and Organizational Commitment (Dissertation) – Examined the interaction of job satisfaction, perceived organizational support, and organizational commitment with each other and also the level of influence that the receipt of career-enhancing training (internal training opportunities for leadership development, external attendance at professional conferences, external training for skill development, etc.) had on each of these variables individually and with each other. A moderation analysis was conducted using SPSS, after collecting data, using previously validated instruments to measure job satisfaction, organizational commitment, and perceived organizational and an individually develop survey to measure types and frequency of career-enhancing training opportunities.
- Bryant, L. (2009). The Impact of Teachers' Expectations and African American Student Performance. (Thesis)
- Olson, T. M., Stricker, L. J., & Bryant, L. P. (2005). The Aviation Selection Test Battery (ASTB) Biographical inventory: Past, Present, & Future. *11th Annual Meeting of the Association of Military Surgeons of the United States*. Nashville, TN.

Todd J. Humble

From: Grace Buenavista <gracegv@icloud.com>
Sent: Tuesday, February 4, 2020 9:11 PM
To: Todd J. Humble
Subject: [EXTERNAL]Volunteer Application - West Florida Public Library Board of Governance
Attachments: Grace Buenavista Resume 2020-02-04.pdf

WARNING! This email originated from an outside network. **DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Dear Mr. Todd J. Humble:

Helping others be the best they can be is my life's passion.

Serving as a member for the West Florida Public Library Board of Governance will enable me to make a positive difference in our community.

I am volunteering because I want to Pay it Forward.

Growing up in the Philippines in a family of very modest means, I recognized the value of libraries in helping people searching for knowledge be the best they can be.

Personally, the books I have read opened my eyes to a world of endless possibilities.

The knowledge I gained over the years has shaped me in becoming the person that I am today.

- An Engineer
- A Published Author
- A successful Naturalized American Citizen

Truly, libraries offer a wealth of resources that can make the world a better place.

If selected, I aim to bring to the team over 18 years of rich, work experiences in the Telecommunications and Utility industries.

My strengths include a combination of solid technical and business experiences.

It would be an honor to share my perspective from working in a Corporate environment and, along with it, the many best practices I have learned along the way.

I am submitting my resume for your kind consideration.

Respectfully,

Grace Buenavista

GRACE BUENAVISTA

4320 Molino Meadows Road
Molino, FL 32577
gracegv@icloud.com

850-393-4581

A safety leader with 18+ years of technical and business experiences working in the Telecommunications and Electric Utility industries.

Brings to the team a wealth of experience in managing tasks, using excellent organizational, interpersonal, and multi-tasking skills to achieve goals, and using computer applications to meet business needs.

PROFESSIONAL PROFILE

- Electric Utility: 15+ years of Gulf Power experience working with internal and external customers in the Distribution Control Center; Pensacola District Engineering, and Transmission (Substation; Protection & Control; and Project Management) departments.
- Telecommunications: Maintained the hardware and software of two major Call Centers in the Philippines. Experience includes providing technical support to Call Center representatives desktop application issues. Provided computer network solutions to commercial and industrial businesses.
- Expert knowledge of General Work Order management, working knowledge of Accounting, Supply Chain Purchasing, Budget, Project Scheduling, FPSC rules and regulations regarding the Distribution Service Reliability Reporting and Electric Infrastructure Storm Hardening initiatives.
- Experience in Training teammates (On-the-Job and formal) on business processes and computer applications.

SKILLS

- Working with People – to improve the workplace environment, increase productivity, and resolve communication issues.
- Team Player. Problem Solver. Analytical. Detail-oriented.
- Bilingual - Fluent in English and Philippine languages (Tagalog and Ilocano)
- Technology - Used Customer Service System (CSS) when troubleshooting customers' power outage issues. Strong computer applications skills such as Microsoft Office Suite, Primavera and SAP, Enterprise Solution (PowerPlan, Maximo, and Oracle).

RELEVANT WORK EXPERIENCE

- Improved accountability between the Field and Supply Chain by creating an effective reporting system to properly record parts, source, and nomenclature of equipment that are used, changed, and/or installed. Greatly improved the capacitor accountability program and the method of reporting outages geared to pass audits.
- Improved the working relationship between my department and Accounting by following strict guidelines. As the General Work Order management expert, I became a ready resource for those who open and close work orders.
- Improved the productivity between my department and Supply Chain Purchasing, observing and reporting on Budget, FPSC rules and regulations regarding the Distribution Service Reliability Reporting and Electric Infrastructure Storm Hardening initiatives.

ACHIEVEMENTS

Gulf Power Rewards and Recognition:

- 2017 President's Safety Excellence Award
- 2016 TSAC Safety Pro Award
- 2005 and 2006 - Awarded 1st place in safety poster contests

Served in various leadership roles *(see tables below)*

2019 - Published Author
AWESOME in SECONDS
50 Positive Affirmations that Inspire YOU to SHINE

2009 - Naturalized Citizen of the United States of America

1996 - Passed the Philippine National Board of Electronics and Communications Engineering professional licensure exam

LEADERSHIP EXPERIENCE

SAFETY

ROLE	YEAR	ORGANIZATION
Chair	2015 & 2016	Corporate Office Safety Committee (COSC)
Chair	2016 & 2017	Safety & Wellness Fair - Western District Fair Planning Team
Member	2015 & 2016	Gulf Power Safety Council (a.k.a. Gulf Safety Council)
1st Place Winner	2005 & 2006	Gulf Power Safety Poster Contests

PROFESSIONAL & GENERAL

ROLE	YEAR	ORGANIZATION
President	2018	Gulf/Southern Association for Employee Development (GSA)
Board of Director	2017 – 2018	
President	2007 – 2008	Gulf Power Engineering Society (GPES)
Board Member	2006 – 2009	
Leader	2007 – 2011	Parish Youth Group – St. Jude Thaddeus Catholic Church
President	1994 – 1995	Institute of Electronics & Communications Engineers of the Philippines – Mapua Institute of Technology Student Chapter
Mentor	2006 – 2007 2009 – 2010	Gulf Power Advanced Career Experience (ACE) program - West Florida High School of Advanced Technology
Guest Speaker	2016	Gulf Power New Employee Orientation (February & May) Safety presentation on behalf of Gulf Safety Council
Guest Speaker	2010	Get Into Energy Summer Camp - University of West Florida
Guest Speaker	2007	Toastmasters International - District 77 - Spring Conference "King Cake Recipes for Membership" workshop
Member	2004 – 2009	Toastmasters International
Member	2005 – Present	Gulf Power Choir
Room Parent	2008	Allie Yniestra Elementary School (now Montclair Elem. School)
Loaned Executive	2006 – 2007	United Way Fundraising Campaign
Volunteer	Various Years	United Way Day of Caring

EDUCATION

Mapua Institute of Technology, Philippines
Bachelor of Science in Electronics and Communications Engineering, December 1996
(Equivalent to B.S. in Electrical Engineering per ABET standards)

108 S. Alcaniz St., Unit 107
Pensacola, Florida 32502
(773) 315-1809

January 23, 2020

Mr. Todd J. Humble
Director
West Florida Public Libraries
239 N. Spring St.
Pensacola FL 32502

Dear Mr. Humble:

I would like to volunteer to be considered for an appointment to the West Florida Public Library Board of Governance. I have been a resident of Pensacola for nearly 7 years, having moved here from Chicago, where I also maintain a home. During that time, I have participated in the Popular Literature Book Club, aptly facilitated by Amy Horosky, and have attended various presentations and meetings at the downtown library. And, of course, I've used the library collection.

A brief resume is attached, and I have outlined some of my experiences that I believe to be most relevant to some of the duties of a library board member:

Oversight of the Management of Library Services – I have been involved with libraries virtually my entire life. Probably my most relevant work experience is that as a Dean of two different academic divisions at Oakton College; I served on selection committees and supervised/evaluated the work of 3 librarians in each of these divisions. As VP I was responsible for hiring and evaluating the work of the Director of Library Services and the Director of Media Services. I found working with the library staff a real bright spot in my work; they were all very bright, well-read professionals who had one thing on their minds—serving the students, faculty, and the community.

Annual Budget – At Deltak, Inc. I was responsible for the development and administration of the Education Consulting budget accommodating sales projections, staffing levels, and corporate training costs. Plus, at the college, division budgets under my control were governed tightly by State statute, real estate tax revenues, and college mission statements--and they were sizable. I have done both zero-based and incremental budgeting—each method has strengths and challenges—and probably learned the most about how to develop workable budgets by defending my choices to a miserly VP of Finance, who subsequently became a friend. This was a frustrating experience that was also quite instructive.

Working with Interlocal Agreements – Two areas of experience come to mind here: 1) College transfer programs at a community college center around developing transfer/articulation agreements between the college and various transfer institutions. I

have had extensive experience in developing articulation agreements, including cooperative agreements directly with universities to share faculty and students in some professional teaching areas. So, I think I understand the need to maintain the integrity of those agreements that have often been hard-fought compromises. 2) As a Director for the Illinois Education Association, I negotiated labor contracts and processed grievances and arbitrations, all subject to state and federal employment laws. So, I am well aware of the need to adhere to all existing policies, procedures, and governmental regulations along with ratified contract provisions.

Annual and Long-range Strategic Planning – Having participated in scores of planning processes in my professional and volunteer life and having conducted training seminars on how to develop such processes, I'm well aware of the importance of the involvement of stake holders, the need to keep the organization's mission and purpose in the forefront of the process, and the desirability of a process that is so straight forward as to encourage real, not magical, thinking. So many plans—even well-crafted ones--end up in file cabinets without ever being looked at again. I've learned that an effective plan, whether it be short- or long-term, needs to be a living document, one that can be massaged as needed as the unknowable future unfolds and new community needs emerge. The plan should be a blueprint of where to start and how to proceed, all while knowing that certain risks are worth taking.

In summary, and looking at your needs from ten paces back, I believe my many years of experience as a professional educator in public and private schools, as a training consultant for Fortune 500 corporations, as a labor negotiator, and as a community member in small and large cities in Illinois and Florida, have prepared me to be an effective member of your Board. And, there's no question in my mind: I would be an enthusiastic one! Plus, knowing myself, I love to work with people, to help diverse groups come to a meeting of the minds—consensus, if you will—and to listen to the multiple voices that have to be heard and considered. And, I think it would be fun to work with a group of like-minded individuals who just want to help Northwest Florida be the best place in the country to live, work, learn, and enjoy congregating at the library. What a great way to give back to this dynamic community!

If I can provide more information or ideas, don't hesitate to contact me at 773-315-1809; I would happy to meet with you or your committee as this process unfolds. Thanks so much for your consideration.

Sincerely,

B. Diane Davis

B. Diane Davis

Attachment: Brief Resume

B. Diane Davis

108 S. Alcaniz Street, Unit 107
Pensacola FL 32502
Home (850) 607-6699, Cell (773) 315-1809
bdianedavis@earthlink.net

Education

EdD – Doctor of Education in Educational Psychology–Counseling; Northern Illinois University

MS - Master of Science in Counseling Psychology; Northern Illinois University
Re-specialization in Clinical Psychology: Forest Institute of Professional Psychology

BSEd – Bachelor of Science in Education-Math and Physical Sciences; University of Cincinnati

Work Experience

In Higher Education:

Higher Education Specialist for the Illinois Education Association – negotiated labor contracts and developed employment policies for college and university faculty in downtown Chicago

Professor of Psychology at Oakton Community College, DesPlaines IL; Chair of Behavioral and Social Sciences; Dean of the Division of Social Science and Business; Dean of Cluster II (interdisciplinary); Vice President of Community and Administrative Services; President of the Faculty and Faculty Senate

American Council of Education Fellow, Washington DC; Served as Executive Assistant to the President of William Rainey Harper College, Palatine IL

Illinois Community College Board Fellow, Springfield, IL – Developed the state's first statewide online education consortium of 52 community colleges

Consultant-Evaluator for the Higher Learning Commission of the North Central Association of Colleges and Schools; conducted over 30 site visits over a period of 20 years and filed accreditation recommendations prescribing short- and long-range remedies to ongoing governance and teaching/learning problems, where needed

Adjunct Faculty in Psychology at various colleges/universities, the last being Park University, Parkville MO

In Business:

Manager of Education Consulting, Deltak, Inc. – Rosemont IL – Developed customized video-based training materials in professional development for Fortune 500 companies in subjects like management strategies, management communication, and customer relations; managed a team of training and development education consultants to Fortune 500 companies

Subsequently consulted with companies from 30 employees to several thousand primarily on labor relations and management processes—companies like Baxter International, Abbott Laboratories, Bayshore Foods, Container Technologies, Independent Film Producers of Chicago, and A Abiding Care.

Currently write short stories, episodes, and blogs for websites.

In Community Service:

Chaired advisory boards such as Lake Villa Citizen's Advisory Board, Lake Villa Library Advisory Board, and the Board of the Sister City Association in Des Plaines

Served on Boards of the Gateway House Foundation, Oakton Business Institute, Glenbrook Business Advisory Council, Maine Township Schools Business Advisory Council and others.

Have written and presented numerous papers on topics from first-line and middle management techniques and conducting effective performance appraisals to developing collaborative relationships between trustees and faculty and writing good college course syllabi; several of these papers and articles have been published.

CATHERIN STOREY

CONTACT

850.207.7943

catherin@everwellrx.com

PROFILE

Self-directed, meticulous professional with 15 years of leadership experience in a variety of fields. As a clear communicator with strong organizational and time management skills, I can assess issues and come up with creative problem-solving solutions, with proven ability in tailoring business plans and goal attainment to individual employee strengths while keeping the overall goals of the organization in sight. I am looking to expand my focus and skills in ways to benefit my community.

SKILLS

- LEADERSHIP
- COMMUNICATION
- CREATIVITY
- CRITICAL THINKING
- ADAPTABILITY

CERTIFICATION AND LICENSES

PTCB Certified Technician

01/14/2012-present

Valid Certification maintained since 01/14/2012, with specialty certification in Pharmacy Regulatory Bodies since 2017

State of Florida Registered Technician

01/23/2012-present

Valid Florida Registration maintained since 01/23/2012

EXPERIENCE

Everwell Specialty Pharmacy- Sales Manager

01/31/2014-Present

Sales Manager for a regional sales team consisting of 20+ pharmacy educators traversing 12 states, including day to day relationship management between Prescriber/Patient/Pharmacy. Communicating pharmacy goals and expectations, facilitating individual budgets and plans for each rep to achieve said goals. Development of pharmacy analytics across multiple programs, culminating in the development and maintenance of a dynamic cloud-based reporting platform.

Everwell Specialty Pharmacy- Training, Team and Employee Development Committee Chair

09/01/2017-Present

Development, approval and implementation of both initial and ongoing training materials ensuring that they are concurrent with all federal, state, and local regulatory agencies, as well as accrediting bodies. Identifying and developing opportunities for key employee development both personally and business. Identifying and implementing department as well as companywide team building activities and community involvement.

Pensacola Apothecary- Executive Assistant

12/31/2012-01/30/2014

Assist in day to day pharmacy operations and executive operations for the President and Vice President of the pharmacy, develop and maintain pharmacy analytic, facilitate communication between outside sales team and pharmacy team.

CATHERIN STOREY

CONTACT

850.207.7943

catherin@everwellrx.com

Todd J. Humble

Director

West Florida Public Libraries

239 N. Spring St.

Pensacola, Fl 32502

Dear Mr. Humble,

My name is Catherin Storey, I am a life-long resident of Escambia County, and my daughter and I have enjoyed the Library facilities and programs for many years. In fact, when my husband was working with the county as an EMT, we began spending our Sunday afternoons in the children's area of the main branch, and then would grab ice cream at Bubba's Sweet Spot. While he has been retired for 3 years, and my daughter has matured to more advanced activities, this is a tradition we still strive to maintain.

As we have so many happy memories in the library, I would like to extend my resume for consideration for the voluntary position on the West Florida Public Library Board of Governance. Through my work with Everwell Specialty Pharmacy I have developed skills in business development, annual budget planning and execution, as well as multi departmental communication and regulatory adherence. I feel that this experience will aid me in being a contributing member to the Board. I am hopeful that I will be able to serve our community in an organization that I respect and revere.

Thank you for taking the time to review my resume. I look forward to talking with you.

Sincerely,

Catherin Storey

Enclosure

Todd J. Humble

From: Escambia County Community and Media Relations <noreply@myescambia.com>
Sent: Thursday, February 6, 2020 4:33 PM
To: Todd J. Humble
Subject: Deadline Extended for West Florida Public Library Board of Governance

myescambia News Center

Click HERE to View in Browser

Application Deadline Extended for West Florida Public Library Board of Governance

The Escambia County Board of County Commissioners is seeking county residents interested in volunteering to be considered for an appointment to the West Florida Public Library Board of Governance.

The duties of the board include establishing policy and overseeing the management of Escambia County library services and making recommendations to the BCC regarding the annual budget according to the purposes and authority set forth in resolutions, interlocal agreements and other agreements, as well as state and federal laws. These duties also include establishing an annual plan of service and the long-range strategic planning of library services.

West Florida Public Libraries provides service to all of Escambia County, with the board typically meeting on the fourth Monday of the month from 4-6:30 p.m.

Residents interested in serving on the board are asked to submit a resume and letter indicating their desire to serve by close of business on Friday, Feb. 14. Resumes should be submitted to Todd J. Humble, Director, West Florida Public Libraries, 239 N. Spring St., Pensacola, FL, 32502 or by email to tjhumble@mywfpl.com.

Please be aware that resumes submitted to a BCC agenda for consideration will become part of the official minutes and are subject to public records requests.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17837 **County Administrator's Report 12. 5.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/07/2020
Issue: Future Development of Quintette Road
From: Steven Barry, Commissioner, District 5
Organization: Commissioner, District 5
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Future Development of Quintette Road - Commissioner Steven Barry, District 5

That the Board discuss the future development of Quintette Road.

BACKGROUND:
N/A

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
N/A

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:
N/A

IMPLEMENTATION/COORDINATION:
N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17844 **County Administrator's Report 12. 6.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/07/2020
Issue: Innerarity Island Association (IIA) Homeowners Association Resolution and Municipal Services Benefit Unit (MSBU)
From: Joy Jones, Director
Organization: Engineering
CAO Approval:

RECOMMENDATION:

Recommendation Concerning the Innerarity Island Association (IIA) Homeowners Resolution and Municipal Services Benefit Unit (MSBU) - Joy Jones, P.E., Engineering Department Director

That the Board discuss the Innerarity Island Association (IIA) Homeowners Resolution and Municipal Service Benefit Unit (MSBU), in which the Homeowners Association is requesting that Escambia County take the following action:

A. Direct staff to request additional Grants from the Department of Environmental Protection (DEP), and to seek other grant opportunities, such as Restore/Triumph funds, to assist IIA residents in mitigating costs of the sewer MSBU project;

B. Procure the services of a Real Estate Broker to prepare a market analysis of the County properties, propose new pricing to the IIA Board, and list the surplus lots for sale; and

C. Apply any Grant or property revenues to the IIA Sewer System MSBU prior to the final assessment calculation.

This project is located in Commission District 2.

BACKGROUND:

On March 21, 2014, Escambia County took ownership, by Court order, of the Innerarity Island Water and Sewer System. In 2018, a water system upgrade was completed, and Emerald Coast Utilities Authority (ECUA) took ownership and maintenance responsibility.

On March 2, 2017, the Board approved an Ordinance creating the Innerarity Island Development Corporation (IIDC) Sewage System Improvement MSBU, which allowed Escambia County to financially support improvements to the entire sewage system and to assess benefiting property owners for the project costs. Project construction started in October 2019 and is expected to be completed in October 2020. As ECUA will be responsible for long term maintenance, they are overseeing and managing the construction of the system. To move forward with construction, the Board approved an inter-fund loan on July 18, 2019, in the amount of $5,605,174, from Local Options Sales Tax (LOST) III provided temporary project funding.

A $1,500,000 Grant from the Department of Environmental Protection (DEP) was secured to offset the water and sewer project costs, which include engineering design and permitting, construction management/inspection services, waterline construction, operation/repair of water/sewer system, and partial grinder pump equipment purchase. MSBU-calculated (owner-financed) assessment includes sewer system construction, tax collector fee (2%), administrative fee (10%), contingency (20%), and Year 1 fee (10%). No additional Grants or property sales have been included in the current MSBU annual assessment calculations. As construction is on track to be completed in Fall 2020, assessment collection will not begin until November 2021.

On May 4, 2017, the Board declared 21 parcels as surplus and authorized staff to use an online real estate auction company to market and sell the properties to the bidder with the highest offer received at or above the minimum bid amount, and also authorized an appraisal to be performed on six lots to determine current market value for comparison purposes. Seven parcels have sold to date for a total of $219,150. 14 parcels are still available to auction. The Office of Management and Budget is working with the Purchasing Department to procure a new auction service for surplus properties as the last one is no longer available.

On April 9, 2020, the Innerarity Island Association (IA) Homeowners Association Board adopted a Resolution requesting that Escambia County take the following actions:

A. Escambia County should make every reasonable effort to request State Grants and Restore/Triumph Funds to assist IIA residents to mitigate the costs of the MSBU; and

B. Escambia County should select a Florida Real Estate Broker to perform the following tasks:

1. Prepare a market analysis of the lots;
2. Propose new pricing to the IIA Board;
3. List the surplus lots with said Broker so that they can be properly advertised; and
4. Apply the sales price to offset the MSBU.

This property is located in Commission District 2.

BUDGETARY IMPACT:

Project is funded by an interfund loan from LOST III and a DEP Grant until property owners begin repaying the County through MSBU assessments.

LEGAL CONSIDERATIONS/SIGN-OFF:

N/A

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

Staff from the Office of Management & Budget is currently working with Purchasing Department staff to procure a new auction service.

Attachments

HOA Resolution
Parcel Map
Auction Listing

INNERARITY ISLAND ASSOCIATION (IIA) HOA

Innerarity Sewer System MSBU
Resolution of the Board of Directors

WHEREAS the Board of Directors of the Association is charged with the responsibility representing the interest of the property owners; and

WHEREAS the vast majority of property owners believe that, as property taxes to Escambia County, that the BOCC should be responsive to the needs and interests of all the citizens of the County; and

WHEREAS the replacement of the current operational sewer system was presented as a demand and the option for the IIA to upgrade the existing sewer system was not given as an option, and

WHEREAS the past Board members were advised that it would be in the best interest of the Association to adopt a position of support in regards to installation of the new sewer system that meets the specifications of the County and ECUA since the costs would be mitigated by Grants and Property Sales, and

WHEREAS the past and present Board members further believed any new MSBU for state of the art Low Pressure Sewer with Grinder Pumps would be heavily reduced by Grants and Property sales and, therefore, since Escambia County now plans to place the full cost of the new sewer system on the property owners, the present Board is now tasked to find ways of reducing the MSBU, and

WHEREAS the estimated total costs per ECUA of the sewer system , as of 1-21-2020, has inflated to an estimated costs $4.5 million, to the point that many property owners are retirees on fixed incomes and this MSBU would create a financial hardship for them and some would be forced to sell their retirement home, and

Whereas, IIA was perhaps the first HOA to request and gain approval of a MSBU to widen and slightly raise the Causeway, and only way in and out to the island, and thereby obtain County ownership and maintenance for a roadway that is prone to flooding and washout, cutting off residents egress to/from the island. The roadway MSBU costs approximately $560,000 and has been paid off by property owners over ten-year period, and

Whereas NOW THEREFORE, BE IT RESOLVED that the Board of Directors of the **IIA HOA** (The Association) adopts the following position on behalf of the property owners:

1.0 Obligation to make every effort to Obtain State and Federal Grant to offset Sewer System Costs. A major reason that State/Federal Grants could be supported is based on the multiple septic tanks located on the island in close proximity to Perdido Bay. While grants were obtained to help pay for the reconditioning of the water system, no effort has been made to apply for or obtain funds to assist in offsetting the massive costs of the much more expensive sewer system.

2.0 Sale of County owned Lots on the island to offset MSBU costs. Owners and IIA Board were also led to believe by the County, in addition to State Grants, that it would also help reduce the costs of the MSBU by selling off the approximate $1.400,000 in surplus lots now owned by the County. Escambia County has not sold any lots via Auction since October 2018.

3.0 Request for Action by the Escambia County BOCC:

a) Escambia County honor its prior commitments and make every reasonable effort to request State Grants and Restore/Triumph Funds to assist IIA residents to mitigate the costs of the massive MSBU.

b) Escambia County should select a FL real estate broker to perform the following tasks: (1) prepare a market analysis of the lots (2) propose new pricing to the IIA Board (3) list the surplus lots with said Broker so they can be properly advertised and (4) apply the sales price to the offset of the MSBU.

4.0 The IIA HOA, on behalf of the tax paying property owners of Innerarity Island, humbly requests that the Escambia County honor their previous commitments to reduce the pending outrageous MSBU costs to taxpayers and faithfully represent the interest of the citizens of Innerarity Island.

This resolution of the Board of Directors has been duly adopted at the April 9, 2020 IIA Board of Directors meeting.

By:

Kevin Wilband, President

Geoff Fournier, Vice President

Terry Bergstrom, Secretary

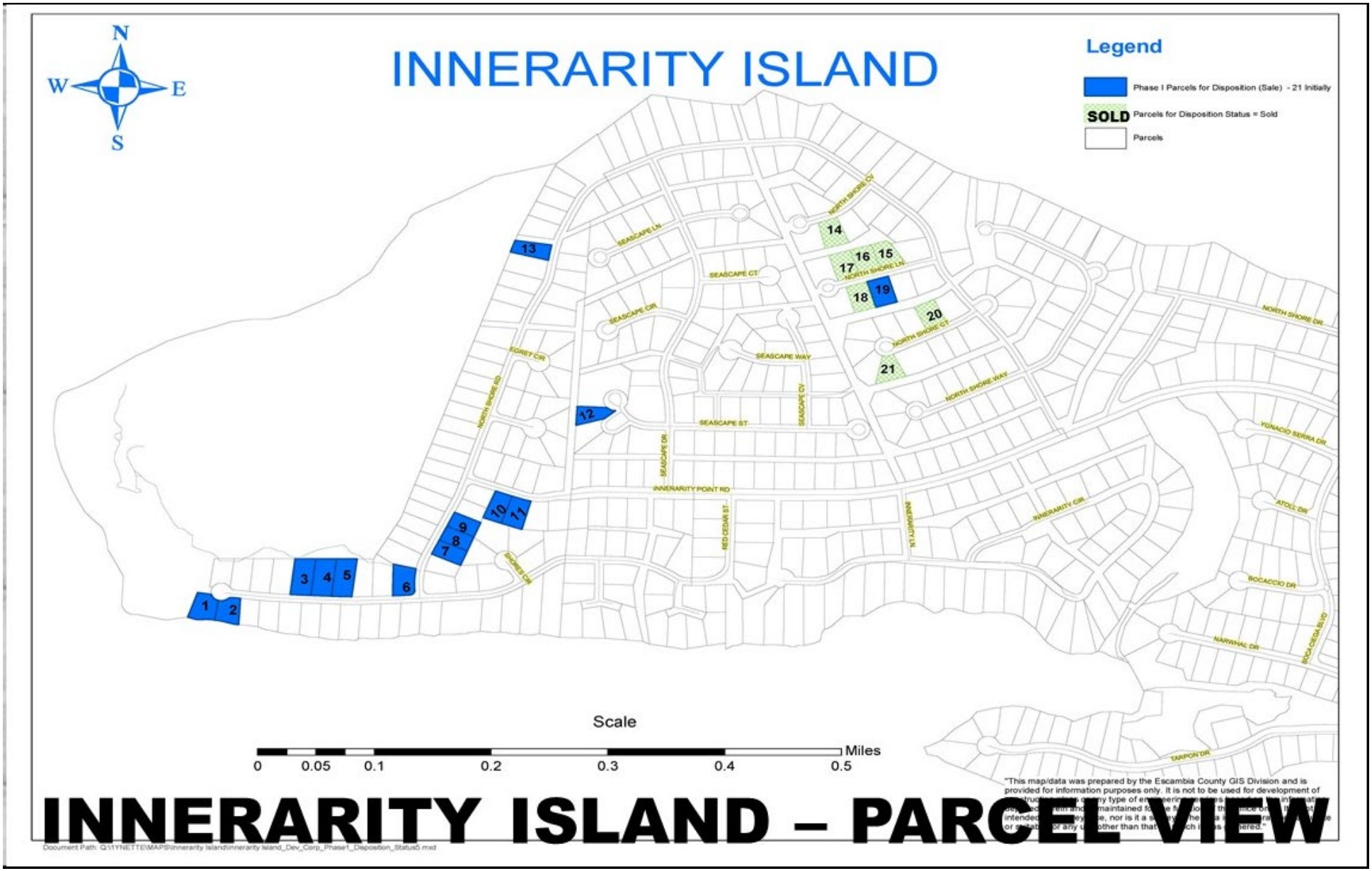
Mike Floyd, Treasurer

Walter Brown

Sam Mcknight

Steve Mims

Joe Ward



INNERARITY ISLAND – PARCEL VIEW

Innerarity Island Property Sales - Phase I

	Parcel Reference #	Address	Minimum Bid
1	15-3S-32-2001-018-005	5990 RED CEDAR STREET	$ 346,500.00
2	15-3S-32-2001-017-005	5980 RED CEDAR STREET	$ 330,750.00
3	15-3S-32-2001-022-008	5951 RED CEDAR STREET	$ 88,200.00
4	15-3S-32-2001-021-008	5941 RED CEDAR STREET	$ 88,200.00
5	15-3S-32-2001-020-008	5931 RED CEDAR STREET	$ 88,200.00
6	15-3S-32-2001-017-008	RED CEDAR STREET	$ 42,000.00
7	15-3S-32-2001-009-004	5305 NORTH SHORE ROAD	$ 63,945.00
8	15-3S-32-2001-008-004	5307 NORTH SHORE ROAD	$ 63,945.00
9	15-3S-32-2001-007-004	5309 NORTH SHORE ROAD	$ 63,945.00
10	15-3S-32-2001-004-004	16797 INNERARITY POINT ROAD	$ 63,945.00
11	15-3S-32-2001-003-004	16795 INNERARITY POINT ROAD	$ 66,150.00
12	15-3S-32-2006-008-009	16651 SEASCAPE STREET	$ 27,563.00
13	15-3S-32-2001-001-007	5426 NORTH SHORE ROAD	$ 77,175.00
14	15-3S-32-2003-002-006	16605 NORTH SHORE COVE	SOLD
15	15-3S-32-2003-008-006	16502 NORTH SHORE LANE	SOLD
16	15-3S-32-2003-009-006	16504 NORTH SHORE LANE	SOLD
17	15-3S-32-2003-010-006	16506 NORTH SHORE LANE	SOLD
18	15-3S-32-2003-004-005	16507 NORTH SHORE LANE	SOLD
19	15-3S-32-2003-003-005	16505 NORTH SHORE LANE	$ 33,075.00
20	15-3S-32-2003-012-003	16402 NORTH SHORE COURT	SOLD
21	15-3S-32-2003-006-003	16411 NORTH SHORE COURT	SOLD

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17756 **County Attorney's Report 12. 1.**
BCC Regular Meeting **Action**
Meeting Date: 05/07/2020
Issue: Settlement of FDOH Administrative Complaint
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Settlement of FDOH Administrative Complaint.

That the Board approve the settlement agreement proposed by the Florida Department of Health and authorize the County Administrator to execute the agreement on behalf of Escambia County Public Safety Department.

BACKGROUND:
On or about March 5, 2020, Escambia County Public Safety Department was served with an Administrative Complaint by the Florida Department of Health alleging that in or about the year 2018, that Emergency Medical Services, as a licensee of the Department of Health, engaged in unprofessional conduct by issuing recertification to instructors who had not met recertification requirements. The Administrative Complaint did not name any of the employees involved who had issued recertifications for teaching credentials. However, after the filing of the Administrative Complaint, three former employees, Leon Salter, Stephen White and James Bonoyer and current employee, Katherine Kenney, were arrested for various felonies related to the issuance of teaching credentials without proper recertification. Ms. Kenney was terminated from her employment.

The Department of Health proposes to issue a letter of reprimand by the Bureau of Emergency Medical Oversight. A copy of the proposed letter of reprimand is attached to this recommendation. In addition, the proposed settlement would require the payment of a $5000.00 fine. The proposed settlement agreement is attached to this recommendation.

Both the County Attorney's Office and the County Administrator have reviewed the proposed settlement agreement and letter of reprimand and recommend approval

as a reasonable disposition of the Administrative Complaint.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The County Attorney's Office has reviewed and approved the Settlement Agreement.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Proposed Settlement Agreement

Letter of Reprimand

STATE OF FLORIDA
DEPARTMENT OF HEALTH
BUREAU OF EMERGENCY MEDICAL OVERSIGHT

DEPARTMENT OF HEALTH,

Petitioner,

vs.

Case No. 2019-11689

ESCAMBIA COUNTY PUBLIC SAFETY DEPARTMENT,
Respondent.
_____/

SETTLEMENT AGREEMENT

Escambia County Public Safety Department, referred to as the "Respondent," and the Department of Health, referred to as "Department," stipulate and agree to the following Agreement and to the entry of a Final Order of the Department incorporating the Stipulated Facts and Stipulated Disposition in this matter.

Petitioner is the state agency charged with regulating emergency medical services pursuant to section 20.43, Florida Statutes, and chapter 401, Florida Statutes.

Petitioner has jurisdiction over Respondent by virtue of the provisions of chapter 401, Florida Statutes.

STIPULATED FACTS

1. At all times material hereto, Respondent has been licensed as an EMS Service provider, license number ALS1703.

2. The Department charged Respondent with an Administrative Complaint that was filed and properly served upon Respondent, alleging violation of chapter 401, Florida

Statutes, and the rules adopted pursuant thereto. The violations alleged in the Administrative Complaint occurred in or about 2018. A true and correct copy of the Administrative Complaint has been furnished with this Settlement Agreement.

3. Respondent neither admits nor denies the allegations contained in the Administrative Complaint.

STIPULATED CONCLUSIONS OF LAW

4. Respondent admits that it is subject to the provisions of chapter 401, Florida Statutes, and the jurisdiction of the Department.

5. Respondent admits that the facts alleged in the Administrative Complaint, if proven, would constitute violation of chapter 401, Florida Statutes, as alleged in the Administrative Complaint.

6. Respondent agrees that the Stipulated Disposition in this case is fair, appropriate and acceptable to Respondent.

STIPULATED DISPOSITION

7. **Fine** - The Bureau of Emergency Medical Oversight shall Impose an administrative fine of ***Five Thousand Dollars ($5,000.00)*** against Respondent to be paid by Respondent to the Florida Department of Health and mailed to Kimberley Moore, Bureau of Emergency Medical Oversight, Investigation Section, 4052 Bald Cypress Way, Bin A22, Tallahassee, FL 32399-1722, within thirty (30) days from the date of receipt of this Agreement. **All fines shall be paid by cashier's check or money order**.

8. **Reprimand** – The Bureau of Emergency Medical Oversight shall issue a letter of reprimand against Respondent's license.

STANDARD PROVISIONS

9. **Enforceability** - It is expressly understood that this Agreement is a legal and binding document and is fully enforceable against all parties in any court of competent jurisdiction. The signatories hereto are vested with the authority to execute this Agreement on behalf of their respective principals, and as designated representatives, to fully bind such principals.

10. **Future Conduct** - In the future, Respondent shall not violate chapter 401, Florida Statutes, or the rules promulgated pursuant thereto, or any other state or federal law, rule, or regulation relating to its providing of emergency medical services. Prior to signing this agreement, the Respondent shall read chapter 401, Florida Statutes.

11. **Purpose of Agreement** - Respondent, for the purpose of avoiding further administrative action with respect to this cause, executes this Agreement. Respondent expressly waives all further procedural steps and/or judicial review of this subject matter. The parties hereby agree to waive all claims, rights, charges, recoveries, and amounts with respect to the subject matter of Case Number 2019-11689.

12. **Waiver of Attorney's Fees and Costs** - The parties hereby agree they will bear their own attorney's fees and costs resulting from prosecution or defense of this

matter. Respondent waives the right to seek any attorney's fees or costs from the Department in connection with this matter.

SIGNED this_____day of_____, 2020.

FOR ESCAMBIA COUNTY PUBLIC SAFETY DEPARTMENT

_____

Name_____

Title _____

APPROVED this_____ day of_____, 2020.

FOR BUREAU OF EMERGENCY MEDICAL OVERSIGHT

_____

By:

Director, Emergency Preparedness and Community Support
Florida Department of Health
4052 Bald Cypress Way, Bin #A22
Tallahassee, Florida 32399-1722

DRAFT- language subject to amendment

LETTER OF REPRIMAND

Escambia County Public Safety Department
6575 North West Street
Pensacola, FL 32505

RE: Case Number 2019-11689

Dear Escambia County Public Safety Department,

Based upon the allegations of unprofessional conduct set forth in the Administrative Complaint filed February 28, 2020, and upon approval of the settlement agreement between the parties executed on _____, Escambia County Public Safety Department, holding license ALS1703, is HEREBY REPRIMANDED.

Please be on notice that a repeat offense may result in a suspension of your license held with the Department. Further, any future violations of Chapter 401, Florida Statutes will result in a more severe penalty.

Dated this _____ day of _____

_____
Administrator
Emergency Medical Services

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17761 **County Attorney's Report 12. 2.**
BCC Regular Meeting **Action**
Meeting Date: 05/07/2020
Issue: Approval of the Settlement and Release of Claims for the Terry Dennis Rigby Inventory Dispute
From: KIA JOHNSON, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of the Settlement and Release of Claims for the Terry Dennis Rigby Inventory Dispute.

That the Board take the following actions:

A. Approve the settlement reached for the sum of $10,000.00 to be paid to Terry Dennis Rigby's surviving spouse, Sherri Rigby, in exchange for the execution of a Release of Claims; and

B. Approve the Release of Claims entered into by Sherri Rigby.

BACKGROUND:

Terry Dennis Rigby was previously employed as a Fleet Maintenance Supervisor in the Waste Services Department. On October 4, 2019, Mr. Rigby retired from employment with the County. Upon separation from County employment, Mr. Rigby informed the County that during his tenure in the Waste Services Department he had intermingled hundreds of his personal work tools with the County's work tools. Due to the number and character of the items of inventory in dispute, the County and Mr. Rigby worked to resolve this dispute for several weeks after Mr. Rigby's separation from County employment. The County was continuing to work with Mr. Rigby to resolve this inventory dispute at the time of Mr. Rigby's passing on February 10, 2020.

BUDGETARY IMPACT:

Funding Source: Fund 401, Solid Waste Fund; Cost Center 230314, Operations; Object Code 55201, Operating Supplies.

LEGAL CONSIDERATIONS/SIGN-OFF:

The Release of Claims was drafted and approved by Assistant County Attorney, Kia M. Johnson.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Release of Claims

General Liability Claim Form

RELEASE OF CLAIMS

THIS RELEASE is entered into by Sherri Rigby (hereinafter referred to as "Mrs. Rigby"), the surviving spouse of Terry Dennis Rigby (hereinafter referred to as "Mr. Rigby"), whose principal address is 4180 Hwy 99 A, Walnut Hill, FL 32568.

WHEREAS, there was previously a dispute between Mr. Rigby and Escambia County, Florida related to miscellaneous work tools or inventory Mr. Rigby alleged to have left in the custody of Escambia County upon his separation from employment; and

WHEREAS, Mrs. Rigby desires to resolve this inventory dispute with Escambia County, Florida, and Mrs. Rigby hereby desires to memorialize this resolution in this Release of Claims.

NOW THEREFORE, in consideration of the payment and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Mrs. Rigby hereby agrees as follows:

In consideration of receiving payment in the amount of $10,000.00, reflecting the settlement amount for the inventory dispute described above, Mrs. Rigby does hereby release, remise and forever discharge ESCAMBIA COUNTY, FLORIDA and the ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS, including its employees, agents, volunteers, and elected and appointed officials (hereinafter referred to collectively as the "COUNTY"), from any and all claims, suits, actions, damages, expenses, losses, penalties, interest, demands, judgments, and liabilities, claims and related expenses in connection with the loss thereof, and costs of suit, including attorneys' fees and paralegals' fees, for any expenses, damages, or liability incurred by Mr. or Mrs. Rigby, whether for direct or consequential damages, or economic loss or use thereof, arising directly or indirectly on account of the inventory dispute settled herein, and any and all other persons, associations, and corporations, whether herein named or referred to or not, and who, together with all the above named, may be jointly or severally liable to Mr. or Mrs. Rigby, of and from any and all manner of actions and causes of actions, rights, suits, and covenants, contracts, agreements, judgments, claims and demands whatsoever in law or equity, including claims for contribution, arising from and by reason of any and all known and unknown, foreseen and unforeseen negligence of the COUNTY, and especially from all liability arising out of Mr. Rigby's inventory alleged to have been left in the custody of the County, the inventory lists prepared by Mr. Rigby, and all items of inventory Mr. and Mrs. Rigby have failed to list or assert.

Further, Mrs. Rigby expressly declares and agrees:

1. That this Release shall be interpreted under and its performance governed by the laws of the State of Florida, and any action relating to this Release shall be instituted and prosecuted in the courts of Escambia County, Florida;
2. That this full and final Release shall never be considered as evidence of or an admission of any liability at any time whatsoever; and
3. That this full and final Release covers and includes all claims several or otherwise, past, present, or future, which can or may ever be asserted by any person or persons as heirs or otherwise as the result of damages as aforesaid or the effects or consequences thereof.

By signing below, Mrs. Rigby acknowledges that she has read, understands, and consents to the terms of this Release.

[SIGNATURE PAGE TO FOLLOW]

SIGNATURE PAGE

IN WITNESS WHEREOF, Mrs. Rigby has made and executed this Release on the date under her signature:

Sherri Rigby

Sherri Rigby
Signature

Date: March 30, 2020

STATE OF FLORIDA
COUNTY OF ESCAMBIA

BEFORE ME, the undersigned authority, personally appeared on this 30th day of March, 2020, Sherri Rigby who (✓) is personally known to me or who ( ) produced _____ as identification, and who affirms and says that s/he has read and understands the contents hereof and that the statements herein are true and correct.

Maribelle VanBrussel
Signature of Notary Public

Notary Public State of Florida
Maribelle VanBrussel
My Commission GG 273566
Expires 11/01/2022

Maribelle VanBrussel
Printed Name

ESCAMBIA COUNTY
GENERAL LIABILITY CLAIM FORM

Please Print

NAME: Rigby, Sherri L.
(Last, First M.)

ADDRESS: 4180 Hwy 99A Walnut Hill, FL 32568
(Street) (City, State) (Zip)

PHONE NO.: 850-554-2910 (Home) 850-554-2910 (Work)

DATE OF ACCIDENT/INCIDENT: N/A

TIME OF ACCIDENT/INCIDENT: N/A

LOCATION OF THE ACCIDENT/INCIDENT: N/A
(Include nearest intersections)

DESCRIPTION OF ACCIDENT/INCIDENT:

N/A

DAMAGES SUSTAINED: N/A
(If auto damage, list vehicle type & color and insurance company)

IF DAMAGES RESULTED FROM AUTO ACCIDENT,

1. Who was the driver of the vehicle in which you were traveling? _____
2. Who is the owner of the vehicle in which you were traveling? _____
3. In what state is the damaged vehicle registered? _____
4. Do you own a vehicle? _____ If so, in what state is your vehicle registered? _____

TOTAL AMOUNT CLAIMED: 18,000.00
(If requesting reimbursement, attach receipts, estimates, etc. to substantiate this claim. For auto damage claims for which Escambia County is liable, an independent appraisal will be obtained.)

I/We hereby claim a right of action in tort against the Escambia County Board of County Commissioners arising out of the above listed damages sustained by me/us as a result of the above described accident/incident. The amount claimed represents the total sums due me/us for all said damages to me/our property. Attached is/are estimates, bills, receipts, etc. which will substantiate this claim.

Dated this 30th (Day) day of March (Month), 2020.

_____
(Signature of Claimant)

Sherri L. Rigby
(Signature of Claimant)

Return to: Board of County Commissioners, Risk Management, Post Office Box 1591, Pensacola, FL 32591

Personal tools on #61310 Ford Service Truck
Viking Electronic Jump Starter
OTC Scan Tool
Set of Jumbo Combination Wrenches Ironton 1 5/16-2"
boonie hat, shirt, water jug
Screwdrivers various sizes, types and brand
Large brass punch, various chisels and punches
Kobalt 30' tape measure
Various sizes taps and dies
Screw extractors various sizes
various burrs for die grinder
Many allen wrenches metric and standard
Various pliers all types, cutting, slip joint, locking, adjustable, snap ring Retrieval magnets
Inspection mirrors
Craftsman LED rechargeable flashlight
Caterpillar LED rechargeable work light
Standard combination wrenches all sizes, many brands
Socket head wrenches metric and standard Proto brand
Long ratcheting wrenches standard and metric Carlisle and Matco brand
Angle head wrenches standard and metric Proto, MAC, and Snap-On brand
Metric combination wrenches all sizes, many brands
1/4" socket sets standard and metric Craftsman
Many 3/8" standard and metric sockets all sizes many brands
3/8 universal impact socket set standard and metric Proto
Torx sockets 1/4" and 3/8" drive
Several 3/8 ratchets different lengths different brands
Many 3/8 extensions different lengths and brands
Many different adapters for 1", 3/4", 1/2", 3/8, 1/4" drive tools
Many 1/2" standard and metric all sizes many brands
1/2 universal impact socket set standard Proto
Craftsman 1/2 metric and standard impact socket sets regular and deepwell
Several 1/2 ratchets different lengths Matco and Craftsman
Many 1/2 extensions different lengths Craftsman
Several chain wrenches Vise grip
Large chain wrench Caterpillar
Hacksaw
Large Snap ring pliers internal and external
Pipe wrenches 24", 18" 12" Rigid and Kobalt
Large adjustable pliers Crescent
Hammers 4lb, 2lb, 1 lb, brass
Many different length and type of pry bars
Many different oil filter wrenches
Strap wrench Rigid
Ingersol Rand 1/2, 3/8, 3/4 Air Impact wrenches
Ingersol Rand Air 4" side grinder
Ingersol Rand 1/2, 3/8 Air ratchet
Ingersol Rand straight air die grinder
Kobalt 90 degree air die grinder
Gray Pneumatic Impact socket sets, 3/8 standard and metric, regular and deepwell
Gray Pnuematic Impact socket set 1/2 metric deepwell
Irwin screw extractor set
1/2 drive crowfoot set
Tap and die set
3/4 socket set
Many 3/4 and 1" impact sockets different brands
]

Matco long 3/4 ratchet
Craftsman 3/4 ratchet
metric combination wrench set
standard combination wrench set
OTC battery tester
Fluke multimeter in case
Robinair a/c evacuation pump air powered
Various blow nozzles
Dewalt 1/2 cordless drill in case 18 volt
Dewalt 3/8 cordless impact in case 18 volt
Dewalt 1/2 cordless impact 18 volt
Dewalt 18 volt spare batteries
Dewalt 1/2 cordless impact 20 volt
Dewalt 1/2 cordless drill 20 volt
Dewalt 3/8 right angle cordless drill 20 volt
Dewalt 20 volt spare batteries
Knee pad, hard hat
Robinair 134A a/c guages
Slide hammer with puller attachments
Slide sledge with attachments
3/4, 1/2 and 3/8 torque wrenches
Lincoln air powered grease gun
large cable cutters
large rivet tool
battery cable crimping tool large and small
radiator pressure tester
1/2 to 3/4 4:1 torque muliplier

1. Braun LED work light - sitting under desk
2. Charging cords USB
3. Certificates from classes taken, folder with cards- left side desk file drawer
4. LG external DVD drive - right side desk file drawer
5. Seagate external hard drive - connected to laptop
6. "Attack mechanic sign" - at entrance door
7. Yellow tag "if its not A Cat it's a dog""--entrance door
8. DYMO RhinoPRO 1000 label maker--RH desk file drawer
9. MISC hats--cabinet over desk
10. Box of Thompson Cat hats--on top of cabinet over desk
11. Container of AA and AAA batteries--RH desk file drawer
12. CD with personal files--RH top desk drawer
13. Dewalt Sawzall
14. Porter Cable Portaband
15. Drill Doctor Drill Bit Sharpener
16. Transmission Jack (orange in color)
17. (2) Enerpac Air-Operated Power Units with hoses
18. Enerpac Ram connected to smaller power unit
19. Shop Vac Hangup Vacuum Cleaner
20. Clock on Shop Wall
21. (2) Dewalt 18 volt battery chargers-filing cabinet in office

1. Norscot 1:50 scale model Caterpillar 320 Excavator
2. Norscot 1:50 scale model Caterpillar 725 Articulated Dump Truck
3. Norscot 1:50 scale model Caterpillar D7E Track Type Tractor
4. Jabra bluetooth headset

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17805 **County Attorney's Report 12. 3.**
BCC Regular Meeting **Action**
Meeting Date: 05/07/2020
Issue: Approval of Proposed Settlement of Workers' Compensation Claims Brought by Ray Boutwell
From: CHARLES PEPPLER, Deputy County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Approval of Proposed Settlement of Workers' Compensation Claims Brought by Ray Boutwell.

That the Board approve a proposed settlement in the sum of $70,000.00 payable to Ray Boutwell in exchange for a complete resolutions of all claims to benefits to which Mr. Boutwell would be entitled under the Florida Workers' Compensation Act. The settlement sum would be reimbursed by the excess carrier.

BACKGROUND:

Ray Boutwell is 61 years old and sustained his injuries as a result of an accident in the course and scope of his employment with the Department of Public Works of Escambia County when he was operating heavy equipment on July 25, 2006 and was struck from behind by a dump truck. Since that time, Mr. Boutwell has undergone extensive treatment for injuries to the neck, back, arm and leg. He received cervical discectomy and fusion procedures in 2011 and 2016, plus a posterior lumbar fusion in 2012. He has had extensive medical treatment involving physical therapy, injections and other pain management techniques. Mr. Boutwell has been unable to return to work and was determined to be permanently and totally disabled. In 2012, his claim for future indemnity benefits was setted in the sum of $200,000.00.

Thus far, Mr. Boutwell has incurred $700,000.00 in medical benefits since the date of the accident. In recent years, Mr. Boutwell has been weaning himself from pain medications to the point where he is utilizing only $4,000.00 in medical benefits over the past two years. The Centers for Medicare and Medicaid Services have agreed upon and approved a Medicare set-aside of $16,793.00. However, given

the severity of his injuries, the likelihood of a catastrophic event is substantially greater because of the extent of his injuries and medical treatment. A further catastrophic event would greatly exceed the proposed settlement amount of $70,000.00.

Pursuant to Section 440.20(11), Fla. Stat. (the washout settlement procedure), the parties negotiated a provisional settlement agreement which would release Escambia County Board of County Commissioners and PGCS, the third-party administrator, from future liability for medical benefits in exchange for the payment of $70,000.00. Because the self-insured retention has been exhausted, the excess insurance carrier will be ultimately responsible for payment of and reimbursing all proposed settlement funds. The excess carrier has already agreed and approved the proposed settlement amount. This proposed settlement would resolve any and all benefits, including attorney's fees and costs, to which Mr. Boutwell would be entitled in connection with the claim. Retained counsel for the County and the Workers' Compensation carrier, Brian T. Hanley, recommends that the Board of County Commissioners approve the proposed settlement agreement.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

Mr. Hanley will prepare the settlement documents.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

No file(s) attached.

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17806 **County Attorney's Report 12. 4.**
BCC Regular Meeting **Action**
Meeting Date: 05/07/2020
Issue: Authorize Rescheduling a Public Hearing to Consider an Ordinance Creating Volume 1, Chapter 94, Article 1, Section 94-9
From: MATTHEW SHAUD, Assistant County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Authorizing the Rescheduling of a Public Hearing to Consider an Ordinance Creating Volume 1, Chapter 94, Article 1, Section 94-9 relating to Micromobility Devices and Motorized Scooters on Pensacola Beach.

That the Board authorize the rescheduling of a public hearing from Thursday, June 4, 2020, to Thursday, August 6, 2020, at 5:31 p.m. to consider an Ordinance creating Volume 1, Chapter 94, Article 1, Section 94-9 relating to Micromobility Devices and Motorized Scooters on Pensacola Beach.

BACKGROUND:

Recent changes to the Florida Uniform Traffic Control Law allow counties to enact ordinances to permit, control, or regulate the operation of vehicles, golf carts, mopeds,
motorized scooters, and other mobility devices on sidewalks or sidewalk areas, so long
as certain requirements are met. The Santa Rosa Island Authority requested the Board
of County Commissioners enact an ordinance governing the use and operation of micromobility devices and motorized scooters on Pensacola Beach. County Attorney
staff drafted this Ordinance, which regulates the operation of such devices on Pensacola
Beach. This Ordinance will be presented and discussed during Santa Rosa Island Authority meetings in May and June 2020.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

The proposed Ordinance was drafted by Matthew R. Shaud, Assistant County Attorney, and will be advertised in the Pensacola News Journal on Saturday, July 25, 2020.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Ordinance Draft

ORDINANCE NUMBER 2020-____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, CREATING VOLUME 1, CHAPTER 94, ARTICLE I, SECTION 94-9 OF THE ESCAMBIA COUNTY CODE OF ORDINANCES RELATING TO DOCKLESS SHARED MICROMOBILITY DEVICES ON PENSACOLA BEACH; PROVIDING FOR SEVERABILITY AND CONFLICTS; PROVIDING FOR INCLUSION IN THE CODE; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Uniform Traffic Control Law allows counties to enact ordinances to permit, control, or regulate the operation of vehicles, golf carts, mopeds, motorized scooters, and electric personal assistive mobility devices on sidewalks or sidewalk areas when such use is permissible under federal law, so long as such vehicles or devices are restricted to a maximum speed of 15 miles per hour. *Section 316.008(7)(a)*, *Florida Statutes*; and

WHEREAS, Section 316.008, Florida Statutes, with respect to streets and highways, allows counties to regulate or prohibit stopping, standing, or parking, restrict the use of streets, and regulate or prohibit the use of heavily traveled streets by any class or kind of traffic found to be incompatible with the normal and safe movement of traffic; and

WHEREAS, the Santa Rosa Island Authority was created by special act to provide oversight of Santa Rosa Island for such purposes as it shall deem to be in the public interests; and

WHEREAS, the Santa Rosa Island Authority has asked the Board of County Commissioners to enact an ordinance relative to micromobility devices;

WHEREAS, the Santa Rosa Island Authority strives to keep the County rights-of-way compliant with the Americans with Disabilities Act (ADA), and other federal and state

DRAFT

regulations, and is committed to keeping Pensacola Beach accessible for the mobility-challenged; and

WHEREAS, dockless shared micromobility devices and motorized scooters left unattended and parked, leaned on walls, or left on sidewalks creates a hazard to pedestrians and individuals needing access and maneuverability for ADA mobility devices; and

WHEREAS, the Santa Rosa Island Authority has a significant interest in ensuring public safety and order in promoting the free flow of pedestrian traffic on streets, sidewalks, and sidewalk areas.

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

Section 1. Chapter 94, Article 1, Section 94-9 of the Code of Ordinances of Escambia County, Florida is hereby created as follows:

Section 94-9. Pensacola Beach Micromobility Device and Motorized Scooter Ordinance.

(1) Title. This section shall be known as "The Pensacola Beach Micromobility Device and Motorized Scooter Ordinance," and may be cited as such, and will be referred to herein as "this Section."

(2) Legislative Findings.

a. The purpose of this Section is to permit and regulate Dockless Shared Micromobility Devices and Motorized Scooters on Pensacola Beach.

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b. The provisions of this Section shall apply to commercial Dockless Shared Micromobility Devices and private Micromobility Devices and Motorized Scooters on Pensacola Beach.

c. For the purpose of this Section 94-9, all Commercial Master Lessees and sublessees of any Commercial Master Lessees operating a business for the sale or rental of Micromobility Devices and Motorized Scooters on Santa Rosa Island and any owner of Micromobility Devices and Motorized Scooters operating Micromobility Devices and Motorized Scooters on Santa Rosa Island for commercial use or private use shall be liable for complying with the provisions of this Section.

(3) Definitions. For the purpose of this Section, the following words and phrases, when used in this Section, shall have the meanings respectively ascribed to them in this subsection. The definitions in Chapter 316, Florida Statutes, as amended, apply to this Section and are hereby incorporated by reference.

a. *Commercial Master Lessee* means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, who has a lease directly with the SRIA for the possession and use of realty and the improvements thereto used for nonresidential, commercial, governmental, or industrial purposes, and either for itself or through a sublessee of the Commercial Master Lessee owns, operates, redistributes, or rebalances Dockless Shared Micromobility Devices (DSMDs), or operates a Dockless Shared Micromobility Device (DSMD) System on or within Pensacola Beach.

b. *Commercial Core Area of Pensacola Beach* means the predominately commercial district of Pensacola Beach more particularly described as beginning at a point

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on the Northerly R/W line of Ft. Pickens Rd. and the Southeast Corner of Block "C", La Caribe, being a subdivision recorded in Plat Book 15, Page 10 of the Public Records of Escambia County, Florida; thence depart said Northerly R/W line and run Northerly along the Easterly Boundary line of La Caribe Subdivision to the water's edge of Little Sabine Bay, thence run Northeasterly, Northerly and Northwesterly along the meanderings of said water's edge of Little Sabine Bay to the Bulkhead of the Bob Sikes Bridge at Pensacola Beach Blvd.; thence continue Easterly along said Bulkhead to the Southerly water's edge of Santa Rosa Sound; thence run Northeasterly, Southwesterly, Southerly, Southeasterly and Easterly along the meanderings of said water's edge of Santa Rosa Sound to a point lying on the extension of the Western Boundary of Lot 3, Block 3, Villa Primera, being a Subdivision recorded in Plat Book 2, Page 78 of the Public Records of Escambia County, Florida; thence Southerly along said Western Boundary of Lot 3 to the Southwest Corner of said Lot 3, Block 3, Villa Primera; thence Easterly along the Southern Boundary of said Lot 3, Block 3, a distance of 35 Ft. to the Northeast Corner of Lot 14, Block 3, Villa Primera Subdivision; thence Southerly along the Eastern Boundary of Lot 14, Block 3, a distance of 93.88 Ft. to the Northerly R/W line of Via De Luna Drive; thence Westerly along said Northerly R/W line of Via De Luna Dr. to a point of intersection with the Northerly extension of the Westerly R/W line of Avenida 10; thence Southerly along said Westerly extension, West R/W line and Southerly extension of Westerly R/W line to the water's edge of the Gulf of Mexico; thence Southwesterly along said water's edge of the Gulf of Mexico to a point of intersection with the Westerly Boundary line of Block H, First Addition to Villa Sabine, being a Subdivision recorded in Plat Book 5, Page 75 of the Public Records of Escambia County, Florida; thence Northwesterly along said Boundary line of Block H to the Northerly R/W of Fort Pickens Rd.; thence Northeasterly along said R/W to the Southeast Corner of Lot 1, Block A, Spanish Landing Subdivision, being a subdivision recorded in Plat Book 8, Page 24 of the Public Records of Escambia County, Florida; thence Northwesterly along the Easterly Boundary line of said Lot 1, Block A, Spanish Landing to the Southerly water's edge of Little Sabine

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Bay; thence Northeasterly and Easterly along the Southerly shoreline of said Little Sabine Bay to a point of intersection of the water's edge and the Westerly Boundary line of Deep Water Cove Condominium Phase I; thence Southeasterly along said Westerly Boundary line to the Northerly R/W line of Fort Pickens Rd.; thence Northeasterly along the Northerly R/W line of Fort Pickens Rd. to the Point of beginning. This area is comprised of 222.6 acres, and is generally depicted in the following map:

c. ***Customer*** means a person who uses a Dockless Shared Micromobility Device (DSMD).

d. *Dockless Shared Micromobility Device* (hereinafter "DSMD") means a Micromobility Device or Motorized Scooter made available for shared use or rent to individuals on a short-term basis for a price or fee.

e. *Dockless Shared Micromobility Device (DSMD) System* means a system generally, in which Dockless Shared Micromobility Devices (DSMDs) are made available for shared use or rent to individuals on a short-term basis for a price or fee.

f. *Geofencing* means the use of GPS (Global Positioning System) or RFID (Radio-Frequency Identification) technology to create a virtual geographic boundary, enabling software to trigger a response when a DSMD enters or leaves a particular geographic area.

g. *Micromobility Device* shall have the same meaning as ascribed in Section 316.003, Florida Statutes, as amended. Micromobility Device is further defined as a vehicle that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

h. *Motorized Scooter* means any vehicle or Micromobility Device that is powered by a motor with or without a seat or saddle for the use of the rider, which is designed to travel on not more than three wheels, and which is not capable of propelling the vehicle at a speed greater than 20 miles per hour on level ground.

i. *Pedestrian* means any person utilizing Sidewalks, Sidewalk Areas, or Rights-of-way on foot, and shall include people using wheelchairs or other ADA-compliant devices.

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j. *Rebalancing* means the process by which DSMDs are redistributed geographically to ensure their availability throughout a service area and to prevent excessive buildup of DSMDs in a particular geographic area.

k. *Relocate or Relocating* means the process by which DSMDs are relocated and secured at locations or distribution points approved by the SRIA.

l. *Residential Leasehold* means an improved leasehold under a direct lease with the SRIA which is used as a dwelling.

m. *Right(s)-of-way* means the surface and space above and below any real property in which the County has an interest in law or equity, devoted to, associated with, or required for use as a transportation facility, including streets, easements, and sidewalks, but excluding parks.

n. *Santa Rosa Island Authority (SRIA)* means that board created and appointed by the county commissioners of Escambia County to provide oversight of Santa Rosa Island for such purposes as it shall deem to be in the public interests, pursuant to Chapter 24500, Laws of Florida, Special Acts 1947, as amended.

o. *Service Area* means the geographical area approved by the SRIA on or within Pensacola Beach where a Commercial Master Lessee or sublessee of a Commercial Master Lessee or their respective Customers are authorized to operate a DSMD.

p. *Sidewalk* means that portion of a street between the curb line, or the lateral line, of a roadway and the adjacent property lines, intended for use by pedestrians.

q. *Sidewalk Area(s)* include trail in the area of a sidewalk, as well as the sidewalk, and may be a median strip or a strip of vegetation, grass, bushes, trees, street

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furniture, or a combination of these between the curb line of the roadway and the adjacent property.

(4) Prohibition.

a. It shall be a violation of this Section to operate a Micromobility Device or Motorized Scooter in the Commercial Core Area of Pensacola Beach.

b. It shall be a violation of this Section to operate a Micromobility Device or Motorized Scooter on any street or roadway which has a posted speed limit greater than 25 miles per hour.

(5) Dockless Shared Micromobility Devices (DSMDs) and Motorized Scooters on Pensacola Beach Public Rights-of-Way Outside of Prohibited Area; Criteria.

a. DSMDs shall not be operated on Pensacola Beach unless a Commercial Master Lessee has received SRIA approval and has entered into a fully executed lease amendment for the operation of DSMDs on Pensacola Beach, or a sublessee has received SRIA approval and has entered into a fully executed sublease with a Commercial Master Lessee.

b. DSMDs are not available for shared use or rent from a Residential Leasehold on Pensacola Beach.

c. If two or more DSMDs from a Commercial Master Lessee are found at a distance of three feet or less from one another on or within Pensacola Beach, it will be presumed that such DSMDs have been deployed by that Commercial Master Lessee, and it will be presumed that the Commercial Master Lessee is in violation of this Section, and the DSMDs are subject to impoundment per subsection 1.(8) herein.

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d. To operate DSMDs on Pensacola Beach, a Commercial Master Lessee shall submit an application for such operation with the SRIA using such forms approved by the SRIA, along with a fee of $500.00, which shall be used to assist with offsetting costs to the SRIA related to any administration and enforcement of this Section, as well as a fee in the amount of $100.00 per DSMD proposed to be deployed. Such fees will be refunded if the prospective Commercial Master Lessee or the sublessee of a Commercial Master Lessee is not approved to operate DSMDs. If the SRIA authorizes fewer DSMDs to be deployed than the number proposed, the SRIA shall refund the fees for each DSMD not authorized for deployment.

e. The SRIA approval of a Commercial Master Lessee to operate DSMDs shall include: (i) determination of the terms and conditions of such operation by Commercial Master Lessee, including but not limited to percentage lease fees; and (ii) determination of the total number of DSMDs which may operate on Pensacola Beach.

f. The total number of DSMDs shall be distributed among Commercial Master Lessees approved to operate DSMDs as determined by the SRIA. DSMDs that are impounded shall count towards the maximum permitted DSMDs authorized on or within Pensacola Beach.

g. To the extent allowed by law, the SRIA may from time to time adopt further regulations and policies pertaining to DSMDs which may be necessary to implement this Section and facilitate the safe operation of such devices on Pensacola Beach.

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(6) Operation of a Dockless Shared Micromobility Device (DSMD) System; Commercial Master Lessee's Responsibilities and Obligations; Dockless Micromobility Device Specifications.

a. The Commercial Master Lessee or sublessee of a Commercial Master Lessee of a DSMD System is responsible for maintenance of each DSMD.

b. The DSMD shall be restricted to a maximum speed of 15 miles per hour on or within authorized geographic areas of operation on Pensacola Beach.

c. Each DSMD shall predominantly display the Commercial Master Lessee's or sublessee's name and contact information, which may be satisfied by printing the Commercial Master Lessee's or sublessee's Uniform Resource Locator (URL) or providing a code to download the Commercial Master Lessee's or sublessee's mobile application, if any.

d. Commercial Master Lessees or sublessees of a Commercial Master Lessees must comply with all applicable local, state, and federal regulations and laws.

e. As part of the application submitted to the SRIA, Commercial Master Lessees or sublessees of a Commercial Master Lessee must provide to the SRIA an emergency preparedness plan acceptable to the SRIA that details where the DSMDs will be located and the amount of time it will take to secure all DSMDs once a tropical storm or hurricane watch or warning has been issued by the National Weather Service for Pensacola Beach, or once the SRIA or Escambia County has declared any other safety emergency declared by the Board of County Commissioners or the County Administrator.

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f. Commercial Master Lessees or sublessees of a Commercial Master Lessee must obtain approval from SRIA, or its designee, regarding when, and where, it is safe to redistribute the DSMDs on or within Pensacola Beach when there is no longer a declared emergency as referenced in subsection 1.(6)e. herein.

g. DSMDs that are inoperable or damaged, improperly parked, blocking ADA accessibility, or do not comply with this Section must be removed by the Commercial Master Lessees or sublessee of a Commercial Master Lessee within one (1) hour upon receipt of a complaint.

    1. An inoperable or damaged DSMD is one that has non-functioning features or is missing components.
    2. A DSMD that is not removed within this timeframe is subject to impoundment and any applicable impoundment fees, code enforcement fees, or penalties per subsections 1.(8) and 1.(10) herein.

h. Commercial Master Lessees or sublessees of a Commercial Master Lessee must provide details on how Customers can utilize the DSMD without a smartphone.

i. Commercial Master Lessees or sublessees of a Commercial Master Lessee must Rebalance the DSMDs daily, unless otherwise agreed in writing with the SRIA.

j. The Commercial Master Lessees', or their respective sublessees', or their respective designees' mobile application and website must inform Customers how to safely and legally ride a DSMD.

k. The Commercial Master Lessees', or their respective sublessees', or their respective designees' mobile application must clearly direct Customers to customer support mechanisms, including but not limited to phone numbers or

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websites. Commercial Master Lessees, or their respective sublessees, or their respective designees must provide a staffed, toll-free Customer Service line which must provide support 24 hours per day, 365 days per year.

l. Commercial Master Lessees or sublessees of a Commercial Master Lessee must provide a direct customer service or operations staff contact to SRIA staff.

m. All DSMDs shall comply with the lighting standards set forth in Section 316.2065(7), Florida Statutes, as may be amended or revised, which requires a reflective white light visible from a distance of at least 500 feet and a reflective rear red light visible from a distance of at least 600 feet.

n. All DSMDs shall be equipped with GPS, cell phone, or a comparable technology for the purpose of tracking.

o. All DSMDs must include a kickstand capable of keeping the unit upright when not in use.

p. The only signage allowed on a DSMD is that which identifies the Commercial Master Lessees or sublessees of a Commercial Master Lessee. Third-party advertising is not allowed on any DSMD.

q. DSMDs shall be parked in the same areas authorized for bicycles within the Service Area.

(7) Operation and Parking of Dockless Shared Micromobility Devices (DSMDs) and Motorized Scooters.

a. The riding and operating of DSMDs is permissible upon all Sidewalks, Sidewalk Areas, and other areas a bicycle may legally travel, located on or within Pensacola Beach limits, except the areas listed below:

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1. DSMDs and Motorized Scooters are prohibited from operating or parking, at all times, on Streets, Sidewalks, bike paths, Sidewalk Areas, or Rights-of-way within the Commercial Core Area of Pensacola Beach.
2. Micromobility Devices and Motorized Scooters are prohibited from operating or parking, at all times, on any street or roadway, which has a posted speed limit greater than 25 miles per hour, or on any Sidewalks, bike paths, Sidewalk Areas, or Rights-of-way adjacent to any street or roadway, which has a posted speed limit greater than 25 miles per hour.

b. A Customer of a DSMD or Motorized Scooter has all the rights and duties applicable to the rider of a bicycle under Section 316.2065, Florida Statutes, as amended.

c. DSMDs and Motorized Scooters shall be restricted to a maximum speed of 15 miles per hour.

d. A Customer operating a DSMD upon and along a Sidewalk, Sidewalk Area, or across a roadway upon and along a crosswalk, has all the rights and duties applicable to a bicyclist under the same circumstances, and shall yield the right-of-way to any Pedestrian and shall give an audible signal before overtaking and passing such Pedestrian.

e. A Customer operating a DSMD must comply with all applicable local, state, and federal laws.

f. Use of public sidewalks for parking DSMDs or Motorized Scooters shall not:

1. Adversely affect the use of streets or sidewalks;
2. Inhibit pedestrian movement;

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3. Inhibit the ingress and egress of vehicles parked on-street or off-street;
4. Create conditions which are a threat to public safety or security;
5. Prevent a minimum four (4) foot pedestrian clear path;
6. Impede access to existing docking stations, if applicable;
7. Impede loading zones, handicap accessible parking zones, or other facilities specifically designated for handicap accessibility, on-street parking spots, curb ramps, business or residential entryways, driveways, travel lanes, bicycle lanes, or be within 15 feet of a fire hydrant; or
8. Violate Americans with Disabilities Act (ADA) accessibility requirements.

g. To the extent Escambia County, the Escambia County Sheriff, and/or the SRIA collect sufficient data, any such party may, but is not required to, request the Board of County Commissioners amend this Section so as to provide for the safety of citizens and visitors. Such data may include, but is not limited to:
1. Number and type of traffic and pedestrian accidents involving DSMDs;
2. Number and type of injuries sustained by riders and non-riders of DSMDs;
3. Number and type of criminal complaints issued (e.g., private property damage or trespass upon private property) involving DSMDs;
4. Number and type of traffic stops made involving DSMDs; and
5. Total amount of resources used to regulate DSMDs and enforce this Section.

(8) Impoundment; Removal or Relocating.

a. Any Shared Micromobility Device that is inoperable or damaged, improperly parked, blocking ADA accessibility, does not comply with this Section, or is left

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unattended on public property, including Sidewalks, Sidewalk Areas, Rights-of-way, and parks, may be impounded, removed, or relocated by Escambia County staff, persons under contract with Escambia County, any law enforcement officer, or lifeguard.

1. Unattended or abandoned DSMDs in violation of this Section are a public nuisance.
2. A DSMD is not considered unattended if it is secured in a designated parking area, rack (if applicable), parked correctly, or in another location or device intended for the purpose of securing such device.

b. Any DSMD that is displayed, offered, or made available for rent on or within Pensacola Beach by any person or entity, including but not limited to Commercial Master Lessees or sublessees of a Commercial Master Lessee, without approval by the SRIA is subject to impoundment or Removal, and will be subject to applicable impoundment fees or removal fines as specified in this Section.

c. Escambia County staff, persons under contract with Escambia County, any law enforcement officer, or lifeguard may, but are not obligated to, remove or relocate any DSMD that is in violation of this Section.

1. A Commercial Master Lessee or sublessee of a Commercial Master Lessee shall pay to the agency responsible for impounding or removing a DSMD, a $100.00 fee per device that is removed or relocated, in order to retrieve the impounded or removed DSMD, in additional to any other costs, expenses, and/or towing fees incurred pursuant to this Section.

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d. Impoundment shall occur in accordance with Section 713.78, Florida Statutes, as amended. The Commercial Master Lessee or sublessee of a Commercial Master Lessee shall be solely responsible for all expenses, towing fees, and costs required by the towing company to retrieve any impounded Micromobility Device(s). The Commercial Master Lessee or sublessee of a Commercial Master Lessee of a Micromobility Device impounded under this Section will be subject to all liens and terms described under Section 713.78, in addition to payment of all applicable penalties, costs, fines, or fees that are due in accordance with this Section and applicable local, state, and federal law.

(9) High Impact Event on Santa Rosa Island.

a. *High impact event* means an event or gathering on beach property in Escambia County or on Santa Rosa Island or Pensacola Beach during which one (1) or more of the following occur:

1. An event, activity, or period of time that generates a significant spike in social media conversations, increasing audience impressions, and attention to the County, Santa Rosa Island, or Pensacola Beach, which is expected to generate attendance by more than five thousand (5,000) people for an area of beach property;
2. An event is held pursuant to a special permit which is expected to result in attendance by more than twenty-five thousand (25,000) people on beach property;

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3. A maintenance of traffic plan would be required, or is required (e.g., including, but not limited to, street closures, lane closures, shuttle service) based upon the high impact event or pursuant to a special event permit;
4. Hotel occupancy levels are anticipated to be greater than eighty-five (85) percent on Santa Rosa Island or Pensacola Beach; or
5. Law enforcement mutual aid or other assistance from outside law enforcement agencies is required to provide for the safety and well-being of residents and visitors to the beach property.

b. Whenever the County Administrator, or his or her designee, determines that a high impact event on beach property will occur, or is in progress, he or she may prohibit or limit the use of DSMDs, Motorized Scooters, and/or the DSMD Systems on or within Pensacola Beach.

c. In the event the County Administrator, or his or her designee, prohibits or limits use of DSMDs, Motorized Scooters, and/or the DSMD System during a high impact event, notice of such action and duration shall be filed with the Clerk of Court and delivered to all appropriate news and social media for publication and to local radio and television stations for broadcast. If practicable, signs may be posted in the impacted area(s) advising of the prohibition or limitation during the duration of such action by Escambia County.

d. Any refusal to comply with the action(s) taken during a high impact event shall be prosecuted in the same manner as misdemeanors are prosecuted and shall be punished by a fine not to exceed $500.00 or by imprisonment in the county jail not

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to exceed 60 days or by both such fine and imprisonment, as provided for in Section 1-17 of this Code, or as otherwise allowed by state law.

(10) Enforcement, Fees, Fines, and Penalties.

a. Violations of this Section shall be punished by a fine not to exceed $500.00 or by imprisonment in the county jail not to exceed 60 days or by both such fine and imprisonment, as provided for in Section 1-17 of this Code, or as otherwise allowed by state law.

b. The SRIA reserves the right to suspend any prior Commercial Master Lessee's or sublessee of a Commercial Master Lessee's approval, if there is a violation of this Section, public health, safety or general welfare, or for other good and sufficient cause as determined by the SRIA in its sole discretion, in addition to any other remedies available to the SRIA, including but not limited to lease termination for a default under the master lease between the SRIA and the Commercial Master Lessee.

c. Violations of Operating a DSMD System without SRIA approval shall be fined $250.00 per day for an initial offense, and $500.00 per day for any repeat offenses within thirty (30) days of the last offense by the same Commercial Master Lessee or sublessee of a Commercial Master Lessee. Each day of non-compliance shall constitute a separate offense.

d. The following fees, costs, and fines shall apply to Commercial Master Lessees or sublessees of a Commercial Master Lessee:

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Commercial Master Lessee or sublessee of a Commercial Master Lessee Fee	$500.00; non-refundable
One time per unit fee	$100.00 per unit; non-refundable
Removal or Relocation	$100.00 per device
Operating without SRIA approval	$250.00 per day; $500.00 per day for repeat offense

e. At the discretion of the SRIA Executive Director, a Commercial Master Lessee or sublessee of a Commercial Master Lessee is subject to a fleet size reduction or operation approval revocation should the following occur:

   1. If the violations of the regulations set forth in this Section are not addressed by the Commercial Master Lessee or its sublessee in a timely manner as defined under the master lease, as amended, between the SRIA and the Commercial Master Lessee; or
   2. Fifteen (15) unaddressed violations of the regulations set forth in this Section within a 30-day period; or
   3. Submission of inaccurate or fraudulent data by the Commercial Master Lessee or sublessee of a Commercial Master Lessee.

f. In the event of fines being assessed as specified herein or operation approval revocation, the SRIA or County shall provide written notice of the fines or revocation via certified mail informing the Commercial Master Lessee or sublessee of a Commercial Master Lessee of the violations, fines, or revocation.

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(11) Data Sharing.

a. All permitted Commercial Master Lessees or sublessees of a Commercial Master Lessee shall provide the County Administrator, or his or her designee, with the following data on a monthly basis in PDF format:

1. Number of DSMDs in circulation;
2. Number of daily, weekly, and monthly Customers;
3. Total number of miles traveled by Customers (daily, weekly, monthly, quarterly, and annually);
4. Average amount of time each DSMD is available (not in use);
5. Number of rides per Customer per day;
6. Number of rides per DSMD per day;
7. Duration of rides per Customer per day;
8. Average duration of Customer per day of the week;
9. Monthly summary of DSMD distribution and GPS-based natural movement in heat map format;
10. Summary of fleet numbers of DSMDs lost to theft and/or vandalism;
11. Summary of Customer comments and complaints, resolution to, and time required to resolve each complaint;
12. Summary of repairs per DSMD per month.

b. Such data shall be provided to the County Administrator, or his or her designee, within the first five (5) business days of each month. Failure to comply will result in a suspension of a Commercial Master Lessee's or sublessee of a Commercial Master Lessee's approval to operate DSMDs.

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(12) Indemnification and Insurance.

a. As a condition of Commercial Master Lessee or sublessee of a Commercial Master Lessee approval by the SRIA, the Commercial Master Lessee or sublessee of a Commercial Master Lessee agrees to indemnify, hold harmless, and defend the SRIA and the County, its representatives, employees, and elected and appointed officials, from and against all ADA accessibility claims and any and all liability, claims, damages, suits, losses, and expenses of any kind, including reasonable attorney's fees and costs for appeal, associated with or arising out of the use of right-of-way or county-owned property for DSMD operations, or arising from any negligent act, omission, or error of the Commercial Master Lessee or sublessee of a Commercial Master Lessee, its agents or employees, or from failure of the Commercial Master Lessee or sublessee of a Commercial Master Lessee, its agents, or employees, to comply with each and every requirement of this Ordinance, or with any other federal, state, or local traffic law or any combination of the same.

b. Prior to commencing DSMD operation on Pensacola Beach, the Commercial Master Lessee or sublessee of a Commercial Master Lessee shall provide and maintain such liability insurance, property damage insurance, and any other specified coverages in amounts and types as determined by the SRIA, necessary to protect the SRIA and the County, its representatives, employees, and elected and appointed officials, from all claims and damage to property or bodily injury, including death, which may arise from any aspect of DSMD operation.

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c. A Commercial Master Lessee or sublessee of a Commercial Master Lessee shall include language in an amendment to the master lease or in the sublease that requires, to the fullest extent permitted by law, the Customer to fully release, indemnify, and hold harmless the SRIA and the County.

d. The Commercial Master Lessee or sublessee of a Commercial Master Lessee shall provide proof of all required insurance prior to receiving SRIA approval to operate DSMDs.

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 the holding shall in no way affect the validity of the remaining portions of this Ordinance.

Section 3. Conflict with Other Ordinances and Codes. All ordinances or parts of ordinances of Escambia County in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 4. Inclusion in the Code. It is the intention of the Board of County Commissioners that the provisions of this ordinance shall be codified as required by Section 125.68, Florida Statutes, and the sections, subsections and other provisions of this ordinance may be renumbered or re-lettered and the word “ordinance” may be changed to “section,” “article,” or such other appropriate word or phrase in order to accomplish such intentions.

Section 5. Effective Date. This Ordinance shall become effective upon filing with the Department of State.

DONE AND ENACTED this ____ day of _____, 2020.

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

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_____
By: Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By:_____
Deputy Clerk

(SEAL)

ENACTED: _____

FILED WITH DEPARTMENT OF STATE: _____

EFFECTIVE: _____

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BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17754 **County Attorney's Report 12. 1.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/07/2020
Issue: Escambia County State of Local Emergency, Letters, Grants, Contracts and Agreements
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:

Recommendation Concerning Escambia County State of Local Emergency, Letters, Grants, Contracts and Agreements.

That the Board discuss and consider the following actions:

A. Ratification of Escambia County State of Local Emergency Resolution R2020-36, R2020-37, R2020-38 and R2020-39; and

B. Ratification of Letters to Senators and Representative regarding Naval Hospital Pensacola; and

C. Ratification of Small Business COVID-19 Recovery Grant; and

D. Ratification of Memorandum of Understanding for Sterilization Services; and

E. Ratification of Memorandum of Understanding for manufacturing Face Shields; and

F. Extension of Escambia County State of Local Emergency.

BACKGROUND:

Due to the COVID-19 pandemic and attendant federal and state declarations of emergency, the Board has continued under a state of local emergency pursuant to ch. 37 of the Escambia County Code of Ordinances and ch. 252, Fla. Stat. since March 16, 2020. During the state of local emergency, both the Chairman of the Board and the Administrator have executed documents related to the pandemic

response, including extending the state of local emergency. Those documents are reflected in items A. through E. of the recommendation. As Governor DeSantis' Executive Order 20-112 provides for a partial reopening of the state's economy, item F. would continue the state of local emergency through 1:59 p.m. on May 18, 2020.

BUDGETARY IMPACT:

N/A

LEGAL CONSIDERATIONS/SIGN-OFF:

All documents have been reviewed and approved by the County Attorney's Office.

PERSONNEL:

N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Local State of Emergency Resolutions
BCC Letters to Senators and Representative
Grant - Small Business COVID-19 Recovery
MOU - Sterilization Services
MOU - Face Shields
Extension of Local State of Emergency

RESOLUTION R2020-36
DECLARATION OF STATE OF LOCAL EMERGENCY

A RESOLUTION OF THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY RELATED TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19)

WHEREAS, the World Health Organization (WHO) raised its assessment of the Coronavirus Disease 2019 ("COVID-19") threat from high to very high and declared a public health emergency of international concern related to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has declared the potential public health threat posed by COVID-19 as "high", both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, Escambia County has a duty to take protective measures to support the public health and safety of the community; and

WHEREAS, the Chairman of the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the continued threat posed by COVID-19; and

WHEREAS, COVID-19 and infectious diseases have the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as to their real and personal property; and

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus; and

WHEREAS, previous States of Local Emergency were established by Resolutions R2020-24, R2020-25, R2020-26 and R2020-35 declaring a state of local emergency that shall expire at 1:59 p.m. on the 13th day of April 2020; and

WHEREAS, the Chairman of the Board of County Commissioners has been informed of risks facing Escambia County and considered whether or not to continue a state of local emergency.

NOW THEREFORE, pursuant to ch. 252, Fla. Stat., and Escambia County Code Section 37-35(a)(1), the Chairman of the Board of County Commissioners hereby resolves, finds, and declares:

1. The above recitals are true and are incorporated herein.

2. A state of local emergency hereby continues to exist in Escambia County, Florida, effective for seven (7) additional days beginning at 2:00 p.m., central daylight time, on the 13th day of April, 2020, and to expire at 1:59 p.m., central daylight time, on the 20th day of April, 2020.

3. The Chairman of the Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:

    a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.

    b. Entering into contracts.

    c. Incurring obligations.

    d. Employment of permanent and temporary workers.

    e. Utilization of volunteer workers.

    f. Rental of equipment.

    g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

    h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee, is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to

direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

5. The Comprehensive Emergency Management Plan (CEMP) is hereby activated.

6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or her designee, or until further action by the Board of County Commissioners, or until the Board terminates such authority or declares that the state of local emergency has ended.

7. This Resolution shall be transmitted to the Secretary of State upon adoption.

Adopted this 8th day of April, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

Date Executed
4/8/2020

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

SEAL

RESOLUTION R2020-37
DECLARATION OF STATE OF LOCAL EMERGENCY

A RESOLUTION OF THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY RELATED TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19)

WHEREAS, the World Health Organization (WHO) raised its assessment of the Coronavirus Disease 2019 ("COVID-19") threat from high to very high and declared a public health emergency of international concern related to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has declared the potential public health threat posed by COVID-19 as "high", both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, Escambia County has a duty to take protective measures to support the public health and safety of the community; and

WHEREAS, the Chairman of the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the continued threat posed by COVID-19; and

WHEREAS, COVID-19 and infectious diseases have the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as to their real and personal property; and

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus; and

WHEREAS, previous States of Local Emergency were established by Resolutions R2020-24, R2020-25, R2020-26, R2020-35 and R2020-36 declaring a state of local emergency that shall expire at 1:59 p.m. on the 20th day of April 2020; and

WHEREAS, the Chairman of the Board of County Commissioners has been informed of risks facing Escambia County and considered whether or not to continue a state of local emergency.

NOW THEREFORE, pursuant to ch. 252, Fla. Stat., and Escambia County Code Section 37-35(a)(1), the Chairman of the Board of County Commissioners hereby resolves, finds, and declares:

1. The above recitals are true and are incorporated herein.

2. A state of local emergency hereby continues to exist in Escambia County, Florida, effective for seven (7) additional days beginning at 2:00 p.m., central daylight time, on the ~~13th~~ 20th APR day of April, 2020, and to expire at 1:59 p.m., central daylight time, on the 27th day of April, 2020.

3. The Chairman of the Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:

   a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.

   b. Entering into contracts.

   c. Incurring obligations.

   d. Employment of permanent and temporary workers.

   e. Utilization of volunteer workers.

   f. Rental of equipment.

   g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

   h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee, is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to

direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

5. The Comprehensive Emergency Management Plan (CEMP) is hereby activated.

6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or her designee, or until further action by the Board of County Commissioners, or until the Board terminates such authority or declares that the state of local emergency has ended.

7. This Resolution shall be transmitted to the Secretary of State upon adoption.

Adopted this 15th day of April, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

THE BOARD OF COUNTY COMMISSIONERS SEAL ESCAMBIA CO. FL.

Date Executed
4/15/2020

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/14/2020

RESOLUTION R2020-38
DECLARATION OF STATE OF LOCAL EMERGENCY

A RESOLUTION OF THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY RELATED TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19)

WHEREAS, the World Health Organization (WHO) raised its assessment of the Coronavirus Disease 2019 ("COVID-19") threat from high to very high and declared a public health emergency of international concern related to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has declared the potential public health threat posed by COVID-19 as "high", both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, Escambia County has a duty to take protective measures to support the public health and safety of the community; and

WHEREAS, the Chairman of the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the continued threat posed by COVID-19; and

WHEREAS, COVID-19 and infectious diseases have the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as to their real and personal property; and

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus; and

WHEREAS, previous States of Local Emergency were established by Resolutions R2020-24, R2020-25, R2020-26, R2020-35, R2020-36 and R2020-37 declaring a state of local emergency that shall expire at 1:59 p.m. on the 27th day of April 2020; and

WHEREAS, the Chairman of the Board of County Commissioners has been informed of risks facing Escambia County and considered whether or not to continue a state of local emergency.

NOW THEREFORE, pursuant to ch. 252, Fla. Stat., and Escambia County Code Section 37-35(a)(1), the Chairman of the Board of County Commissioners hereby resolves, finds, and declares:

1. The above recitals are true and are incorporated herein.

2. A state of local emergency hereby continues to exist in Escambia County, Florida, effective for seven (7) additional days beginning at 2:00 p.m., central daylight time, on the 27th day of April, 2020, and to expire at 1:59 p.m., central daylight time, on the 4th day of May, 2020.

3. The Chairman of the Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:

    a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.

    b. Entering into contracts.

    c. Incurring obligations.

    d. Employment of permanent and temporary workers.

    e. Utilization of volunteer workers.

    f. Rental of equipment.

    g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

    h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee, is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to

direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

5. The Comprehensive Emergency Management Plan (CEMP) is hereby activated.

6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or her designee, or until further action by the Board of County Commissioners, or until the Board terminates such authority or declares that the state of local emergency has ended.

7. This Resolution shall be transmitted to the Secretary of State upon adoption.

Adopted this 22nd day of April, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

SEAL

Date Executed
4/22/2020

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/20/2020

RESOLUTION R2020-39
DECLARATION OF STATE OF LOCAL EMERGENCY

A RESOLUTION OF THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY RELATED TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19)

WHEREAS, the World Health Organization (WHO) raised its assessment of the Coronavirus Disease 2019 ("COVID-19") threat from high to very high and declared a public health emergency of international concern related to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has declared the potential public health threat posed by COVID-19 as "high", both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, Escambia County has a duty to take protective measures to support the public health and safety of the community; and

WHEREAS, the Chairman of the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the continued threat posed by COVID-19; and

WHEREAS, COVID-19 and infectious diseases have the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as to their real and personal property; and

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus; and

WHEREAS, previous States of Local Emergency were established by Resolutions R2020-24, R2020-25, R2020-26, R2020-35, R2020-36, R2020-37 and R2020-38 declaring a state of local emergency that shall expire at 1:59 p.m. on the 4th day of May 2020; and

WHEREAS, the Chairman of the Board of County Commissioners has been informed of risks facing Escambia County and considered whether or not to continue a state of local emergency.

NOW THEREFORE, pursuant to ch. 252, Fla. Stat., and Escambia County Code Section 37-35(a)(1), the Chairman of the Board of County Commissioners hereby resolves, finds, and declares:

1. The above recitals are true and are incorporated herein.

2. A state of local emergency hereby continues to exist in Escambia County, Florida, effective for seven (7) additional days beginning at 2:00 p.m., central daylight time, on the 4th day of May, 2020, and to expire at 1:59 p.m., central daylight time, on the 11th day of May, 2020.

3. The Chairman of the Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:

    a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.

    b. Entering into contracts.

    c. Incurring obligations.

    d. Employment of permanent and temporary workers.

    e. Utilization of volunteer workers.

    f. Rental of equipment.

    g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

    h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee, is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to

direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

5. The Comprehensive Emergency Management Plan (CEMP) is hereby activated.

6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or her designee, or until further action by the Board of County Commissioners, or until the Board terminates such authority or declares that the state of local emergency has ended.

7. This Resolution shall be transmitted to the Secretary of State upon adoption.

Adopted this 28th day of April, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

Date Executed
4/28/2020

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

SEAL

Approved as to form and legal sufficiency.

By/Title: _____
Date: 4/28/2020

BOARD OF COUNTY COMMISSIONERS
ESCAMBIA COUNTY, FLORIDA

Jeff Bergosh
District One

Douglas B. Underhill
District Two

Lumon May
District Three

Robert D. Bender
District Four

Steven Barry
District Five

221 Palafox Place, Suite 400
P. O. Box 1591
Pensacola, Florida 32591-1591

Telephone (850) 595-4902
Telefax (850) 595-4908

The Honorable Matt Gaetz
226 Palafox Place, Suite 600
Pensacola, FL 32502

April 9, 2020

Dear Representative Gaetz,

On behalf of the Escambia County Board of County Commissioners, please know that we are working to put in place a COVID-19 plan that will both protect the citizens of Northwest Florida and serve to further the nation's military mission. To this end, Escambia County leadership is coordinating with the City of Pensacola, the US Navy and our local civilian hospitals to include Baptist Health Care, Ascension Sacred Heart Hospital and West Florida Healthcare. All parties are concerned about the prospect of the local health care capacity being pushed beyond its limits.

To address this concern, we propose and support a plan to capitalize on the underutilization of the Naval Hospital Pensacola, by designating that in the event of capacity issues at our civilian hospitals, Naval Hospital Pensacola would become the Non-COVID hospital for this area. The three civilian hospitals would then concentrate on treatment of COVID positive cases. It is understood that as part of this plan, there may be need for sharing of personnel, PPE and other supplies as well as space between and among these facilities.

Our request of you is to ask that you please support this contingency plan to utilize the Pensacola Naval Hospital and further, that you make the request that this plan be supported through the appropriate federal government channels to allow for this arrangement to be approved by FEMA should the need arise.

We are thankful that we are not in immediate need to utilize this plan, but as the circumstances are rapidly evolving, please take steps to allow for the appropriate authorization.

If you have additional questions, please contact our Administrator at 850-595-4947.

Sincerely,

Steven Barry,
Chairman, Escambia County Board of County Commissioners

UNIVERSITY of WEST FLORIDA | UWF Foundation, Inc.

THE UNIVERSITY OF WEST FLORIDA FOUNDATION, INC.

Escambia County, FL Small Business COVID-19 Recovery Grant Fund
GIFT AGREEMENT
April 9, 2020

Escambia County, a political subdivision of the State of Florida ("Donor"), requests that the University of West Florida Foundation, Inc. ("Foundation"), use the funds as outlined below. This gift and any future contributions to this fund are to be held by the University of West Florida Foundation, Inc., and administered in accordance with Foundation policies (see www.uwf.edu/foundation) with a total administrative fee of 3% for each gift to the fund. The fund will be administered under the following guidelines:

1. The name of the fund is the **Escambia County, Florida Small Business COVID-19 Recovery Grant Fund.**

2. The manager of the fund is the University of West Florida Foundation, Inc.

3. The fund will provide funding to the UWF Small Business Development Center to provide financial support to small businesses within Escambia County, Florida that have been financially impacted by the Covid-19 emergency and that could benefit from grants to assist with financial recovery. This financial support would include direct grant funds in the range of $2,500.00 per business based on SBDC criteria.

4. The Donor or others may from time to time make additional gifts which shall be added to the principal of the fund. Such additional gifts shall be subject to the terms of this agreement.

5. An annual report will be prepared by Foundation officials and mailed to the Donor representative, if requested. Also, a representative from the Office of Development will be available to meet, annually or as needed, with Escambia County representatives to review additional details of the fund.

6. In the unlikely event the needs outlined above in #3 should cease to exist, the Foundation shall return to Escambia County all funds not awarded, minus the administrative fee.

7. The fund will bear the name **Escambia County, Florida Small Business COVID-19 Recovery Grant Fund** for as long as the fund is in existence.

The Foundation and the Donor have signed on the dates shown below.

Escambia County, Florida

By Janice Gilley
Its County Administrator

Date 4-9-20

Witness: _____

Witness: _____

Approved as to form and legal sufficiency.

By/Title: for County Attorney

Date: 4/9/20

University of West Florida Foundation, Inc.

By Howard J. Reddy
Its Vice President, University Advancement and President, University of West Florida Foundation, Inc.

Date 4/9/2020

For information contact:
UWF Foundation, Inc.
11000 University Parkway
Pensacola, Florida 32514
850-474-3118

RCZ

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MEMORANDUM OF UNDERSTANDING
FOR
STERILIZATION SERVICES

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into as of the date of the last signature below ("Effective Date") by and between Baptist Hospital, Inc. ("Donor) and Escambia County Board of County Commissioners ("Donee").

WHEREAS, as a result of the global pandemic caused by COVID-19, the need for N95 face masks ("PPE") has outpaced the supply available to health care organizations and first responders; and

WHEREAS, the Donee has a shortage of PPE and desires the services of Donor to sterilize the PPE for re-use by Donee's workforce; and

WHEREAS, Donor is not in the business of sterilizing PPE for third party or commercial use outside of its own workforce; does not maintain product liability, general liability, or other liability insurance for such a process; does not hold itself out to the public as being in the sterilization business; and does not seek to make a profit from the sterilization of PPE; and

WHEREAS, in response to Donee's request, and solely for the purpose of helping Donee save lives during the COVID-19 pandemic when PPE is unavailable, Donor is willing to utilize its internal UV sterilization process and equipment to sterilize PPE for Donee's use (the "Sterilization Services") at no charge, provided that Donee agrees to the terms of this MOU.

NOW, THEREFORE, in consideration of the foregoing recitals, and intending to be legally bound, the Parties to this MOU agree as follows:

1. Obligations of Donor. Subject to the terms of this MOU, Donor agrees to accept Donee's used PPE; treat it in accordance with Donor's internal UV sterilization process; and return it to Donee.

2. Obligations of Donee. In consideration for the receipt of Donor's Sterilization Services:

    2.1. Donee understands, acknowledges and agrees that Donor is not, pursuant to this MOU or its performance of the Sterilization Services, assuming responsibility for any aspect of Donee's use, attempted use, or non-use of the PPE.

    2.2. Donee assumes sole and exclusive responsibility for all aspects of Donee's use, attempted use, or non-use of the PPE sterilized by Donor.

    2.3. Donee acknowledges and agrees that Donor has not and will not be providing Donee with any medical advice or advice regarding the use of the PPE. Donee acknowledges that the Sterilization Services utilized by Donor have not been reviewed, approved or cleared by the FDA, CDC, or any regulatory body. Donee acknowledges and agrees that it is receiving the Sterilization Services for its own use only and not for resale to any third party.

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2.4. Donee is fully aware of, and assumes, the potential risks involved and potential hazards connected with its workforce's use of the PPE after receiving the Sterilization Services, including without limitation the risk that the Sterilization Services may not be as effective as utilizing new PPE and that the Sterilization Services may degrade the effectiveness of the PPE. Donee hereby elects to voluntarily receive and accept the Sterilization Services with the full knowledge of these risks and hazards, and agrees that any obligation to disclose these risks to the users of the PPE is the sole obligation of Donee and not Donor.

2.5. Donee agrees to abide by all applicable federal, state and local laws, ordinances regulations and policies related to the use of the PPE or any other obligations hereunder.

2.6. Donee agrees that it is responsible for any injuries to persons or property which may be incurred in connection with the use of PPE treated by the Sterilization Services.

3. Release. In consideration for receiving the Sterilization Services from Donor, Donee hereby releases Donor, its affiliates, and their employees, agents, and directors (the "Released Parties"), from all actions, causes of actions, damages, claims or demands which Donee or its successors, administrators, employees, contractors, or assigns may have against any or all of the Released Parties for any and all claims arising out of or related to this MOU or the Sterilization Services, including but not limited to, personal injuries or damage to any property or disruption of any business, known or unknown. This release is effective whether or not such a claim was foreseeable to Donor and whether or not such claim was the result of negligence, gross negligence, or intentional or reckless behavior on the part of Donor.

4. Indemnification. Donee hereby agrees to indemnify, defend and hold harmless the Released Parties from any actual loss, liability, damage or cost (collectively referred to as a "Claim") arising from, or in connection with, the Sterilization Services received by Donee pursuant to this MOU. Donee expressly agrees that the foregoing release and indemnification is intended to be as broad and inclusive as its terms provide, to the extent permitted by the law of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The foregoing obligations of Donee are applicable to the Released Parties only and do not give any rights to third parties.

5. **DISCLAIMER OF WARRANTY**: THE STERILIZATION SERVICES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. DONOR MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE QUALITY, NATURE, CONDITION, OR EFFECTIVENESS OF THE STERILIZATION SERVICES. DONEE FREELY AND VOLUNTARILY RECEIVES, ACCEPTS AND EXPRESSLY ASSUMES ALL RISKS, DANGERS, HAZARDS THAT MAY ARISE FROM THE STERILIZATION SERVICES AND/OR ANY ACTIVITIES THAT COULD RESULT IN PERSONAL INJURY, LOSS OF LIFE AND/OR PROPERTY DAMAGE.

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6. Third Parties. Donor is not liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third-party beneficiaries to this MOU.

7. Governing Law and Venue. This MOU is governed by the laws of the State of Florida, without regard to its conflicts of law principles. Exclusive venue of any actions shall be in the state courts of Escambia County, Florida where the Sterilization Services are being provided.

8. Voluntary Agreement. This MOU contains important legal commitments, releases and waivers. By signing below, the signatories acknowledge that they fully understand the terms of this MOU and are entering into it knowingly and voluntarily. This MOU shall not be construed against either party as the drafter.

9. Term, Termination, Suspension, and Notice. This MOU shall be effective as of the Effective Date and thereafter for a period of one (1) year. Either Party may terminate this MOU with or without cause upon no less than seven (7) days written notice to the other. Notice shall be provided via electronic mail to the addresses set forth in the signature blocks below. Notwithstanding anything herein to the contrary, Donee acknowledges that the Sterilization Services may become unavailable to it as a result of high volume, equipment failure, or other circumstances that would make the Sterilization Services too disruptive to the operations of Donor. In such circumstances, Donor may suspend the Sterilization Services without prior notice to Donee for such period of time as deemed necessary by Donor.

10. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the MOU shall designate any of the employees or agents of one party as employees or agents of the other.

In consideration of the foregoing, the mutual promises herein made and exchanged, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, through their duly authorized representatives, hereby agree to the terms of this MOU.

BAPTIST HOSPITAL, INC.

By: DocuSigned by: John Porter 160546070182479...

Name: John Porter

Title: VP

Date: 4/9/2020

Email: jporter@bhcpns.org

With a copy to: contractreview@bhcpns.org

ESCAMBIA COUNTY BOARD OF COUNTY COMMISSIONERS

By: DocuSigned by: Janice P. Gilley 76D26B4BAE814F8...

Name: Janice P. Gilley

Title: County Administrator

Date: 4/9/2020

Email: jpgilley@myescambia.com

UNIVERSITY OF WEST FLORIDA BUSINESS ENTERPRISES, INC.
AND ESCAMBIA COUNTY, FLORIDA
MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the "MOU") is made and entered into by and between the University of West Florida Business Enterprises, Inc. (the "UWF BEI", a direct support organization of the University of West Florida Board of Trustees) and Escambia County, a political subdivision of the State of Florida ("Donee"). UWF BEI and Donee are each referred to herein as a "Party" and collectively as the "Parties".

WHEREAS, as a result of the global pandemic caused by coronavirus disease 2019 ("COVID-19"), the need for certain medical devices and medical supplies, including face shields and other personal protective equipment ("PPE"), has outpaced the supply available to health care organizations because of the high demand and overall interruptions to the global supply chain;

WHEREAS, the Food and Drug Administration ("FDA") and the Centers for Disease Control and Prevention have recognized an ongoing national shortage of medical supplies, and have determined that various technologies and organizations not typically involved in the manufacture of medical devices may be deployed to assist in meeting demand for certain essential products during the COVID-19 pandemic when conventional products are unavailable or when traditional manufacturers cannot meet demand;

WHEREAS, the Donee has a shortage of face shields and has requested that UWF BEI manufacture disposable acrylic face shields (the "Face Shields") for use in its clinical setting by its healthcare providers;

WHEREAS, the UWF BEI has access to certain fabrication instruments that can be re-purposed to produce the Face Shields; however, the UWF BEI does not presently and has not previously manufactured PPE or other medical devices including Face Shields, does not maintain product liability insurance for such devices, is not in and does not hold itself out to the public as being in the manufacturing business, and does not seek to make a profit from the production of Face Shields;

WHEREAS, in response to Donee's request, and solely for the purpose of helping Donee save lives during the COVID-19 pandemic when conventional face shields and other PPE are unavailable, the UWF BEI is willing to re-purpose the fabrication instruments to manufacture an agreed-upon number of Face Shields and provide such Face Shields to Donee at no charge, provided that Donee agrees to the terms of this MOU and the attached UWF BEI Addendum ("Addendum"), the terms of which are incorporated herein by reference; and

WHEREAS, UWF BEI is donating the Face Shields to selected donees and Donee wishes to receive the Face Shields donated by UWF BEI; and

WHEREAS, UWF BEI requires all donees to enter into this Agreement as a condition of receiving donated Face Shields

NOW, THEREFORE, in consideration of the foregoing recitals, and intending to be legally bound, the Parties to this MOU agree as follows:

1. Obligations of UWF BEI. Subject to the terms of this MOU and the Addendum, the UWF BEI agrees to donate Face Shields to Donee, without cost, to the extent feasible in light of the fact that the current emergency may result in a Force Majeure event limiting the UWF BEI's ability to produce the agreed upon number of Face Shields. Upon the parties' determination of the number of Face Shields to be produced, the UWF BEI shall issue Donee a written acknowledgment. The UWF BEI may issue Donee multiple written acknowledgments as requested by Donee.

2. Obligations of Donee. In consideration for the receipt of an agreed-upon number of Face Shields:

2.1 Donee understands, acknowledges and agrees that UWF BEI is not, pursuant to this MOU or its production of Face Shields, assuming responsibility for any aspect of Donee's use, attempted use, or non-use of the Face Shields.

2.3 Donee assumes sole and exclusive responsibility for all aspects of Donee's use, attempted use, or non-use of the Face Shields.

2.4 Donee acknowledges and agrees that UWF BEI has not and will not be providing Donee with any medical advice or advice regarding the use of the Face Shields. Donee acknowledges that the Face Shields have not been reviewed, approved or cleared by the FDA as medical devices. Donee acknowledges and agrees that the Face Shields are only to be used by trained healthcare workers when utilizing other FDA-cleared or approved PPE (if available) such as N-95 respirators, and only when FDA-cleared or approved face shields are unavailable. Donee agrees to inform each of its employees of the foregoing use restrictions prior to distributing any Face Shield to any employee. Donee acknowledges and agrees that it is receiving the Face Shields for its own use only and not for resale to any third party.

2.5 Donee is fully aware of, and assumes, the potential risks involved and potential hazards connected with its employees' use of the Face Shields, including without limitation the risk that employees wearing the Face Shield may be exposed to the coronavirus or other pathogens. Donee hereby elects to voluntarily receive and accept the Face Shields with the full knowledge of these risks and hazards, and to disclose these risks and hazards to its employees prior to any use of the Face Shields.

2.6 Donee acknowledges and agrees to convey to the users of the Face Shields the instructions, warnings, disclaimers and other information provided on, with, or alongside the Face Shields.

3. Release. In consideration for receiving the Face Shields from the UWF BEI, Donee hereby releases the State of Florida, the University of West Florida Board of Trustees and the UWF BEI, as well as their officers, directors, agents, and employees (the "Released Parties"), from all actions, causes of actions, damages, claims or demands which Donee or its successors, administrators, or assigns may have against any or all of the Released Parties for any and all personal injuries or damage to any property or disruption of any business, known or unknown, which Donee has or may incur by use of the Face Shields. Donee is responsible for any injuries to persons or property which may be incurred in connection with the Face Shields.

4. Indemnification. To the extent permitted by law and subject to the limitations provided in §768.28, Florida Statutes, Donee hereby agrees to indemnify, defend and hold harmless the Released Parties

from any actual loss, liability, damage or cost (collectively referred to as a "Claim") arising from, or in connection with, the Face Shields received by Donee pursuant to this MOU. Donee expressly agrees that the foregoing release and indemnification is intended to be as broad and inclusive as its terms provide, to the extent permitted by the law of the State of Florida, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. The foregoing obligations of Donee are applicable to the Released Parties only and do not give any rights to third parties. Nothing herein is intended to serve as a waiver of sovereign immunity by either party beyond the waiver provided by §768.28, Florida Statutes, and nothing herein shall be construed as consent by either party to be sued by third parties in any matter arising out of this Agreement.

5. **DISCLAIMER OF WARRANTY**: THE FACE SHIELDS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE UNIVERSITY MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE QUALITY, NATURE, CONDITION, OR COMPOSITION OF THE FACE SHIELDS. DONEE FREELY AND VOLUNTARILY RECEIVES, ACCEPTS AND EXPRESSLY ASSUMES ALL RISKS, DANGERS, HAZARDS THAT MAY ARISE FROM THE FACE SHIELDS AND/OR ANY ACTIVITIES THAT COULD RESULT IN PERSONAL INJURY, LOSS OF LIFE AND/OR PROPERTY DAMAGE.

6. Governing Law and Venue. This MOU is governed by the laws of the State of Florida, without regard to its conflicts of law principles. Exclusive venue of any actions shall be in the state courts of Escambia County, Florida. The University is entitled to the full benefits of sovereign immunity.

7. Voluntary Agreement. This MOU contains important legal commitments, releases and waivers. By signing below, the signatories acknowledge that they fully understand the terms of this MOU and are entering into it knowingly and voluntarily. This MOU shall not be construed against either Party as the drafter.

(intentionally left blank)

In consideration of the foregoing, the mutual promises herein made and exchanged, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, through their duly authorized representatives, hereby agree to the terms of this MOU.

ESCAMBIA COUNTY, FLORIDA

By: Janice P Gilley

Name: Janice P. Gilley

Title: County Administrator

Date: 4-20-20

BCC Approved: _____

UNIVERSITY OF WEST FLORIDA BUSINESS ENTERPRISES, INC.

By: _____

Name: Dr. Ed Ranelli

Title: Chief Executive Officer

Date: _____

Approved as to form and legal sufficiency.

By/Title:

Date: 4/16/2020

UNIVERSITY OF WEST FLORIDA BUSINESS ENTERPRISES, INC.

1. Incorporation by Reference. The University of West Florida Business Enterprises, Inc. ("UWF BEI") and the undersigned ("Donee") hereby incorporate this Supplemental Addendum ("Addendum") into the Memorandum of Understanding between UWF BEI and Donee (the "Agreement") dated of even date herewith.

2. Purpose. The purpose of this Addendum is as described in the Agreement.

3. Relationship of the Parties. Each of the parties is an independent contractor and nothing in the Agreement shall designate any of the employees or agents of one party as employees or agents of the other. Donee is not authorized to bind UWF BEI to any contracts or other obligations.

4. Confidentiality. To the extent Donee has access to UWF BEI information (e.g., financial, business, strategic, health or student records), Donee agrees to maintain the confidentiality of such information and shall not disclose, discuss, or divulge any such information other than as directly and expressly required to fulfill Donee's obligations under the Agreement or as other required by law.

5. Public Records. UWF BEI is subject to Chapter 119 of Florida Statutes, known as the Public Records Law, under certain circumstances. The Agreement, this Addendum and any related documents and/or correspondence shall also become a public record subject to the Public Records Law if required by law, regardless of any confidentiality provision outlined in the Agreement. UWF BEI may unilaterally cancel the Agreement for Donee's refusal to allow public access to public records related to the Agreement. Additionally, Donee shall comply with all applicable requirements of the Public Records Laws, particularly if Donee is a "Contractor" as defined under § 119.0701, F.S. This provision shall survive the expiration or termination of the Agreement. The parties do not anticipate that Donee is a "Contractor" of UWF BEI under the foregoing statute.

6. Work Product. All right, title and interest in and to any invention, work product, idea or creation conceived, developed or produced during the provision of goods/services/benefits under the Agreement (including, but not limited to writing, copyrights, trademarks, creative, copy, scripts, story boards, art, music, software and documentation, ideas, charts, graphics, plans, proposals, business systems or ideas, and research projects) if created by UWF BEI shall be property of UWF BEI, or if created jointly with the Donee shall be owned jointly by the Parties. This provision shall survive the expiration or earlier termination of the Agreement. If appropriate, UWF BEI may offer Donee a license to use the Work Product, such terms to be mutually agreed to by the parties.

7. LIMITATION OF LIABILITY. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE TO THE ALLOCATION OF RISK SET FORTH HEREIN.

8. Compliance. Donee agrees to abide by all applicable federal, state, local and UWF BEI laws, ordinances regulations and policies, specifically including without limitation those pertaining to the privacy and use of student records, health information, and other UWF BEI data.

9. Publicity. Donee shall not make any announcements relating to the Agreement, nor shall Donee use UWF BEI's name, trademarks, logos or marks, without the prior written approval from UWF BEI in each instance.

10. Insurance. UWF BEI, as a public body corporate and direct support organization, warrants and represents that it is self-funded for general liability insurance, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UWF BEI. Any provision requiring UWF BEI to provide or acquire insurance coverage other than such self-insurance shall not be effective.

11. Force Majeure. If, as a result of an act of force majeure, including without limitation, an act of God, war, riot, labor dispute, strike or threat thereof, intervention of a governmental agency, pandemic, or the occurrence beyond the control of either party, the obligations of this Agreement cannot be carried out, then either party, upon notifying the other, shall have the right to suspend performance until the event of force majeure has passed. If UWF BEI intends to invoke this provision, it shall immediately notify Donee.

12. Third Parties. Neither party shall be liable for the acts of third parties or the consequences of the acts of third parties. There shall be no third-party beneficiary to the Agreement.

13. Conflicts. Donee represents that it is aware of the requirements of Chapter 112, Florida Statutes and, to the best of its knowledge, in compliance with the requirements thereof, and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. Violation of this section shall be grounds for termination of the Agreement.

14. Termination. Upon giving at least thirty (30) days' written notice to Donee, UWF BEI may terminate the Agreement without penalty.

15. Notices. All notices required to be given under the Agreement shall be sent by certified mail to: University of West Florida Business Enterprises, Inc., Attn: Dr. Ed Ranelli, Bldg. 10, 11000 University Parkway, Pensacola, Florida 32514.

16. Deletion. Any term and/or condition in the Agreement on the following subject matters are hereby deleted in their entirety and declared null and void: (a) Grants of exclusivity by UWF BEI to Donee; (b) Restrictions on the hiring of Donee's employees; (c) UWF BEI's responsibility to pay intangible taxes, property taxes, or sales taxes; (d) Automatic renewals of the term of the Agreement; (e) Limitation of time to bring suit; (f) that UWF BEI performs reporting functions and/or maintains certain types of operations (g) Granting Donee any right to audit UWF BEI; (h) Attorneys' or collection fees provisions; (i) Arbitration and mediation clauses; and (j) Indemnification of Donee by UWF BEI.

17. Assignment. Donee may not, without the advance written approval of UWF BEI, not to be unreasonably withheld, assign any right or duties under the Agreement, or transfer, pledge, surrender or otherwise encumber its interest in any portion of the Agreement. Any assignment made without UWF BEI's consent shall be, at UWF BEI's option, null and void. No subcontracting or delegation shall in any event relieve Donee of any obligation or liability under the Agreement.

18. Entire Agreement. In the event of inconsistency between the Agreement and this Addendum, the Agreement will govern. This Addendum and the Agreement embody the entire agreement of the parties, and there are no other representations, promises, agreements, conditions or understandings, either oral or written, between UWF BEI and Donee other than are set forth therein. Any renewals, amendments, alterations or modifications to the Agreement must be signed or initialed and approved by all signatories of the Agreement. To be clear, the Agreement shall not auto-renew and must be upon the written agreement of the parties.

19. Signatures. The parties represent and warrant that any person signing the Agreement has the authority to do so and that such signature shall be sufficient to bind Donee. The Agreement may be signed electronically and shall be considered signed if/when a party's signature is delivered by facsimile or e-mail transmission of a ".pdf" format date file, including via DocuSign. Such signature shall be treated in all respects as having the same force and effect as an original signature.

By signing below, Donee's authorized representative agrees to incorporate this Addendum into the Agreement, and hereby executes this Addendum as of the date set forth below.

DONEE: ESCAMBIA COUNTY, FLORIDA

By: Janice P Gilley

Name: Janice P. Gilley

Title: County Administrator

Date: 4-20-20

Approved as to form and legal sufficiency.

By/Title:

Date: 4/16/2020

RESOLUTION R2020-_____
DECLARATION OF STATE OF LOCAL EMERGENCY

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA, EXTENDING THE DECLARATION OF A STATE OF LOCAL EMERGENCY RELATED TO THE NOVEL CORONAVIRUS DISEASE 2019 (COVID-19)

WHEREAS, the World Health Organization (WHO) raised its assessment of the Coronavirus Disease 2019 ("COVID-19") threat from high to very high and declared a public health emergency of international concern related to COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention has declared the potential public health threat posed by COVID-19 as "high", both in the United States and throughout the world; and

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 declaring that appropriate measures to control the spread of COVID-19 in the State of Florida are necessary and, therefore, directed that a Public Health Emergency be declared in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a State of Emergency in the State of Florida regarding the COVID-19 pandemic; and

WHEREAS, Escambia County has a duty to take protective measures to support the public health and safety of the community; and

WHEREAS, the Board of County Commissioners of Escambia County has been informed by its emergency management staff of the continued threat posed by COVID-19; and

WHEREAS, COVID-19 and infectious diseases have the capacity to pose a significant, imminent, and dangerous threat to the health, safety, and welfare of the inhabitants of Escambia County, Florida, visitors and tourists in Escambia County, Florida, as well as to their real and personal property; and

WHEREAS, the COVID-19 virus has the propensity to attach to surfaces for prolonged periods of time, thus causing property damage and continuing the spread of the virus; and

WHEREAS, previous States of Local Emergency were established by Resolutions R2020-24, R2020-25, R2020-26, R2020-35, R2020-36, R2020-37, R2020-38 and R2020-39 declaring a state of local emergency that shall expire at 1:59 p.m. on the 11th day of May 2020; and

WHEREAS, the Board of County Commissioners has been informed of risks facing Escambia County and considered whether or not to continue a state of local emergency.

NOW THEREFORE, pursuant to ch. 252, Fla. Stat., and Escambia County Code Section 37-35(a)(1), the Board of County Commissioners hereby resolves, finds, and declares:

1. The above recitals are true and are incorporated herein.

2. A state of local emergency hereby continues to exist in Escambia County, Florida, effective for seven (7) additional days beginning at 2:00 p.m., central daylight time, on the 11th day of May, 2020, and to expire at 1:59 p.m., central daylight time, on the 18th day of May, 2020.

3. The Board of County Commissioners, hereby waives the procedures and formalities otherwise required of Escambia County pertaining to:

   a. Performance of public work and taking whatever prudent action is necessary to insure the health, safety, and welfare of the community.

   b. Entering into contracts.

   c. Incurring obligations.

   d. Employment of permanent and temporary workers.

   e. Utilization of volunteer workers.

   f. Rental of equipment.

   g. Acquisition and distribution, with or without compensation, of supplies, materials, and facilities.

   h. Appropriation and expenditure of public funds.

4. The County Administrator, or her designee, is hereby empowered, authorized, and directed to exercise, on behalf of the Board of County Commissioners, such emergency powers necessary to carry out the provisions of Chapter 252, Florida Statutes, including, but not limited to, the powers to

direct and compel evacuation of all or part of the population from stricken or threatened areas within the County, if such action is deemed necessary to reduce the vulnerability of people in communities of Escambia County to damage, injury, and loss of life and property resulting from the imminent threat, as well as any other powers expressly or implicitly conferred pursuant to Chapters 125 and 252, Florida Statutes, and any other provision of law or county ordinance.

5. The Comprehensive Emergency Management Plan (CEMP) is hereby activated.

6. This authority shall extend only for the period of the state of local emergency, as determined by the County Administrator or her designee, or until further action by the Board of County Commissioners, or until the Board terminates such authority or declares that the state of local emergency has ended.

7. This Resolution shall be transmitted to the Secretary of State upon adoption.

Adopted this _____ day of May, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

(SEAL)

Approved as to form and legal sufficiency.
By/Title:
Date: 5/1/2020

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17866 **County Attorney's Report 12. 2.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/07/2020
Issue: TDT Late Penalty and Interest Amnesty Resolution
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning TDT Late Penalty and Interest Amnesty Resolution.

That the Board approve the attached resolution granting amnesty from payment of late penalty and interest associated with delinquent Tourist Development Tax returns due on April 20, 2020 (for March 2020 tax collections). This amnesty period shall run from April 20, 2020 until April 30, 2020.

BACKGROUND:
Ordinance 2005-01, allows for the Board of County Commissioners to declare by resolution a general financial amnesty on late penalties and interest charges for dealers and other persons responsible for remitting tax payments to the County under this article. The impact of COVID-19 may prevent transient rental businesses from being able to timely file tourist development tax returns. While not eliminating the requirement to collect and remit tourist tax, the attached resolution will provide relief to businesses not able to comply with filing requirements timely due to the Pandemic.

BUDGETARY IMPACT:
The potential revenue to be lost from late penalty and interest will be minimal.

LEGAL CONSIDERATIONS/SIGN-OFF:
The Resolution was reviewed by the County Attorney's Office.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Resolution

RESOLUTION R2020-

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ESCAMBIA COUNTY, FLORIDA EXTENDING THE DUE DATE FOR REMITTANCE OF TOURIST DEVELOPMENT TAX; GRANTING WAIVER FROM PENALTIES AND INTEREST FOR THE LATE PAYMENT OF TOURIST DEVELOPMENT TAXES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of the State of Florida are authorized under Section 125.0104, Florida Statutes to levy a Tourist Development Tax on Short Term Renters of living quarters or accommodations of six months or less and

WHEREAS, pursuant to that authority, the Board of County Commissioners of Escambia County has levied such a tax in the County, which is now codified at Chapter 90, Article II, Division 2, Sections 90-51 through 90-64 of the Escambia County Code of Ordinances: and

WHEREAS, it is the duty of any person in the County collecting such tax to remit it in a timely manner to the Clerk of the Circuit Court and Comptroller of Escambia County or face certain financial penalties and interest on the late payments made to the County; and

WHEREAS, on March 9, 2020, the Governor of the State of Florida, Ron DeSantis, issued Executive Order 20-52 declaring a state of emergency for the entire State of Florida as a result of COVID-19; and

WHEREAS, on March 13, 2020, President Donald J. Truman declared the COVID-19 outbreak constituted a national emergency beginning March 1, 2020; and

WHEREAS, on March 16, 2020, Governor Ron DeSantis, directed the Florida Department of Revenue to provide flexibility on the deadlines of taxes due such as Sales and Use Tax (SUT) to assist businesses that are adversely affected from the COVID-19 mitigation measures

WHEREAS, on March 26, 2020, the Florida Department of Revenue, issued Order of Emergency Waiver/Deviation (Order # 20-52-DOR-002) extending the due date for taxpayers to remit Tourist Development Tax for the February and March 2020 reporting periods.

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

Section 1. The due date for the remittance of Tourist Development Tax collected in March 2020 shall be extended ten (10) days from April 20, 2020 to April 30, 2020.

Section 2. Any penalties and interest incurred from the failure to remit and report Tourist Development Tax collected in March 2020 by April 20, 2020 shall be waived if the taxpayer remitted such payment to the Clerk of the Circuit Court by April 30, 2020.

Section 3. This Resolution shall take effect immediately upon its adoption by the Board of County Commissioners.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk

Approved as to form and legal sufficiency.

By/Title: _____
Date: 5/1/2020

Adopted:

(SEAL)

BOARD OF COUNTY COMMISSIONERS
Escambia County, Florida

AI-17872 **County Attorney's Report 12. 3.**
BCC Regular Meeting **Discussion**
Meeting Date: 05/07/2020
Issue: Extension of Escambia County Emergency Order Related to Tolling Permits
From: ALISON ROGERS, County Attorney
Organization: County Attorney's Office
CAO Approval:

RECOMMENDATION:
Recommendation Concerning Extension of Escambia County Emergency Order Related to Tolling Permits.

That the Board discuss extending the Escambia County Emergency Order related to tolling permits.

BACKGROUND:
On March 20, 2020 the Board voted to enact Emergency Order 20-2 that provided for the tolling of County permits due to the concerns and complications raised by the COVID-19 pandemic. The affected permits includes but is not limited to building permits, solid waste facility permits and development orders. Due to Governor's Executive Order 20-112 as well as the economic uncertainty facing our community, the Board may wish to continue to toll County permits and, if so, for a period of time as determined by the Board.

BUDGETARY IMPACT:
N/A

LEGAL CONSIDERATIONS/SIGN-OFF:
The County Attorney's Office has reviewed the Emergency Order.

PERSONNEL:
N/A

POLICY/REQUIREMENT FOR BOARD ACTION:

N/A

IMPLEMENTATION/COORDINATION:

N/A

Attachments

Tolling Permits Emergency Order

EMERGENCY ORDER EO 20-____

TOLLING THE EXPIRATION DATE OF COUNTY ISSUED PERMITS, LAND USE APPROVALS, AND DEVELOPMENT ORDERS

WHEREAS, on March 1, 2020, Governor Ron DeSantis issued Executive Order 20-51 directing the State Health Officer and Surgeon General to declare a Public Health Emergency due to the discovery of COVID-19 in the State of Florida; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order 20-52 declaring a state of emergency for the State of Florida; and

WHEREAS, on March 13, 2020, President Donald J. Trump declared a state of emergency for the United States of America effective March 1, 2020; and

WHEREAS, pursuant to Section 252.38, Florida Statutes, political subdivisions are authorized to declare and enact a local state of emergency for a period of up to seven days, thereby waiving the procedures and formalities otherwise required by law; and

WHEREAS, pursuant to Section 252.38, Florida Statutes, and Section 37-35, Escambia County Code, the Chairman of the Board of County Commissioners declared a state of local emergency for Escambia County by Resolution R2020-24, effective as of 2:00 p.m. on March 16, 2020; and

WHEREAS, the Board of County Commissioners extended the state of local emergency for Escambia County by Resolutions R2020-25, R2020-26, R2020-35, R2020-36, R2020-37, R2020-38 and R2020-39 until 1:59 p.m. on May 11, 2020; and

WHEREAS, formerly routine processes are disrupted and taking longer to accomplish due to COVID-19 precautions being mandated by the Federal and State Governments; and

WHEREAS, on March 20, 2020, by Board action during a Special Meeting of the Board of County Commissioners, the Board approved the measures implemented herein, as memorialized in Emergency Order 20-2; and

WHEREAS, on April 2, 2020, by Board action during a Regular Meeting of the Board of County Commissioners, the Board extended the measures implemented herein, as memorialized in Emergency Order 20-5; and

WHEREAS, the ongoing and lingering economic effects of COVID-19 continue to create uncertainty for the personal and business interests of the citizens of Escambia County; and

WHEREAS, the precarious economic situation may last for an indefinite period of time; and

WHEREAS, providing for the certainty of tolled permits serves a vital public purpose.

NOW THEREFORE, pursuant to Chapter 252, Florida Statutes, and Chapter 37, Escambia County Code, the Board of County Commissioners hereby declares the following and extends Emergency Order 20-5, as set forth below:

1. The above recitals are true and are incorporated herein.

2. The following permits, land use approvals, and development orders issued by Escambia County are hereby tolled for the period set forth in paragraph 5:

    a) Building Permits;

    b) Land use approvals (including Fence Permits, Construction in County Right-of-Way Permits, and Driveway Construction in County Right-of-Way Permits);

    c) Development Orders;

    d) Recycling Facility Permits;

    e) Borrow Pit Permits;

    f) Solid Waste Management Permits;

    g) Construction and Demolition Debris (C&DD) Facility Permits;

    h) Land Clearing Disposal (LCD) Facility Permits; and

    i) Hazardous Waste Facility Permits.

3. The tolling measures implemented herein shall not apply to a permit holder who is deemed by Escambia County to be out of code or regulatory compliance. If a permit holder is determined to be out of compliance, then Escambia County shall have the discretion to terminate the tolling period as to that particular permit holder.

4. The tolling measures implemented herein shall remain in effect for the period set forth in paragraph 5 even in the event of the termination of either the emergency declaration issued by the State of Florida or the emergency declaration issued by Escambia County.

5. This Order shall be effective as of _____ p.m. (CDT) on May 7, 2020 and shall continue for a period of _____ days or until further action by the Board of County Commissioners.

Adopted this 7th day of May, 2020.

BOARD OF COUNTY COMMISSIONERS
OF ESCAMBIA COUNTY, FLORIDA

By: _____
Steven Barry, Chairman

ATTEST: PAM CHILDERS
Clerk of the Circuit Court

By: _____
Deputy Clerk
(SEAL)

Approved as to form and legal sufficiency.
By/Title: _____
Date: 5/1/2020