COUNTY COMMISSIONERS
District 1 - Tommy Hamm
District 2 - Robert Carroll
District 3 - William T. Dozier, Chairman
District 4 - Guy M. Tunnell
District 5 - Philip Griff Griffitts, Vice Chairman

February 7, 2017

REGULAR MEETING

9:00 AM - BAY COUNTY GOVERNMENT CENTER

840 WEST 11TH STREET

PANAMA CITY, FLORIDA

A. CALL TO ORDER

B. ROLL CALL

C. INVOCATION

D. PLEDGE OF ALLEGIANCE

E. ADDITION OF EMERGENCY ITEMS/DELETIONS

F. PRESENTATIONS

- 2016 Halloween Hayride Charity Check Presentation

G. PUBLIC PARTICIPATION

H. CONSENT AGENDA

Budget Office

1. **Budget Amendment FY 2017**

   Recommendation: Requesting that the Board adopt a resolution amending the Fiscal Year 2016-2017 Budget.

2. **Request to Solicit Sports Park Financing**

   Recommendation: Board to authorize staff to move forward with the bond solicitation process for the Sports Park and Stadium Complex.

Clerks Report

3. **Revenues and Expenditures, Tax Certificate Refunds and/or Cancellations and Inventory Deletions**

   Recommendation: Board to acknowledge receipt of reports

County Manager's Office

4. **Citizen's Oversite Committee Confirmation**

Recommendation: Board to review and confirm the following appointments for the Citizen's Oversight Committee for Infrastructure Surtax.

Emergency Services

5. **EMS Delinquent Accounts Collection Services Contract**

Recommendation: Board award and authorize the Chairman to execute a contract with Collection Bureau of Ft. Walton Beach, Inc. dba Credit Business Services, Inc. for Emergency Medical Services (EMS) Delinquent Accounts Collection Services.

Public Works

6. **Star Avenue Project Contract Award**

Recommendation: Board: 1) Award the Base Bid to C.W. Roberts Contracting, Inc. for the Star Avenue Safety Improvement project in the amount of $1,122,042.55 and authorize the Chairman to execute the contract; **(EXHIBIT 1)** and, 2) Authorize contingency and testing funds in the amount of $224,408.50 (20%). **(DISTRICTS II & IV)**

7. **JPA: SR 30 Western Bay Gateway Roadside Beautification Amendment**

Recommendation: Board: 1) Approve the Amendment to the Joint Project Agreement (JPA) with the Florida Department of Transportation (FDOT) for the roadside beautification of SR 30 from the Walton/Bay County line to Front Beach Road; and, 2) Authorize the Chairman to sign the amendment and resolution. (**DISTRICT V)**

Utility Services

8. **Mexico Beach Wastewater Treatment Contract Amendment**

Recommendation: Board: 1) Approve the Wastewater Treatment Contract Amendment between Bay County and the City of Mexico Beach, and; 2) Authorize the Chairman to execute the contract amendment. **(District II)**

9. **Watermain Relocation - US 98 Flyover Project**

Recommendation: Board 1) Authorize staff to issue a purchase order to Superior Construction Company for the relocation of the 24-inch watermain associated with the FDOT SR 30 (US 98) at SR 369 (23rd Street) Flyover Project in the amount of $225,280.00; and 2) Authorize staff to direct purchase the materials from Lanier Municipal Supply Co. in the amount of $49,265.89. **(District V)**

I. REGULAR AGENDA

Budget Office

10. **Outside Agency Request Policy**

Recommendation: Requesting that the Board approve the attached Outside Agency Request Form and Outside Agency Request Policy.

General Services

11. **Bay Dunes Property**

Recommendation: Board direct staff to work with the Parks Advisory Board to develop alternate uses for the property and bring back recommendations for review and consideration.

Public Works

12. **FY 2017 - 2018 Surtax Project List**

Recommendation: Board: 1) Review and approve the proposed FY 2017/2018 Infrastructure Surtax Projects list; and, 2) Authorize staff to proceed with execution of the approved list. (**DISTRICT I-V)**

J. PUBLIC HEARING

County Attorney

13. **Ordinance Amending Protests of Procurement Awards**

Recommendation: Board to conduct a public hearing and adopt the attached ordinance repealing and replacing the language of Bay County Code Sec. 2-114 Protested Awards.

14. **Vehicle for Hire Ordinance**

Recommendation: Board to conduct a public hearing and adopt the attached ordinance repealing Bay County Code Chapter 26 Articles I-V and replacing it with a new Vehicle for Hire ordinance.

15. **Ordinance Amending Chapter 3 Alcohol Regulation**

Recommendation: Board to conduct a public hearing and adopt the attached ordinance amending Bay County Chapter 3, Alcohol Regulations, to add definitions.

K. PUBLIC PARTICIPATION

L. COUNTY ATTORNEY'S REPORT

M. COUNTY MANAGER'S REPORT

N. CHAIRMANS AND COMMISSIONERS COMMENTS

O. ADJOURN

BAY COUNTY BOARD OF COUNTY COMMISSIONERS
840 West 11th Street
Panama City, Florida 32401
Telephone: (850) 248-8140 Fax: (850) 248-8153
E-Mail Address: bocc@baycountyfl.gov

Commission Meeting Schedules and Agenda Items Available on our Home Page:
www.baycountyfl.gov

Contact County Commissioners:

Commissioner Tommy Hamm, District 1
E-Mail Address: thamm@baycountyfl.gov

Commissioner Robert Carroll, District 2
E-Mail Address: rcarroll@baycountyfl.gov

Commissioner William T. Dozier, District 3
E-Mail Address: wdozier@ baycountyfl.gov

Commissioner Guy M. Tunnell, District 4
E-Mail Address: gtunnell@ baycountyfl.gov

Commissioner Philip Griff Griffitts, District 5
E-Mail Address: pgriffitts@baycountyfl.gov

"Bay County adheres to the Americans with Disabilities Act and will make reasonable modifications for access to this meeting upon request. Please call the County Administration Office at (850) 248-8140 to make a request. For Hearing Impaired, Dial 1-800-955-8771 (TDD), and 1-800-955-8770 (Voice). Requests must be received at least 48 hours in advance of the meeting in order for Bay County to provide the requested service."

Bay County Board of County Commissioners
Agenda Item Summary

Budget Amendment FY 2017

DEPARTMENT MAKING REQUEST/NAME:
Budget Office, Johnathan A. Stukey, Budget Officer

MEETING DATE: 2/7/2017

REQUESTED MOTION/ACTION:
Requesting that the Board adopt a resolution amending the Fiscal Year 2016-2017 Budget.

AGENDA
Budget Office - Consent

BUDGETED ITEM? No
BUDGET ACTION:
BUDGET AMENDMENT REQUIRED
FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:

Fund 001, General Fund, FY 2017 budget, will need to be amended to transfer funds from reserves to Court Technology for upgraded phone system.

Fund 101, Transportation, FY 2017 budget, will need to be amended to recognize additional revenue funds for insurance payment for damage to county property and place into department for related expenditures.

Fund 102, ½ Cent Surtax, FY 2017 budget, will need to be amended to recognize revenue and project expenditures associated with ½ Cent Surtax that began January 2017.

Fund 140, Mosquito Control, FY 2017 budget, will need to be amended to recognize additional revenue funds for Zika virus additional spraying and place into department for related expenditures.

Summary:

The budget amendment resolution **(EXHIBIT 1)** is attached that includes the budget amendment detail and the budget amendment schedule **(EXHIBIT A)**.

ATTACHMENTS:

Description	Type
Budget Amendment Resolution Feb 7, 2017 Exhibit 1	Exhibit
Budget Amendment FY17 Exhibit A Feb 7, 2017	Exhibit

RESOLUTION NO.: _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY FLORIDA AMENDING THE ADOPTED FINAL BUDGET OF FISCAL YEAR 2016-2017 PURSUANT TO RESOLUTION NO. 3406; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, Fund 001, General Fund, FY 2017 budget, will need to be amended to transfer funds from reserves to Court Technology for upgraded phone system.

WHEREAS, Fund 101, Transportation, FY 2017 budget, will need to be amended to recognize additional revenue funds for insurance payment for damage to county property and place into department for related expenditures.

WHEREAS, Fund 102, ½ Cent Surtax, FY 2017 budget, will need to be amended to recognize revenue and project expenditures associated with ½ Cent Surtax that began January 2017.

WHEREAS, Fund 140, Mosquito Control, FY 2017 budget, will need to be amended to recognize additional revenue funds for Zika virus additional spraying and place into department for related expenditures.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Bay County, Florida, does hereby amend the fiscal year 2016-2017 budget as shown in EXHIBIT "A".

Section 1. The budget amendments are set forth in EXHIBIT "A", attached hereto and made a part thereof.

Section 2. This resolution shall become effective upon adoption.

DONE AND ADOPTED by the Board of County Commissioners of Bay County, Florida this the 7th day of February, 2017.

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA

_____
William T. Dozier, Chairman

ATTEST:

APPROVED AS TO FORM:

Bill Kinsaul, Clerk	Office of the County Attorney

ACCOUNT NO.		ACCOUNT NAME	FY 2017 BUDGET	ADJUSTMENT	AMENDED BUDGET	EXPLANATION
		001 Generald Fund				
Expenditures						
Court Technology						
0713	5606451	COMPUTER SOFTWARE(SA)	21,199	57,147	78,346	Transfer funds from reserves for telecom system needed by the State Atty.
0713	5606452	COMPUTER SOFTWARE(PD)	0	60,000	60,000	Transfer funds from reserves for telecom system needed by the Pub Def.
Expenditures						
Reserves						
0972	5909910	RESERVE FOR CONTINGENCIES	500,000	(117,147)	382,853	Transfer funds from reserves for State Atty and Public Def telephone system upgrade.
		101 Transportation				
Revenue						
101	3699012	INSURANCE PROCEEDS	0	5,660	5,660	Recognize revenue for insurance payment for damage to county property
Expenditures						
Traffic Control						
0230	5304620	REPAIR/MAINT-CNTRL DEVICE	30,000	5,660	35,660	Place insurance payment into department for repair to damaged county property
		102 - 1/2 Cent Surtax				
Revenue						
102	3126010	DISCRETIONARY SALES SURTAX	0	8,407,525	8,407,525	To recognize projected revenue from 1/2 Cent Surtax beginning January 2017.
Expenditures						
Infrastructure Surtax Projects						
0102	5616301	IMPRV ROADS & BRIDGES	0	8,407,525	8,407,525	To recognize transportation project expenditures associated with 1/2 Cent Surtax beginning January 2017.
		140 Mosquito Control				
Revenue						
140	3660007	CONTRIB-OTHER GOVT UNITS	0	10,000	10,000	Recognize revenue for Zika virus additional spraying

ACCOUNT NO.		ACCOUNT NAME	FY 2017 BUDGET	ADJUSTMENT	AMENDED BUDGET	EXPLANATION
Expenditures						
Mosquito Control						
0315	5305203	INSECTISIDES & PESTICIDES	209,004	10,000	219,004	Place additions funds for Zika virus additional spraying into department

Bay County Board of County Commissioners
Agenda Item Summary

Request to Solicit Sports Park Financing

DEPARTMENT MAKING REQUEST/NAME:
Bay County Budget Office Ashley Stukey, Budget Director

MEETING DATE: 2/7/2017

REQUESTED MOTION/ACTION:
Board to authorize staff to move forward with the bond solicitation process for the Sports Park and Stadium Complex.

AGENDA
Budget Office - Consent

BUDGETED ITEM? No
BUDGET ACTION:
None needed. Once a financial institution is selected and the financing is actually completed, the annual debt service will be recognized in the proper department for payment.
FINANCIAL IMPACT SUMMARY STATEMENT:
There is no financial impact to go out and solicit proposals. Once a financial institution is selected to issue the financing, the cost will be part of the overall amount financed.

BACKGROUND:
On December 6, 2016, the Board of County Commissioners approved a Master Resolution authorizing, but not issuing, bonds up to 50 million dollars. When it is time to issue the bonds a Supplemental Resolution will be brought to the Board for approval.

On January 17th, 2017, Judge Fensom conducted a hearing and approved the validation of the bonds and signed the Final Judgement on January 18th.

As a result of the validation of the bonds, staff asks the Board to authorize solicitation of proposals from financial firms to fund this project.

Bay County Board of County Commissioners
Agenda Item Summary

Revenues and Expenditures, Tax Certificate Refunds and/or Cancellations and Inventory Deletions

DEPARTMENT MAKING REQUEST/NAME:
Bay County Clerk of Court and Comptroller Bill Kinsaul, Clerk of Court and Comptroller

MEETING DATE: 2/7/2017

REQUESTED MOTION/ACTION:
Board to acknowledge receipt of reports

AGENDA
Clerks Report - Consent

BUDGETED ITEM?
BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:
Board to acknowledge receipt of the following reports

- Summary of 2016/2017 Revenues and Expenditures through 1/12/17
- Tax Certificate Refunds and/or Cancellations
- Inventory Deletions

ATTACHMENTS:

Description	Type
2016/2017 Revenues and Exp	Cover Memo
Tax Certificate Ref and Cancellations	Cover Memo
Inv Deletions	Cover Memo
Inv Deletions	Cover Memo

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE
JAN 17 2017

January 13, 2017

Board of County Commissioners
Bay County, Florida

Commissioners:

Attached you will find a summary of 2016/2017 Revenues and Expenditures through January 12, 2017. The attached Revenue and Expenditure format categorizes by fund, Department and Major Financial Statement Category. The information is summarized at the end of each fund and gives the net change to the fund's balance resulting from the current year's activity.

Please be advised that this report has inherent limitations such as:

1). Actual YTD revenues and expenditures are unaudited figures. Timing differences, such as unrecorded liabilities and revenues, may exist which could cause these numbers to be misleading.

2). Cash Carry forwards, budgeted non-revenue items, have not been posted. These items represent monies earned in prior fiscal years' that may be utilized to assist its fund with current deficient cash flows.

If I can be of further assistance to the Board, or should you wish to discuss this report further, please let me know.

Sincerely,

Bill Kinsaul
Clerk of Court & Comptroller

PHONE: 850-763-9061 · WEB SITE: www.baycoclerk.com
300 East 4th Street · P.O. Box 2269 · Panama City, Florida 32402-2269

Bay County Board of County Commissioners
Revenue & Expenditure Summary FY 2017
As of January 12, 2017

Fund #	Fund	REVENUES Budget	REVENUES Actual	% Budget	NON-REVENUES Budget	NON-REVENUES Actual	% Budget	EXPENDITURES Budget	EXPENDITURES Actual	% Budget	INCR (DECR) Fund Balance
001	General Fund	97,651,313	46,342,613	47%	14,275,273	656	0%	111,926,586	33,915,746	30%	12,427,522
101	Transportation	13,891,626	2,067,907	15%	13,894,496		0%	27,786,122	9,085,569	33%	(7,017,662)
111	Road Impact-Beach/Airport	-	(141)	0%	190,521		0%	190,521	-	0%	(141)
112	Road Impact-East Bay County	-	(230)	0%	310,608		0%	310,608	-	0%	(230)
113	Road Impact-Panama City	-	(20)	0%	26,592		0%	26,592	-	0%	(20)
114	Road Impact-Southport/Sandhills	-	(160)	0%	215,234		0%	215,234	-	0%	(160)
118	Transit	4,970,434	268,246	5%	-		0%	4,970,434	524,753	11%	(256,507)
120	Library	1,034,688	313,502	30%	2,158,377	100,000	5%	3,193,065	825,281	26%	(411,779)
125	Tourist Development	10,050,000	1,128,392	11%	530,526		0%	10,580,526	3,153,641	30%	(2,025,248)
126	Mexico Beach - TDC	549,350	66,787	12%	26,523		0%	575,873	179,726	31%	(112,939)
127	Beach Nourishment - TDC	3,447,395	355,230	10%	29,352,351		0%	32,799,746	118,805	0%	236,425
128	TDC - 5th Cent	3,350,000	375,088	11%	-		0%	3,350,000	19,550	1%	355,538
129	Panama City - TDT	1,500,000	186,528	12%	-		0%	1,500,000	421,937	28%	(235,409)
130	Public Safety E911	815,215	(692)	0%	1,000,000		0%	1,815,215	116,054	6%	(116,746)
133	Intergov't Radio Communication	465,790	127,559	27%	484,299	-	0%	950,089	123,110	13%	4,450
140	District Mosquito Control	1,217,792	747,805	61%	120,450		0%	1,338,242	383,623	29%	364,182
145	MSTU-Fire Protection	7,684,788	4,714,827	61%	1,000,000		0%	8,684,788	2,270,937	26%	2,443,890
167	MSBU Fund	44,840	1,210	3%	25,000	-	0%	69,840	10,260	15%	(9,050)
401	Water Sys Revenue Fund	16,780,409	2,907,994	17%	14,152,655		0%	30,933,064	3,194,708	10%	(286,714)
420	Retail Water & Wastewater	12,282,035	2,764,111	23%	2,195,000	-	0%	14,477,035	1,798,426	12%	965,685
430	Solid Waste Fund	12,120,317	2,078,687	17%	2,642,000		0%	14,762,317	3,377,046	23%	(1,298,360)
440	Builders' Services	981,400	227,396	23%	3,800,000		0%	4,781,400	418,191	9%	(190,795)
450	Emerg Medical Svcs	6,828,477	2,890,931	42%	814,462		0%	7,642,939	1,950,591	26%	940,340
501	Internal Service Fund	4,404,028	860,589	20%	170,787		0%	4,574,815	1,053,162	23%	(192,572)
505	Workers' Compensation	1,204,381	(4,199)	0%	-		0%	1,204,381	148,652	12%	(152,851)
506	Insurance Fund	3,140,381	776,721	25%	-		0%	3,140,381	434,875	14%	341,846
510	Utilities	1,518,531	105,492	7%	-		0%	1,518,531	319,345	21%	(213,853)
	Revenue Sub Total	205,933,190	69,302,175	34%	87,385,154	100,656	0%				
	Combined Revenue & Expenditures	**293,318,344**	**69,402,830**	**24%**				**293,318,344**	**63,843,989**	**22%**	**5,558,841**

Notes:
Fund 450 does not include allowance for doubtful accounts.

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE
JAN 17 2017

TO: Board of County Commissioners

FROM: Bill Kinsaul, Clerk of the Circuit Court & Comptroller

DATE: January 13, 2017

RE: Tax Certificate Refunds and/or Cancellations

Pursuant to Section 197.131 and 197.122, F.S., and Chapters 12D-8.021 and 12D-13.006, F.A.C., the following tax certificates have been approved for correction or cancellation by the Florida Department of Revenue and a refund is due as follows:

RE# 33830-010-000 Rob L. & Sheila Tallent .....$	**323.18**
Cert. 2892 (2015) Capital One for Fig 2241, LLC	**302.60**
Cert. 2761 (2016) Capital One for Fig 2222, LLC	**173.41**
TOTAL	**$ 799.19**

The requested action is for the Board to approve the refund totaling $799.19. The Bay County Tax Collector and the Department of Revenue have approved the refund request.

BK/dlfowler

PHONE: 850-763-9061 · WEB SITE: www.baycoclerk.com
300 East 4th Street · P.O. Box 2269 · Panama City, Florida 32402-2269

PEGGY C. BRANNON
TAX COLLECTOR, BAY COUNTY
850 W 11TH STREET
PANAMA CITY, FLORIDA
32401

PHONE: (850) 248-8501
FAX: (850) 248-8540

CERTIFIED FLORIDA COLLECTOR

POST OFFICE BOX 2285
PANAMA CITY, FLORIDA 32402

January, 3, 2017

Attn: Doris Fowler
Board of County Commissioners
P.O. Box 2269
Panama City, FL 32402

Dear Sir:

Please be advised that a refund has been granted by the Florida Department of Revenue and/or Bay County Property Appraiser's office for the 2014 and 2015 property taxes for parcel number 33830-010-000 assessed in the name of Rob L. & Sheila Tallent. This refund is due to an assessment and/or exemption error.

Your pro-rata share for this refund is $ 323.18. Please remit our office your check in this amount made payable to Peggy C. Brannon, Tax Collector. Our office will refund the property owner when all monies have been received.

Thank you for your assistance in this matter.

Sincerely,

Mark Peel
Tax Dept.

FLORIDA DEPARTMENT OF REVENUE

APPLICATION FOR REFUND OF AD VALOREM TAXES

Section 197.182 Florida Statutes

DR-462
R. 12/11
Rule 12D-16.002
Florida Administrative Code

COMPLETED BY APPLICANT

File this form and supporting documents with your **county tax collector.**

Applicant name Rob L & Sheila Tallent	County Bay	Date 12/29/16	
I am applying for a refund of $ 802.61 For the tax year(s) 20 14, 20 15, 20 ___, 20 ___	Mailing address	1190 Bid A Wee Lane Panama City Beach FL 32413	

Describe the reason for the refund. Attach any documents that support your request for a refund.

I declare I have read this application and the facts in it are true. If prepared by someone other than the taxpayer, the declaration is based on all information the preparer knows.

Signature, applicant — Date 1/3/17

COMPLETED BY TAX COLLECTOR

☐ Approved	Parcel ID 33830-010-000	Date received
☐ Denied	Page and number	Check #

Signature — Title: Delinquent tax supervisor — Date: 1.3.17

☐ Submitted to the Department of Revenue (DOR) Recommendation: ☐ Order ☐ Deny

Explanation:

Instructions for submitting to DOR, if $2,500 or above or otherwise required

Complete DR-462 and send with:	For taxes paid in error:
1. A copy of the paid tax receipt for each tax year requested 2. Certificate of correction to the tax roll signed and dated by the property appraiser 3. Other supporting documents 4. Copy of homestead application or renewal, if required	1. Copy of certified letter to taxpayer (45 day notice) 2. Copy of certified mail, return receipt requested 3. Tax notice receipt 4. Other supporting documents

Mail: Property Tax Oversight Program
Refund Section
P.O. Box 3000
Tallahassee, FL 32315-3000

Email: PTORefunds@dor.state.fl.us

Efax: 850-617-6107

COMPLETED BY DOR

Subject matter index code ___	☐ RP ☐ TPP	Date approved
☐ Ordered ☐ Denied	Reviews	

Signature, DOR

2014-317
DC-409
R. 06/98

Certificate of Correction of Tax Roll
Sections 197.131 and 197.122, F.S.,
and Rules 12D-8.021 and 12D-13.006(2) F.A.C.

To: Tax Collector

You are hereby authorized to correct the valuation and/or tax, legal description, or owner's name and address of the following described [X] Real [ ] Tangible Personal Property on the 2014 (year) Tax Roll:

Parcel ID Number	33830-010-000	O.R. Book & Page Number	ORB 2083 P 1658
Name & Address	TALLENT, ROB L & SHEILA 119 BID A WEE LN PANAMA CITY BEACH, FL 32413 2762	Tax Roll Description	NORTH BID-A-WEE BEACH LOT 10 See Tax Roll For Complete Legal

The Initial Assessed Valuation Was:		The Correct Assessed Valuation Is:	
Market Value	173,766	Market Value	173,766
Assessed or Classified Use Value	173,766	Assessed or Classified Use Value	173,766
Exempt Value		Exempt Value	50,000
Taxable Value	173,766	Taxable Value	123,766
Penalty (TPP)		Penalty (TPP)	
Initial Total Tax	2,050.62	Corrected Total Tax	1,632.79

A material mistake of fact relating to an essential condition of the property is being corrected pursuant to section 197.122, F.S., within one (1) year of approval of the tax roll which occurred on 7/18/2014 (Date), pursuant to section 193.1142, F.S. This correction is **(check applicable box)**

[X] a refund order being sent to the tax collector to issue the refund.*

[ ] sent to the tax collector for action by the Department of Revenue under section 197.182, F.S.

* Must be sent to DOR if this box is not checked.

Reason(s) For Correction

[ ] Correct N & A [ ] Add to Roll [ ] Delete from Roll [X] Exemptions: [X] HX [ ] Widow(er)s
[ ] Combined with Parcel # [ ] Disab. [ ] Wholly
[ ] Doubled with Parcel # [ ] Allow Ag. Classification
[ ] Adj. Value [ ] Land [ ] Bldg. [ ] Misc. [ ] TPP [ ] Correct Property Description
[ ] Adjust Square Feet [ ] Adjust Lot Size [ ] Amendment 10 Change
[ ] Adjust Acreage [ ] Adjust No. of Lots [ ] Back Assess [ ] Curtilage Change
[ ] Adjust No. of Res. Units [ ] Adjust Use of Property [ ] Improv. [ ] Vacant [ ] Comm.
[ ] Other

Please Explain Reason(s) For Correction (Use Additional Sheets if Necessary)

CLERICAL ERROR. HX REMOVED IN ERROR.

REASON CODE 02
TAX DIST 013

Dan Sowell, Property Appraiser
County Property Appraiser/Deputy (Title)
Sheila Gray
Quality Control

1/3/2017
Date

Original - Tax Collector **Duplicate - Property Appraiser**

2016-165
DC-409
R. 06/98

Certificate of Correction of Tax Roll
Sections 197.131 and 197.122, F.S.,
and Rules 12D-8.021 and 12D-13.006(2) F.A.C.

To: Tax Collector

You are hereby authorized to correct the valuation and/or tax, legal description, or owner's name and address of the following described [X] Real [ ] Tangible Personal Property on the 2015 (year) Tax Roll:

Parcel ID Number	33830-010-000	O.R. Book & Page Number	ORB 2083 P 1658
Name & Address	TALLENT, ROB L & SHEILA 119 BID A WEE LN PANAMA CITY BEACH, FL 32413 2762	Tax Roll Description	NORTH BID-A-WEE BEACH LOT 10 See Tax Roll For Complete Legal

The Initial Assessed Valuation Was:		The Correct Assessed Valuation Is:	
Market Value	172,125	Market Value	172,125
Assessed or Classified Use Value	172,125	Assessed or Classified Use Value	172,125
Exempt Value		Exempt Value	50,000
Taxable Value	172,125	Taxable Value	122,125
Penalty (TPP)		Penalty (TPP)	
Initial Total Tax	2,034.14	Corrected Total Tax	1,615.92

A material mistake of fact relating to an essential condition of the property is being corrected pursuant to section 197.122, F.S., within one (1) year of approval of the tax roll which occurred on 7/24/2015 (Date), pursuant to section 193.1142, F.S. This correction is **(check applicable box)**

[X] a refund order being sent to the tax collector to issue the refund.*

[ ] sent to the tax collector for action by the Department of Revenue under section 197.182, F.S.

* Must be sent to DOR if this box is not checked.

Reason(s) For Correction

[ ] Correct N & A [ ] Add to Roll [ ] Delete from Roll [X] Exemptions: [X] HX [ ] Widow(er)s
[ ] Combined with Parcel # [ ] Disab. [ ] Wholly
[ ] Doubled with Parcel # [ ] Allow Ag. Classification
[ ] Adj. Value [ ] Land [ ] Bldg. [ ] Misc. [ ] TPP [ ] Correct Property Description
[ ] Adjust Square Feet [ ] Adjust Lot Size [ ] Amendment 10 Change
[ ] Adjust Acreage [ ] Adjust No. of Lots [ ] Back Assess [ ] Curtilage Change
[ ] Adjust No. of Res. Units [ ] Adjust Use of Property [ ] Improv. [ ] Vacant [ ] Comm.
[ ] Other

Please Explain Reason(s) For Correction (Use Additional Sheets if Necessary)

CLERICAL ERROR. HX REMOVED IN ERROR.

REASON CODE 02
TAX DIST 013

Dan Sowell, Property Appraiser Sheila Gray 1/3/2017
County Property Appraiser/Deputy (Title) Date
Sheila Gray
Quality Control

Original - Tax Collector **Duplicate - Property Appraiser**

TC90H 10 T13 ACS Tax Collection System — Collections System Inquiry

Bill No. Parcel No. — Roll History thru 10/06/2016

R 893080 R 33830-010-000

	--- 2015 ---	--- 2014 ---
Bill#	R 893080	R 888370
Owner	TALLENT, ROB L & SHEILA	TALLENT, ROB L & SHEILA
Valu	172125 Use 000100 .241 AC	173766 Use 000100 .241 AC
Assess	172125 District 0013	173766 District 0013
Exempts		

	County	City	School	Other	County	City	School	Other
ExmpVal	0	0	0	0	0	0	0	0
TxblVal	172125	172125	172125	172125	173766	173766	173766	173766

Taxes	2034.14	2050.62
Asmts	37.00	37.00
*Total	2071.14	2087.62
Rcpts	1988.29 11/18/2015 5507206 DSC WELLS FARGO REAL EST	2004.12 11/18/2014 4504715 DSC WELLS FARGO REAL EST
Legals	NORTH BID-A-WEE BEACH (37C4) LOT 10 ORB 2083 P 1658	NORTH BID-A-WEE BEACH (37C4) LOT 10 ORB 2083 P 1658

Action ?

PEGGY C. BRANNON
TAX COLLECTOR, BAY COUNTY
850 W 11TH STREET
PANAMA CITY, FLORIDA
32401

PHONE: (850) 248-8501
FAX: (850) 248-8540

CERTIFIED FLORIDA COLLECTOR

January 4, 2017

Doris Fowler

Attn: ~~Maranda Griffin~~
Board of County Commissioners
P.O. Box 2269
Panama City, FL 32402

Gentlemen:

The following tax sale certificate(s) have been approved for cancellation and or correction by the Florida Department of Revenue and/or the Property Appraiser's office for the following tax certificates: 2892 of 2015 and 2761 of 2016.

The persons holding these tax certificate(s) are due a refund. Please make out a check in the following amount made payable to Peggy C. Brannon, Tax Collector for the individuals listed; then, forward the check to this office so that the payment can be made when the tax certificates are brought into our office.

Your check should be made in the following amount:

Cert. 2892	(2015)	Capital One for Fig 2241, LLC	$302.60
Cert. 2761	(2016)	Capital One for Fig 2222, LLC	$173.41

Sincerely,

Mark Peel
Tax Dept.

CERTIFICATE OF CORRECTION OF TAX ROLL

DR-409
R. 04/16
Rule 12D-16.002
F.A.C.
Eff. 04/16

Sections 197.131 and 197.122, Florida Statutes
To: Tax Collector, Bay County, Florida
Tax Roll ID #: _____

Please make the corrections below to the ☒ Real Property ☐ Tangible Personal Property Tax Roll for 20 14

Parcel ID	15038-000-000	O.R. book 3608	Page 2398
Name	Walker, Rena Mae 5H	Tax roll description	1-4-14W -111- Beg 1350.41' N + 395' E of SW Cor th N270' E..
Address	3929A E. 8th St. Panama City, FL 32404		

Refunds

☒ Refund less than $2,500
Tax collector: determine refund

☐ Refund $2,500 or more
Tax collector: send to DOR for action (s. 197.182, F.S.)

☐ Material mistake of fact being corrected according to s. 197.122, F.S., within one year of approval of the tax roll according to s. 193.1142, F.S., on 7-18-14 (enter date).

Correction Type

☐ Add to roll ☐ Delete from roll
☐ Back assess ☐ Correct description
☐ Correct name, address
☐ Combine with or ☐ Double with Parcel ID _____

Values	Initial	Corrected
Just value	69378	18671
Assessed or classified value, school	69378	18671
Assessed or classified value, non-school	69378	18671
Homestead, regular		
Homestead, additional		
Senior homestead, county		
Senior homestead, municipal		
Economic		
Exempt value, non-homestead, school		
Exempt value, non-homestead, non-school		
Penalty, TPP		
Other:		
Other:		
Taxable value, school	69378	18671
Taxable value, county	69378	18671
Taxable value, municipal	69378	18671
TOTAL TAX	1052.69	283.29

☐ Exemption and Assessment Limitations

☐ Homestead	☐ Widowed
☐ Disabled	☐ Blind
☐ Governmental	☐ Institutional
☐ Disabled veteran	☐ Disabled veteran discount
☐ Deployed military	☐ Veteran spouse
☐ First responder spouse	☐ Save Our Homes change
☐ Senior citizen homestead	☐ Tangible personal property
☐ Veteran service connected	☐ Totally & permanently disabled
☐ 10% non-homestead limit	☐ Other: _____
☐ Disabled veteran confined to wheelchair	
☐ Surviving spouse of veteran who died on active duty	
☐ Senior citizen homestead – 25 year resident	
☐ Parent, grandparent assessment reduction	

☒ Adjusted Value

☐ Land	☐ Square feet
☒ Building	☐ Lot size
☐ Miscellaneous	☐ Acreage
☐ Curtilage change	☐ Number of lots
☐ Number of residential units	☐ Tangible personal property
☒ Other: xfob	

☒ Adjusted Use

☒ Improvement	☐ Vacant
☐ Commercial	☐ Allow agricultural classification
☐ Other: _____	

Reasons for correction Add pages, if needed. (Field will expand online.)

Bldg on wrong prcl. (15038-010-600)

Sheila Gray — Signature, property appraiser or deputy
Quality Assurance — Title
12-6-16 — Date

Received by: _____ Signature, tax collector or deputy

Delinquent Tax Supervisor — Title
12-8-16 — Date

13-1354

RECEIVED

DEC 18 2016

DEPT OF REV
PROPERTY TAX OVERSIGHT

DEPARTMENT OF REVENUE

CANCELLATION OR CORRECTION OF TAX CERTIFICATE

DR-610
R. 12/11
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

47

Section 197.443, Florida Statutes

COMPLETED BY TAX COLLECTOR

County Bay	☐ Cancellation ☒ Correction	Tax certificate # 2892
Current holder Fig 2241, LLC	Date sold May 30th, 2015	Amount 1,266.35
Parcel ID or legal description	15038-000-000	

PART 1: ERROR IN ASSESSMENT

☒ An error was made in the assessment of this property. A copy of the Certificate of Correction from the property appraiser is attached. Check all that apply.

☐ Description ☐ Assessed value ☐ Owner of record ☐ Other, specify: _____

Describe error and correction to be made.	Building assessed in error. Should be assessed as vacant property

PART 2: TAXES PAID

☐ The taxes were paid before the tax certificate was issued. A copy of the Tax Notice/Receipt is attached.

Tax notice/receipt # _____

PART 3: RECOMMENDATION

Recommendation to DOR: ☒ Approval ☐ Denial

Explanation

I certify this tax certificate should be ☐ cancelled ☒ corrected. I have entered a memorandum on the list of certificates sold for taxes in this office, according to s. 197.443, F.S.

Signature, tax collector or deputy	tax collector Title	12-06-2016 Date

Instructions for submitting to DOR

Mail: Property Tax Oversight Program
Refund Section
P.O. Box 3000
Tallahassee, FL 32315-3000

Email: PTORefunds@dor.state.fl.us

Efax: 850-617-6107

COMPLETED BY DOR

☐ Cancellation ☑ Correction	☑ Approved ☐ Denied	Date 12-21-16
Signature, DOR	Reviews	

CERTIFICATE OF CORRECTION OF TAX ROLL

Sections 197.131 and 197.122, Florida Statutes
To: Tax Collector, Bay County, Florida

DR-409
R. 04/16
Rule 12D-16.002
F.A.C.
Eff. 04/16

Tax Roll ID #: _____

Please make the corrections below to the ☒ Real Property ☐ Tangible Personal Property Tax Roll for 20 15

Parcel ID	15038-000-000	O.R. book 3608	Page 2398
Name	Walker, Brena Mae Etal	Tax roll description	1-4-14w - 111 - Beg 1350.41' N + 396' E of SW Cor th N 270' E
Address	3929A E. 8th St. Panama City, FL 32401		

Refunds

☒ Refund less than $2,500
Tax collector: determine refund

☐ Refund $2,500 or more
Tax collector: send to DOR for action (s. 197.182, F.S.)

☐ Material mistake of fact being corrected according to s. 197.122, F.S., within one year of approval of the tax roll according to s. 193.1142, F.S., on 7-24-15 (enter date).

Correction Type

☐ Add to roll ☐ Delete from roll
☐ Back assess ☐ Correct description
☐ Correct name, address
☐ Combine with or ☐ Double with Parcel ID _____

Values	Initial	Corrected
Just value	45175	18671
Assessed or classified value, school	45175	18671
Assessed or classified value, non-school	45175	18671
Homestead, regular		
Homestead, additional		
Senior homestead, county		
Senior homestead, municipal		
Economic		
Exempt value, non-homestead, school		
Exempt value, non-homestead, non-school		
Penalty, TPP		
Other:		
Other:		
Taxable value, school	45175	18671
Taxable value, county	45175	18671
Taxable value, municipal	45175	18671
TOTAL TAX	689.36	284.92

☐ Exemption and Assessment Limitations

☐ Homestead	☐ Widowed
☐ Disabled	☐ Blind
☐ Governmental	☐ Institutional
☐ Disabled veteran	☐ Disabled veteran discount
☐ Deployed military	☐ Veteran spouse
☐ First responder spouse	☐ Save Our Homes change
☐ Senior citizen homestead	☐ Tangible personal property
☐ Veteran service connected	☐ Totally & permanently disabled
☐ 10% non-homestead limit	☐ Other: _____
☐ Disabled veteran confined to wheelchair	
☐ Surviving spouse of veteran who died on active duty	
☐ Senior citizen homestead – 25 year resident	
☐ Parent, grandparent assessment reduction	

☒ Adjusted Value

☐ Land	☐ Square feet
☒ Building	☐ Lot size
☐ Miscellaneous	☐ Acreage
☐ Curtilage change	☐ Number of lots
☐ Number of residential units	☐ Tangible personal property
☒ Other: xfob	

☐ Adjusted Use

☒ Improvement	☐ Vacant
☐ Commercial	☐ Allow agricultural classification
☐ Other: _____	

Reasons for correction Add pages, if needed. (Field will expand online.)
Bldg on wrong prcl. (15038-010-000)

Sheila Gray
Signature, property appraiser or deputy

Quality Assurance
Title

12-6-16
Date

Received by:
Signature, tax collector or deputy

delinquent tax Supervisor
Title

12-6-16
Date

13-1353 RECEIVED

DEC 1 8 2016

DEPT OF REV
PROPERTY TAX OVERSIGHT

DR-610
R. 12/11
Rule 12D-16.002
Florida Administrative Code
Effective 11/12

CANCELLATION OR CORRECTION OF TAX CERTIFICATE

Section 197.443, Florida Statutes

COMPLETED BY TAX COLLECTOR

County Bay	☐ Cancellation ☒ Correction	Tax certificate # 2761
Current holder Fig 2222, LLC	Date sold June 1st, 2016	Amount 909.34
Parcel ID or legal description	15038-000-000	

PART 1. ERROR IN ASSESSMENT

☒ An error was made in the assessment of this property. A copy of the Certificate of Correction from the property appraiser is attached. Check all that apply.

☐ Description ☐ Assessed value ☐ Owner of record ☐ Other, specify: _____

Describe error and correction to be made.	Building assessed in error. Should be assessed as vacant property

PART 2. TAXES PAID

☐ The taxes were paid before the tax certificate was issued. A copy of the Tax Notice/Receipt is attached.

Tax notice/receipt # _____

PART 3. RECOMMENDATION

Recommendation to DOR: ☒ Approval ☐ Denial

Explanation

I certify this tax certificate should be ☐ cancelled ☒ corrected. I have entered a memorandum on the list of certificates sold for taxes in this office, according to s. 197.443, F.S.

Peggy D Brannon — tax collector — 12-06-2016

Signature, tax collector or deputy | Title | Date

Instructions for submitting to DOR

Mail: Property Tax Oversight Program
Refund Section
P.O. Box 3000
Tallahassee, FL 32315-3000

Email: PTORefunds@dor.state.fl.us

Efax: 850-617-6107

COMPLETED BY DOR

☐ Cancellation ☑ Correction	☑ Approved ☐ Denied	Date 12-21-16
Signature, DOR	Reviews	

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE
JAN 17 2017

TO: Board of County Commissioners

FROM: Bill Kinsaul, Clerk of Court & Comptroller

DATE: January 13, 2017

RE: Inventory Deletions

The Property Inventory Clerk has been requested to delete the following items from the County's inventory records:

Inventory Item	Explanation
Emergency Services	
Stretcher Property No. 56103	Item is obsolete and/or non-functional.
Stretcher Property No. 56104	Item is obsolete and/or non-functional.
Stretcher Property No. 56108	Item is obsolete and/or non-functional.
Stretcher Property No. 56109	Item is obsolete and/or non-functional.
Stretcher Property No. 56110	Item is obsolete and/or non-functional.
Riding Mower Property No. 55017	Item is obsolete and/or non-functional.
Riding Mower Property No. 55492	Item is obsolete and/or non-functional.

PHONE: 850-763-9061 · WEB SITE: www.baycoclerk.com
300 East 4th Street · P.O. Box 2269 · Panama City, Florida 32402-2269

Inventory Item	Explanation
Intergov't Radio Comm	
Computer Property No. 53457	Item is obsolete and/or non-functional.
Health Department	
Telephone System Property No. 54497	Telephone system updated.
Road Department	
Flat Bed Dump Truck F874 Property No. 15072-0	Item is obsolete and/or non-functional.
Truck P142 Property No. 15072-0	Item is obsolete and/or non-functional.
Utility Vehicle O279 Property No. 54211	Item is obsolete and/or non-functional.
Excavator E851 Property No. 13406-0	Item is obsolete and/or non-functional.
Gradall E870 Property No. 15549-0	Item is obsolete and/or non-functional.
Parks & Recreaction	
Trailer TR347 Property No. 14171-0	Item is obsolete and/or non-functional.
Trailer TR296 Property No. 17508-0	Item is obsolete and/or non-functional.
Property Appraiser	
Computer Processor Property No. 15408-0	Item is obsolete and/or non-functional.
Supervisor of Elections	
Canvassing Board System Property No. 51294	Item is obsolete and/or non-functional.

Inventory Item	Explanation
Traffic Engineering	
Sign Truck P188 Property No. 15667-0	Item is obsolete and/or non-functional.

The requested action is for the Board to authorize removal of these items from the County's inventory.

BK/dlfowler

BAY COUNTY BOCC
ACQUISITION/DISPOSITION
FORM

TO: Board of County Commissioners

FROM: Emergency Services/EMS (Department) Date: 10/4/16

Gentlemen:

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER	MAKE
Stryker Stretcher	56103	Stryker
MODEL	**COUNTY ID**	**MFG ID NUMBER/VIN**
Power Pro	Stretcher	SN 61240305
OTHER DESCRIPTION:		

Acquisition or Disposition Data

ACQUIRED:		DISPOSED OF:	
P.O. #	Improvement	To:	Stryker
Date Acquired:		Transferred	Sold Junked
Vendor Name:		Traded X	Trade-in Realized $ 1500.00
Check No.:		Value on Records:	$
Purchase Price:	$	Reason for Disposal:	Trade in for new Stretcher
Freight:	$		
Installation:	$		
Improvements:	$	Amount Realized (if sold)	$
Total Cost	$	Date:	10/4/16

Remarks:

Signed
Title Chief, Emergency Services Department

Signed
Title Chief, EMS Division

Insured Date

BAY COUNTY BOCC
ACQUISITION/DISPOSITION
FORM

TO: Board of County Commissioners

FROM: Emergency Services/EMS (Department) Date: 10/4/16

Gentlemen:

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER	MAKE
Stryker Stretcher	**56104**	**Stryker**
MODEL	**COUNTY ID**	**MFG ID NUMBER/VIN**
Power Pro	**Stretcher**	**SN 60539239**
OTHER DESCRIPTION:		

Acquisition or Disposition Data

ACQUIRED:	
P.O. #	Improvement
Date Acquired:	
Vendor Name:	
Check No.:	
Purchase Price:	$
Freight:	$
Installation:	$
Improvements:	$
Total Cost	$

DISPOSED OF:	
To:	Stryker
Transferred	Sold Junked
Traded X	Trade-in Realized $ 1500.00
Value on Records:	$
Reason for Disposal:	Trade in for new Stretcher
Amount Realized (if sold)	$
Date:	10/4/16

Remarks:

Signed
Title Chief, Emergency Services Department

Signed
Title Chief, EMS Division

Insured Date

BAY COUNTY BOCC
ACQUISITION/DISPOSITION
FORM

TO: Board of County Commissioners

FROM: Emergency Services/EMS (Department) Date: 10/4/16

Gentlemen:

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER	MAKE
Stryker Stretcher	56108	Stryker
MODEL	**COUNTY ID**	**MFG ID NUMBER/VIN**
Power Pro	Stretcher	SN 60539237
OTHER DESCRIPTION:		

Acquisition or Disposition Data

ACQUIRED:		DISPOSED OF:	
P.O. #	Improvement	To:	Stryker
Date Acquired:		Transferred	Sold Junked
Vendor Name:		Traded X	Trade-in Realized $ 1500.00
Check No.:		Value on Records:	$
Purchase Price:	$	Reason for Disposal:	Trade in for new Stretcher
Freight:	$		
Installation:	$		
Improvements:	$	Amount Realized (if sold)	$
Total Cost	$	Date:	10/4/16

Remarks:

Signed
Title Chief, Emergency Services Department

Signed
Title Chief, EMS Division

Insured Date

BAY COUNTY BOCC
ACQUISITION/DISPOSITION
FORM

TO: Board of County Commissioners

FROM: Emergency Services/EMS (Department) Date: 10/4/16

Gentlemen:

The following changes have occurred in the property in my custody. Please change your Property Record accordingly..

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER	MAKE
Stryker Stretcher	56109	Stryker
MODEL	**COUNTY ID**	**MFG ID NUMBER/VIN**
Power Pro	Stretcher	SN 61240306
OTHER DESCRIPTION:		

Acquisition or Disposition Data

ACQUIRED:	
P.O. #	Improvement
Date Acquired:	
Vendor Name:	
Check No.:	
Purchase Price:	$
Freight:	$
Installation:	$
Improvements:	$
Total Cost	$

DISPOSED OF:	
To:	Stryker
Transferred	Sold Junked
Traded X	Trade-in Realized $ 1500.00
Value on Records:	$
Reason for Disposal:	Trade in for new Stretcher
Amount Realized (if sold)	$
Date:	10/4/16

Remarks:

Signed
Title Chief, Emergency Services Department

Signed
Title Chief, EMS Division

Insured Date

BAY COUNTY BOCC
ACQUISITION/DISPOSITION
FORM

TO: Board of County Commissioners

FROM: Emergency Services/EMS (Department) Date: 10/4/16

Gentlemen:

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER	MAKE
Stryker Stretcher	56110	Stryker
MODEL	**COUNTY ID**	**MFG ID NUMBER/VIN**
Power Pro	Stretcher	SN 61240303
OTHER DESCRIPTION:		

Acquisition or Disposition Data

ACQUIRED:		DISPOSED OF:	
P.O. #	Improvement	To:	Stryker
Date Acquired:		Transferred	Sold Junked
Vendor Name:		Traded X	Trade-in Realized $ 1500.00
Check No.:		Value on Records:	$
Purchase Price:	$	Reason for Disposal:	Trade in for new Stretcher
Freight:	$		
Installation:	$		
Improvements:	$	Amount Realized (if sold)	$
Total Cost	$	Date:	10/4/16

Remarks:

Signed
Title Chief, Emergency Services Department

Signed
Title Chief, EMS Division

Insured Date

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: Fire Services (Department) Date: 12-8-2016

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
Husqvarna Riding Mower		LGT2654
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
	55017	Ser.# 121206B001234
Other Description:		**GVW:**

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable

P.O. # _____ Improvement _____

Date Acquired: _____

Vendor Name: _____

Check No.: _____

Purchase Price: $ _____

Freight: $ _____

Installation: $ _____

Improvements: $ _____

Total Cost $ _____

Effective Date: _____

DISPOSITION ☒ ☐ Not Applicable

TRANSFER ☐

To: Bone yard

Transferred ____ Sold ____ Scrapped X

Traded ____ Trade-in Realized $ _____

Value on Records: $ _____

Reason for Disposal: _____

Amount Realized (if sold) $ _____

Effective Date: _____

Remarks: _____

Signed _____ **Signed** _____

Title Chief of Emergency Services **Title** _____

Insured Date: _____ By: _____

Risk Management

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: Fire Services (Department) Date: 12-8-2016

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
John Deere Riding Mower		LT133
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
	55492	Ser.# MOL133A135058
Other Description:		**GVW:**

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable

P.O. # _____ Improvement _____

Date Acquired: _____

Vendor Name: _____

Check No.: _____

Purchase Price: $ _____

Freight: $ _____

Installation: $ _____

Improvements: $ _____

Total Cost $ _____

Effective Date: _____

DISPOSITION ☒ ☐ Not Applicable

TRANSFER ☐

To: Bone Yard

Transferred ____ Sold ____ Scrapped x

Traded ____ Trade-in Realized $ _____

Value on Records: $ _____

Reason for Disposal: _____

Amount Realized (if sold) $ _____

Effective Date: _____

Remarks: _____

Signed _____ **Signed** _____

Title Chief of Emergency Services **Title** _____

Insured Date: _____ By: _____

Risk Management

BAY COUNTY BOCC
ACQUISITION/DISPOSITION
FORM

TO: Board of County Commissioners

FROM: INTERGOV RADIO (Department) Date: 11-15-16

Gentlemen:

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER	MAKE
EOC#6	53457	HP
MODEL	**COUNTY ID**	**MFG ID NUMBER/VIN**
XW4300		S/N 2UA6230MTC
OTHER DESCRIPTION:		

Acquisition or Disposition Data

ACQUIRED:	
P.O. #	Improvement
Date Acquired:	
Vendor Name:	
Check No.:	
Purchase Price:	$
Freight:	$
Installation:	$
Improvements:	$
Total Cost	$

DISPOSED OF:	
To:	
Transferred ___ Sold ___ Junked X	
Traded ___ Trade-in Realized	$
Value on Records:	$
Reason for Disposal:	CEASED TO FUNCTION
Amount Realized (if sold)	$
Date:	

Remarks: **TEMPORARILY REPLACED WITH AN OLD COMPUTER FROM IT THAT IS NOT ON INVENTORY DUE TO IT WAS END OF LIFE. THEY ARE SETTING IT UP NOW TO SEE IF IT WILL EVEN WORK IN THE INTERIM.

Signed _____ Signed _____

Title 11-15-16 Title _____

Insured Date _____

BAY COUNTY BOCC
ACQUISITION AND DISPOSITION FORM

TO: Board of County Commissioners

FROM: Florida Department of Health in Bay County
(Department)

Date: 1/6/2017

Gentlemen:

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER	MAKE
Telephone System	54497	Presidio Network - Cisco
MODEL	**YEAR**	**MFG ID NUMBER**
MCS 7800	2012	
Other Description:		**GVW:**

Acquisition or Disposition Data

ACQUIRED:

P.O. # _____ Improvement _____
Date Acquired:
Vendor Name:
Check No.:
Purchase Price:
Freight:
Installation:
Improvements:
Total Cost

DISPOSED OF:

To: Surplus
Transferred ____ Sold ____ Junked ____
Traded ____ Trade-in Realized $ ____
Value on Records: $161,179.69
Reason for Disposal:

Amount Realized (if sold)
Date:

Remarks: Update was due to a significant cost savings and to the new State Contracted Vendor.

Signed TANYA SHARP for Douglas M. Kent
Title FDOH BAY COUNTY ADMINISTRATOR AND/OR DESIGNATED AUTHORITY 1-6-2017

Signed Tanya Sharp for Douglas M Kent
Title Administrative Assistant
Insured Date 1-6-17

COPY TO: RISK MANAGEMENT
PURCHASING DIVISION

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

ORIGINAL

TO: Board of County Commissioners

FROM: Roads & Bridges (Department) Date: 12/30/2016

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
2002 International 4700 Flat Bed Dump	15072-0	2002 International 4700 Flat Bed Dump
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
205546	F-874	1HTSCABRX24546233
Other Description: GVW: 35,000 lb		

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable

P.O. # _____ Improvement _____

Date Acquired: _____

Vendor Name: _____

Check No.: _____

Purchase Price: $ _____

Freight: $ _____

Installation: $ _____

Improvements: $ _____

Total Cost $ _____

DISPOSITION ☒ ☐ Not Applicable

TRANSFER ☐

To: Bone Yard

Transferred ____ Sold ____ Scrapped ____

Traded ____ Trade-in Realized $ _____

Value on Records: $ _____

Reason for Disposal: _____

Amount Realized (if sold) $ _____

Date: _____

Remarks: Replaced with F-872 -

Aug 20, 2015 - per Doris Fowler- Finance - info original purchase $51,750.00

Signed David Tharp 1/9/17

David Tharp, Mgr R&B Dept 12/30/16

Title

Signed _____

Title _____

Insured Date: _____ By: _____

Rev 021612

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

ORIGINAL

TO: Board of County Commissioners

FROM: Roads & Bridges (Department) Date: 10/11/2016

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
½ Ton Pickup Truck	53769	Ford / F150 / 2001
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
198685	P-142	1FTRF17W41NB23097
Other Description:		**GVW:**

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable	
P.O. #	Improvement
Date Acquired:	
Vendor Name:	
Check No.:	
Purchase Price:	$
Freight:	$
Installation:	$
Improvements:	$
Total Cost	$

DISPOSITION ☒ ☐ Not Applicable TRANSFER ☐	
To:	Majette Yard - Boneyard
Transferred	Sold / Scrapped
Traded	Trade-in Realized $
Value on Records:	$
Reason for Disposal:	Age
Mileage :	
Amount Realized (if sold)	$
Date:	

Remarks:

Signed [signature] 10/13/16 **Signed**

Title Roads & Bridges Division Mgr **Title**

Insured Date: By:

Risk Management

Rev 021612

ORIGINAL

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: Roads & Bridges (Department) Date: 10/11/16

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
Utility Vehicle	54211	2002 John Deere Gator
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
N/A	O-279	W006X4X067698
Other Description:		**GVW:**

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐Not Applicable	
P.O. #	Improvement
Date Acquired:	
Vendor Name:	
Check No.:	
Purchase Price:	$
Freight:	$
Installation:	$
Improvements:	$
Total Cost	$

DISPOSITION ☒ ☐ Not Applicable TRANSFER ☐	
To:	Majette Yard - Boneyard
Transferred	Sold Scrapped
Traded	Trade-in Realized $
Value on Records:	$
Reason for Disposal:	
Mileage :	
blown head gasket	
Amount Realized (if sold)	$
Date:	

Remarks: Xferrred from Nosq Control 9/8/2009- used for herbiciding

Signed [signature] 10/13/16 **Signed**

Title Roads & Bridges Division Mgr **Title**

Insured Date: _____ By: _____

Risk Management

Rev 021612

ORIGINAL

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: Roads & Bridges (Department) Date: 1/9/2017

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
Samsung SE50-3 Excavator	13406-0	1999 Samsung SE50-3
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
n/a	E-851	AFY1529
Other Description: GVW: 35,000 lb - Crawler Back Hoe (small)		

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable

P.O. # _____ Improvement _____

Date Acquired: _____

Vendor Name: _____

Check No.: _____

Purchase Price: $ _____

Freight: $ _____

Installation: $ _____

Improvements: $ _____

Total Cost $ _____

DISPOSITION ☒ ☐ Not Applicable
TRANSFER ☐

To: Bone Yard

Transferred ____ Sold ____ Scrapped ____

Traded ____ Trade-in Realized $ _____

Value on Records: $ _____

Reason for Disposal: _____

Amount Realized (if sold) $ _____

Date: _____

Remarks: Replaced with E-869 - PO 20160615 – info original purchase $48,830.88 PO 991409- 4/16/1999

Signed David Tharp 1/11/17 **Signed** _____

Title David Tharp, Mgr R&B Dept 1/9/2017 **Title** _____

Insured Date: _____ By: _____

Rev 021612

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

ORIGINAL

TO: Board of County Commissioners

FROM: Roads & Bridges (Department) Date: 1/9/17

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
Gradall XL3100	15549-0 (54197)	2003 Gradall XL3100
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
240335	E-870	319341
Other Description: GVW:		

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable

P.O. # _____ Improvement _____

Date Acquired: _____

Vendor Name: _____

Check No.: _____

Purchase Price: $ _____

Freight: $ _____

Installation: $ _____

Improvements: $ _____

Total Cost $ _____

DISPOSITION ☒ ☐ Not Applicable

TRANSFER ☐

To: Boneyard – Majette Yard

Transferred ____ Sold ____ Scrapped ____

Traded ____ Trade-in Realized $ _____

Value on Records: $ _____

Reason for Disposal: _____

Amount Realized (if sold) $ _____

Date: _____

Remarks: – $189,683.50 - PO # 20030321 - 1/24/2003

E-870 will be replaced by E-879 (po 20160226)

Signed _____ **1/9/2017** **Signed** _____

Title Roads & Bridges Dept Mgr **Title** _____

Insured Date: _____ By: _____

Risk Management

Rev 021612

ORIGINAL

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: Parks & Recreation (Department) Date: 11-15-16

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
Utility Trailer 16x8	14171-0	AMW Dovetail 2000
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
196820	TR-347	
Other Description:	**GVW:**	

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable

P.O. # _____ Improvement _____

Date Acquired: _____

Vendor Name: _____

Check No.: _____

Purchase Price: $ _____

Freight: $ _____

Installation: $ _____

Improvements: $ _____

Total Cost $ _____

DISPOSITION ☒ ☐ Not Applicable

TRANSFER ☐

To: Boneyard

Transferred ____ Sold ____ Scrapped X

Traded ____ Trade-in Realized $ _____

Value on Records: $ 0

Reason for Disposal: in gear

Amount Realized (if sold) $ 0

Date: 11-15-16

Remarks: Transferred to Bone yard

Signed _____ **Signed** _____ 11/11/17

Title Parks Division Manager **Title** _____

Insured Date: _____ By: _____

Risk Management

ORIGINAL

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: Parks & Recreation (0180) Date: 11/18/16
(Department)

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
Trailer 16'6x8	17508-0	Austin Mach Works/2006
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
232686	TR296	
Other Description: Utility trailer		**GVW:**

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable

P.O. # _____ Improvement _____

Date Acquired: _____

Vendor Name: _____

Check No.: _____

Purchase Price: $ _____

Freight: $ _____

Installation: $ _____

Improvements: $ _____

Total Cost $ _____

DISPOSITION ☒ ☐ Not Applicable
TRANSFER ☐

To: _____

Transferred ____ Sold ____ Scrapped X

Traded ____ Trade-in Realized $ _____

Value on Records: $ _____

Reason for Disposal: Boneyard

Amount Realized (if sold) $ _____

Date: _____

Remarks: Transferred to Bone yard

Signed _____ **Signed** _____ 1/11/17

Title Parks Division Manager **Title** _____

Insured Date: _____ By: _____
Risk Management

BAY COUNTY BOCC
ACQUISITION AND DISPOSITION FORM

TO: Board of County Commissioners

FROM: Bay County Property Appraiser (Department) Date: 10-25-2016

Gentlemen:

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER	MAKE
MICRON NETFRAME 3550	15408-0/50502	MICRON
MODEL	**YEAR**	**MFG ID NUMBER**
NETFRAME 3550	2002	3292336-0001
Other Description: S/N ECHK2340419 retired GEO Server replaced with Asset ID 56555		

Acquisition or Disposition Data

ACQUIRED:	
P.O. #	Improvement
Date Acquired:	
Vendor Name:	
Check No.:	
Purchase Price:	$
Freight:	$
Installation:	$
Improvements:	$
Total Cost	$

DISPOSED OF:	
To:	
Transferred	Sold Junked XX
Traded	Trade-in Realized $
Value on Records:	$
Reason for Disposal:	Junk, Not in service.
Off Inventory.	
Amount Realized (if sold)	$
Date:	10-25-2016

Remarks: Retired, failed obsolete Geo-Map Server replaced with Lenovo Think Server, Asset ID # 56555 in 2015

Signed Dale Hardy
Title IT / Computers

Signed
Title

Insured Date

Request for Bay County BOCC Disposition

To: **Board of County Commissioners**

From: **Mark Andersen** **Date:** **October 7, 2016**

I am requesting the following changes shown below to the property in my custody for your approval.

Identification Data				
Name of the Item:	Canvassing Board Audio/Video System			
Asset ID Number:	County #:	51294	SOE#:	O0242
Make:				
Model:				
Year:	2010			
MFG ID Number:				
Other Description:	System includes dvd recorder, dvd, amps, mic mixers			

Request to Dispose:	
Reason for Disposal: Unable to repair, upgraded to newer audio/video system	
Check appropriate action taken below:	
Transferred To:	☐
Sold:	☐
Junked:	☒
Traded:	☐
Trade-in Value:	$
Current Value:	$
Date:	10 / 07 / 2016
Signature:	

Remarks: _____

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

ORIGINAL

TO: Finance

FROM: Public Works/Traffic Engineering (Department) Date: 10/10/2016

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
Sign Truck	15667	Ford/ F-450/ 2003
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
210353	P-188	1FDXF46P93ED16380
Other Description:		**GVW:**

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable

P.O. # _____ Improvement _____

Date Acquired: 2003

Vendor Name:

Check No.:

Purchase Price: $

Freight: $

Installation: $

Improvements: $

Total Cost $

DISPOSITION ☒ ☐ Not Applicable

TRANSFER ☐

To: Boneyard

Transferred ____ Sold ____ Scrapped X

Traded ____ Trade-in Realized $

Value on Records: $ 3,000.00

Reason for Disposal: High Mileage.

Exceeds service life.

Amount Realized (if sold) $

Date:

Remarks:

Signed _____ **Signed** _____

Title Traffic Operations Suuperintendant **Title** _____

Insured Date: _____ By: _____

Risk Management

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE
JAN 17 2017

TO: Board of County Commissioners

FROM: Bill Kinsaul, Clerk of Court & Comptroller

DATE: January 13, 2017

RE: Inventory Deletions

The Property Inventory Clerk has been requested to delete the following items from the County's inventory records:

Inventory Item	Explanation
Emergency Services	
Stretcher Property No. 56103	Item is obsolete and/or non-functional.
Stretcher Property No. 56104	Item is obsolete and/or non-functional.
Stretcher Property No. 56108	Item is obsolete and/or non-functional.
Stretcher Property No. 56109	Item is obsolete and/or non-functional.
Stretcher Property No. 56110	Item is obsolete and/or non-functional.
Riding Mower Property No. 55017	Item is obsolete and/or non-functional.
Riding Mower Property No. 55492	Item is obsolete and/or non-functional.

PHONE: 850-763-9061 · WEB SITE: www.baycoclerk.com
300 East 4th Street · P.O. Box 2269 · Panama City, Florida 32402-2269

Inventory Item	Explanation
Intergov't Radio Comm	
Computer Property No. 53457	Item is obsolete and/or non-functional.
Health Department	
Telephone System Property No. 54497	Telephone system updated.
Road Department	
Flat Bed Dump Truck F874 Property No. 15072-0	Item is obsolete and/or non-functional.
Truck P142 Property No. 15072-0	Item is obsolete and/or non-functional.
Utility Vehicle O279 Property No. 54211	Item is obsolete and/or non-functional.
Excavator E851 Property No. 13406-0	Item is obsolete and/or non-functional.
Gradall E870 Property No. 15549-0	Item is obsolete and/or non-functional.
Parks & Recreaction	
Trailer TR347 Property No. 14171-0	Item is obsolete and/or non-functional.
Trailer TR296 Property No. 17508-0	Item is obsolete and/or non-functional.
Property Appraiser	
Computer Processor Property No. 15408-0	Item is obsolete and/or non-functional.
Supervisor of Elections	
Canvassing Board System Property No. 51294	Item is obsolete and/or non-functional.

Inventory Item	Explanation
Traffic Engineering	
Sign Truck P188 Property No. 15667-0	Item is obsolete and/or non-functional.

The requested action is for the Board to authorize removal of these items from the County's inventory.

BK/dlfowler

BAY COUNTY BOCC
ACQUISITION/DISPOSITION
FORM

TO: Board of County Commissioners

FROM: Emergency Services/EMS (Department) Date: 10/4/16

Gentlemen:

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER	MAKE
Stryker Stretcher	56103	Stryker
MODEL	**COUNTY ID**	**MFG ID NUMBER/VIN**
Power Pro	Stretcher	SN 61240305
OTHER DESCRIPTION:		

Acquisition or Disposition Data

ACQUIRED:		DISPOSED OF:	
P.O. #	Improvement	To:	Stryker
Date Acquired:		Transferred	Sold Junked
Vendor Name:		Traded X	Trade-in Realized $ 1500.00
Check No.:		Value on Records:	$
Purchase Price:	$	Reason for Disposal:	Trade in for new Stretcher
Freight:	$		
Installation:	$		
Improvements:	$	Amount Realized (if sold)	$
Total Cost	$	Date:	10/4/16

Remarks:

Signed
Title Chief, Emergency Services Department

Signed
Title Chief, EMS Division

Insured Date

BAY COUNTY BOCC
ACQUISITION/DISPOSITION
FORM

TO: Board of County Commissioners

FROM: Emergency Services/EMS (Department) Date: 10/4/16

Gentlemen:

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER	MAKE
Stryker Stretcher	**56104**	**Stryker**
MODEL	**COUNTY ID**	**MFG ID NUMBER/VIN**
Power Pro	**Stretcher**	**SN 60539239**
OTHER DESCRIPTION:		

Acquisition or Disposition Data

ACQUIRED:	
P.O. #	Improvement
Date Acquired:	
Vendor Name:	
Check No.:	
Purchase Price:	$
Freight:	$
Installation:	$
Improvements:	$
Total Cost	$

DISPOSED OF:	
To:	Stryker
Transferred	Sold Junked
Traded X	Trade-in Realized $ 1500.00
Value on Records:	$
Reason for Disposal:	Trade in for new Stretcher
Amount Realized (if sold)	$
Date:	10/4/16

Remarks:

Signed
Title Chief, Emergency Services Department

Signed
Title Chief, EMS Division

Insured Date

BAY COUNTY BOCC
ACQUISITION/DISPOSITION
FORM

TO: Board of County Commissioners

FROM: Emergency Services/EMS (Department) Date: 10/4/16

Gentlemen:

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER	MAKE
Stryker Stretcher	56108	Stryker
MODEL	**COUNTY ID**	**MFG ID NUMBER/VIN**
Power Pro	Stretcher	SN 60539237
OTHER DESCRIPTION:		

Acquisition or Disposition Data

ACQUIRED:		DISPOSED OF:	
P.O. #	Improvement	To:	Stryker
Date Acquired:		Transferred	Sold Junked
Vendor Name:		Traded X	Trade-in Realized $ 1500.00
Check No.:		Value on Records:	$
Purchase Price:	$	Reason for Disposal:	Trade in for new Stretcher
Freight:	$		
Installation:	$		
Improvements:	$	Amount Realized (if sold)	$
Total Cost	$	Date:	10/4/16

Remarks:

Signed
Title Chief, Emergency Services Department

Signed
Title Chief, EMS Division

Insured Date

BAY COUNTY BOCC
ACQUISITION/DISPOSITION
FORM

TO: Board of County Commissioners

FROM: Emergency Services/EMS (Department) Date: 10/4/16

Gentlemen:

The following changes have occurred in the property in my custody. Please change your Property Record accordingly..

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER	MAKE
Stryker Stretcher	56109	Stryker
MODEL	**COUNTY ID**	**MFG ID NUMBER/VIN**
Power Pro	Stretcher	SN 61240306
OTHER DESCRIPTION:		

Acquisition or Disposition Data

ACQUIRED:	
P.O. #	Improvement
Date Acquired:	
Vendor Name:	
Check No.:	
Purchase Price:	$
Freight:	$
Installation:	$
Improvements:	$
Total Cost	$

DISPOSED OF:	
To:	Stryker
Transferred	Sold Junked
Traded X	Trade-in Realized $ 1500.00
Value on Records:	$
Reason for Disposal:	Trade in for new Stretcher
Amount Realized (if sold)	$
Date:	10/4/16

Remarks:

Signed
Title Chief, Emergency Services Department

Signed
Title Chief, EMS Division

Insured Date

BAY COUNTY BOCC
ACQUISITION/DISPOSITION
FORM

TO: Board of County Commissioners

FROM: Emergency Services/EMS (Department) Date: 10/4/16

Gentlemen:

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER	MAKE
Stryker Stretcher	56110	Stryker
MODEL	**COUNTY ID**	**MFG ID NUMBER/VIN**
Power Pro	Stretcher	SN 61240303
OTHER DESCRIPTION:		

Acquisition or Disposition Data

ACQUIRED:		DISPOSED OF:	
P.O. #	Improvement	To:	Stryker
Date Acquired:		Transferred	Sold Junked
Vendor Name:		Traded X	Trade-in Realized $ 1500.00
Check No.:		Value on Records:	$
Purchase Price:	$	Reason for Disposal:	Trade in for new Stretcher
Freight:	$		
Installation:	$		
Improvements:	$	Amount Realized (if sold)	$
Total Cost	$	Date:	10/4/16

Remarks:

Signed
Title Chief, Emergency Services Department

Signed
Title Chief, EMS Division

Insured Date

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: Fire Services (Department) Date: 12-8-2016

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
Husqvarna Riding Mower		LGT2654
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
	55017	Ser.# 121206B001234
Other Description:		**GVW:**

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable

P.O. # _____ Improvement _____

Date Acquired: _____

Vendor Name: _____

Check No.: _____

Purchase Price: $ _____

Freight: $ _____

Installation: $ _____

Improvements: $ _____

Total Cost $ _____

Effective Date: _____

DISPOSITION ☒ ☐ Not Applicable

TRANSFER ☐

To: Bone yard

Transferred ____ Sold ____ Scrapped X

Traded ____ Trade-in Realized $ _____

Value on Records: $ _____

Reason for Disposal: _____

Amount Realized (if sold) $ _____

Effective Date: _____

Remarks: _____

Signed _____ **Signed** _____

Title Chief of Emergency Services **Title** _____

Insured Date: _____ By: _____

Risk Management

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: Fire Services (Department) Date: 12-8-2016

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
John Deere Riding Mower		LT133
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
	55492	Ser.# MOL133A135058
Other Description:		**GVW:**

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable

P.O. # _____ Improvement _____

Date Acquired: _____

Vendor Name: _____

Check No.: _____

Purchase Price: $ _____

Freight: $ _____

Installation: $ _____

Improvements: $ _____

Total Cost $ _____

Effective Date: _____

DISPOSITION ☒ ☐ Not Applicable

TRANSFER ☐

To: Bone Yard

Transferred ____ Sold ____ Scrapped x

Traded ____ Trade-in Realized $ _____

Value on Records: $ _____

Reason for Disposal: _____

Amount Realized (if sold) $ _____

Effective Date: _____

Remarks: _____

Signed _____ **Signed** _____

Title Chief of Emergency Services **Title** _____

Insured Date: _____ By: _____

Risk Management

BAY COUNTY BOCC
ACQUISITION/DISPOSITION
FORM

TO: Board of County Commissioners

FROM: INTERGOV RADIO (Department) Date: 11-15-16

Gentlemen:

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER	MAKE
EOC#6	53457	HP
MODEL	**COUNTY ID**	**MFG ID NUMBER/VIN**
XW4300		S/N 2UA6230MTC
OTHER DESCRIPTION:		

Acquisition or Disposition Data

ACQUIRED:	
P.O. #	Improvement
Date Acquired:	
Vendor Name:	
Check No.:	
Purchase Price:	$
Freight:	$
Installation:	$
Improvements:	$
Total Cost	$

DISPOSED OF:	
To:	
Transferred ___ Sold ___ Junked X	
Traded ___ Trade-in Realized	$
Value on Records:	$
Reason for Disposal:	CEASED TO FUNCTION
Amount Realized (if sold)	$
Date:	

Remarks: **TEMPORARILY REPLACED WITH AN OLD COMPUTER FROM IT THAT IS NOT ON INVENTORY DUE TO IT WAS END OF LIFE. THEY ARE SETTING IT UP NOW TO SEE IF IT WILL EVEN WORK IN THE INTERIM.

Signed _____ Signed _____

Title 11-15-16 Title _____

Insured Date _____

BAY COUNTY BOCC
ACQUISITION AND DISPOSITION FORM

TO: Board of County Commissioners

FROM: Florida Department of Health in Bay County
(Department)

Date: 1/6/2017

Gentlemen:

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER	MAKE
Telephone System	54497	Presidio Network - Cisco
MODEL	**YEAR**	**MFG ID NUMBER**
MCS 7800	2012	
Other Description:		**GVW:**

Acquisition or Disposition Data

ACQUIRED:

P.O. # _____ Improvement _____
Date Acquired:
Vendor Name:
Check No.:
Purchase Price:
Freight:
Installation:
Improvements:
Total Cost

DISPOSED OF:

To: Surplus
Transferred ____ Sold ____ Junked ____
Traded ____ Trade-in Realized $ ____
Value on Records: $161,179.69
Reason for Disposal:

Amount Realized (if sold)
Date:

Remarks: Update was due to a significant cost savings and to the new State Contracted Vendor.

Signed TANYA SHARP for Douglas M. Kent
Title FDOH BAY COUNTY ADMINISTRATOR AND/OR DESIGNATED AUTHORITY 1-6-2017

Signed Tanya Sharp for Douglas M Kent
Title Administrative Assistant
Insured Date 1-6-17

COPY TO: RISK MANAGEMENT
PURCHASING DIVISION

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

ORIGINAL

TO: Board of County Commissioners

FROM: Roads & Bridges (Department) Date: 12/30/2016

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
2002 International 4700 Flat Bed Dump	15072-0	2002 International 4700 Flat Bed Dump
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
205546	F-874	1HTSCABRX24546233
Other Description: GVW: 35,000 lb		

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable

P.O. # _____ Improvement _____

Date Acquired: _____

Vendor Name: _____

Check No.: _____

Purchase Price: $ _____

Freight: $ _____

Installation: $ _____

Improvements: $ _____

Total Cost $ _____

DISPOSITION ☒ ☐ Not Applicable

TRANSFER ☐

To: Bone Yard

Transferred ____ Sold ____ Scrapped ____

Traded ____ Trade-in Realized $ _____

Value on Records: $ _____

Reason for Disposal: _____

Amount Realized (if sold) $ _____

Date: _____

Remarks: Replaced with F-872 -

Aug 20, 2015 - per Doris Fowler- Finance - info original purchase $51,750.00

Signed David Tharp 1/9/17

David Tharp, Mgr R&B Dept 12/30/16

Title

Signed _____

Title _____

Insured Date: _____ By: _____

Rev 021612

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

ORIGINAL

TO: Board of County Commissioners

FROM: Roads & Bridges (Department) Date: 10/11/2016

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
½ Ton Pickup Truck	53769	Ford / F150 / 2001
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
198685	P-142	1FTRF17W41NB23097
Other Description:		**GVW:**

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable	
P.O. #	Improvement
Date Acquired:	
Vendor Name:	
Check No.:	
Purchase Price:	$
Freight:	$
Installation:	$
Improvements:	$
Total Cost	$

DISPOSITION ☒ ☐ Not Applicable TRANSFER ☐	
To:	Majette Yard - Boneyard
Transferred	Sold / Scrapped
Traded	Trade-in Realized $
Value on Records:	$
Reason for Disposal:	Age
Mileage :	
Amount Realized (if sold)	$
Date:	

Remarks:

Signed [signature] 10/13/16 **Signed**

Title Roads & Bridges Division Mgr **Title**

Insured Date: By:

Risk Management

Rev 021612

ORIGINAL

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: Roads & Bridges (Department) Date: 10/11/16

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
Utility Vehicle	54211	2002 John Deere Gator
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
N/A	O-279	W006X4X067698
Other Description:		**GVW:**

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐Not Applicable	
P.O. #	Improvement
Date Acquired:	
Vendor Name:	
Check No.:	
Purchase Price:	$
Freight:	$
Installation:	$
Improvements:	$
Total Cost	$

DISPOSITION ☒ ☐ Not Applicable TRANSFER ☐	
To:	Majette Yard - Boneyard
Transferred	Sold Scrapped
Traded	Trade-in Realized $
Value on Records:	$
Reason for Disposal:	
Mileage :	
blown head gasket	
Amount Realized (if sold)	$
Date:	

Remarks: Xferrred from Nosq Control 9/8/2009- used for herbiciding

Signed [signature] 10/13/16 **Signed**

Title Roads & Bridges Division Mgr **Title**

Insured Date: _____ By: _____

Risk Management

Rev 021612

ORIGINAL

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: Roads & Bridges (Department) Date: 1/9/2017

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
Samsung SE50-3 Excavator	13406-0	1999 Samsung SE50-3
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
n/a	E-851	AFY1529
Other Description: GVW: 35,000 lb - Crawler Back Hoe (small)		

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable

P.O. # _____ Improvement _____

Date Acquired: _____

Vendor Name: _____

Check No.: _____

Purchase Price: $ _____

Freight: $ _____

Installation: $ _____

Improvements: $ _____

Total Cost $ _____

DISPOSITION ☒ ☐ Not Applicable
TRANSFER ☐

To: Bone Yard

Transferred ____ Sold ____ Scrapped ____

Traded ____ Trade-in Realized $ _____

Value on Records: $ _____

Reason for Disposal: _____

Amount Realized (if sold) $ _____

Date: _____

Remarks: Replaced with E-869 - PO 20160615 – info original purchase $48,830.88 PO 991409- 4/16/1999

Signed David Tharp 1/11/17 **Signed** _____

Title David Tharp, Mgr R&B Dept 1/9/2017 **Title** _____

Insured Date: _____ By: _____

Rev 021612

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

ORIGINAL

TO: Board of County Commissioners

FROM: Roads & Bridges (Department) Date: 1/9/17

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
Gradall XL3100	15549-0 (54197)	2003 Gradall XL3100
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
240335	E-870	319341
Other Description: GVW:		

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable

P.O. # _____ Improvement _____

Date Acquired: _____

Vendor Name: _____

Check No.: _____

Purchase Price: $ _____

Freight: $ _____

Installation: $ _____

Improvements: $ _____

Total Cost $ _____

DISPOSITION ☒ ☐ Not Applicable

TRANSFER ☐

To: Boneyard – Majette Yard

Transferred ____ Sold ____ Scrapped ____

Traded ____ Trade-in Realized $ _____

Value on Records: $ _____

Reason for Disposal: _____

Amount Realized (if sold) $ _____

Date: _____

Remarks: – $189,683.50 - PO # 20030321 - 1/24/2003

E-870 will be replaced by E-879 (po 20160226)

Signed _____ **1/9/2017** **Signed** _____

Title Roads & Bridges Dept Mgr **Title** _____

Insured Date: _____ By: _____

Risk Management

Rev 021612

ORIGINAL

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: Parks & Recreation (Department) Date: 11-15-16

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
Utility Trailer 16x8	14171-0	AMW Dovetail 2000
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
196820	TR-347	
Other Description:	**GVW:**	

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable

P.O. # _____ Improvement _____

Date Acquired: _____

Vendor Name: _____

Check No.: _____

Purchase Price: $ _____

Freight: $ _____

Installation: $ _____

Improvements: $ _____

Total Cost $ _____

DISPOSITION ☒ ☐ Not Applicable

TRANSFER ☐

To: Boneyard

Transferred ____ Sold ____ Scrapped X

Traded ____ Trade-in Realized $ _____

Value on Records: $ 0

Reason for Disposal: in gear

Amount Realized (if sold) $ 0

Date: 11-15-16

Remarks: Transferred to Bone yard

Signed _____ **Signed** _____ 11/11/17

Title Parks Division Manager **Title** _____

Insured Date: _____ By: _____

Risk Management

ORIGINAL

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

TO: Board of County Commissioners

FROM: Parks & Recreation (0180) Date: 11/18/16
(Department)

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
Trailer 16'6x8	17508-0	Austin Mach Works/2006
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
232686	TR296	
Other Description: Utility trailer		**GVW:**

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable

P.O. # _____ Improvement _____

Date Acquired: _____

Vendor Name: _____

Check No.: _____

Purchase Price: $ _____

Freight: $ _____

Installation: $ _____

Improvements: $ _____

Total Cost $ _____

DISPOSITION ☒ ☐ Not Applicable
TRANSFER ☐

To: _____

Transferred ____ Sold ____ Scrapped X

Traded ____ Trade-in Realized $ _____

Value on Records: $ _____

Reason for Disposal: Boneyard

Amount Realized (if sold) $ _____

Date: _____

Remarks: Transferred to Bone yard

Signed _____ **Signed** _____ 1/11/17

Title Parks Division Manager **Title** _____

Insured Date: _____ By: _____
Risk Management

BAY COUNTY BOCC
ACQUISITION AND DISPOSITION FORM

TO: Board of County Commissioners

FROM: Bay County Property Appraiser (Department) Date: 10-25-2016

Gentlemen:

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER	MAKE
MICRON NETFRAME 3550	15408-0/50502	MICRON
MODEL	**YEAR**	**MFG ID NUMBER**
NETFRAME 3550	2002	3292336-0001
Other Description: S/N ECHK2340419 retired GEO Server replaced with Asset ID 56555		

Acquisition or Disposition Data

ACQUIRED:	
P.O. #	Improvement
Date Acquired:	
Vendor Name:	
Check No.:	
Purchase Price:	$
Freight:	$
Installation:	$
Improvements:	$
Total Cost	$

DISPOSED OF:	
To:	
Transferred	Sold Junked XX
Traded	Trade-in Realized $
Value on Records:	$
Reason for Disposal:	Junk, Not in service.
Off Inventory.	
Amount Realized (if sold)	$
Date:	10-25-2016

Remarks: Retired, failed obsolete Geo-Map Server replaced with Lenovo Think Server, Asset ID # 56555 in 2015

Signed Dale Hardy
Title IT / Computers

Signed
Title

Insured Date

Request for Bay County BOCC Disposition

To: **Board of County Commissioners**

From: **Mark Andersen** **Date:** **October 7, 2016**

I am requesting the following changes shown below to the property in my custody for your approval.

Identification Data				
Name of the Item:	Canvassing Board Audio/Video System			
Asset ID Number:	County #:	51294	SOE#:	O0242
Make:				
Model:				
Year:	2010			
MFG ID Number:				
Other Description:	System includes dvd recorder, dvd, amps, mic mixers			

Request to Dispose:	
Reason for Disposal: Unable to repair, upgraded to newer audio/video system	
Check appropriate action taken below:	
Transferred To:	☐
Sold:	☐
Junked:	☒
Traded:	☐
Trade-in Value:	$
Current Value:	$
Date:	10 / 07 / 2016
Signature:	

Remarks: _____

BAY COUNTY BOCC
ACQUISITION, DISPOSITION AND TRANSFER FORM

ORIGINAL

TO: Finance

FROM: Public Works/Traffic Engineering (Department) Date: 10/10/2016

The following changes have occurred in the property in my custody. Please change your Property Record accordingly.

IDENTIFICATION DATA

NAME OF ITEM	ASSET ID NUMBER (Assigned By Finance)	MAKE/MODEL/YEAR
Sign Truck	15667	Ford/ F-450/ 2003
TAG NUMBER	**COUNTY ID NUMBER (Assigned by Purchasing)**	**MFG ID NUMBER / VIN**
210353	P-188	1FDXF46P93ED16380
Other Description:		**GVW:**

Acquisition, Disposition and Transfer Data

ACQUISITION: ☐ Not Applicable

P.O. # _____ Improvement _____

Date Acquired: 2003

Vendor Name:

Check No.:

Purchase Price: $

Freight: $

Installation: $

Improvements: $

Total Cost $

DISPOSITION ☒ ☐ Not Applicable

TRANSFER ☐

To: Boneyard

Transferred ____ Sold ____ Scrapped X

Traded ____ Trade-in Realized $

Value on Records: $ 3,000.00

Reason for Disposal: High Mileage.

Exceeds service life.

Amount Realized (if sold) $

Date:

Remarks:

Signed _____ **Signed** _____

Title Traffic Operations Suuperintendant **Title** _____

Insured Date: _____ By: _____

Risk Management

Bay County Board of County Commissioners
Agenda Item Summary

Citizen's Oversite Committee Confirmation

DEPARTMENT MAKING REQUEST/NAME:
County Manager's Office Robert J. Majka Jr., County Manager

MEETING DATE: 2/7/2017

REQUESTED MOTION/ACTION:
Board to review and confirm the following appointments for the Citizen's Oversight Committee for Infrastructure Surtax.

AGENDA
County Manager's Office - Consent

BUDGETED ITEM? N/A
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
N/A

BACKGROUND:
On December 20th, 2016, the Board of Bay County Commissioners approved a resolution establishing a nine person Citizen's Oversight Committee to review the expenditure of the proceeds of the Surtax. The advertisement for the committee was put on the Bay County website and the attached letters of interest (**Exhibit 1)** were received and reviewed. Appointment recommendations are as follows:

District I Francisco Hernandez term to expire December 31, 2020.

District II Frank Hall term to expire December 31, 2018

District III Will Cramer term to expire December 31, 2020

District IV Greg Frith term to expire December 31, 2018

District V Paul Busuttil term to expire December 31, 2020.

Bay County Chamber of Commerce Doug Moore term to expire January 31, 2019.

Panama City Beach Chamber of Commerce Jeremy Bennett term to expire January 31, 2019.

Economic Development Alliance Ben Lee term to expire January 31, 2019.

The ninth appointment is an at-large seat and will be chosen at a later date by the other members of the Oversight Committee and then confirmed by the Bay County Board of County

Commissioners.

ATTACHMENTS:

Description	Type
Citizen's Oversite Committee Confirmation Exhibit 1	Exhibit

Sherri Hardy

From: daniel duda <danduda@comcast.net>
Sent: Tuesday, December 20, 2016 6:01 PM
To: Board Commissioners
Subject: Request for Consideration To Serve on a Committee

This request is being forwarded to the County Manager for consideration by the Board of County Commissioners.

Greetings, Mr. Majka:

My name is Dan Duda and (years ago), I "served in your shoes". In this year's local election, I voted for passage of the 1/2 cent surtax to maintain and upgrade infrastructure. My experience while in your position provided me with a good understanding about the relationship between community growth and the demands on government. While adverse to taxation (like most good citizens), I can readily recall similar tax issues in past years that (when ultimately resolved),resulted in prudent and judicious use of taxpayers' money, including challenges to the County's successful transition into waste-to-energy power co-generation, and the School District's use of a similar consumer tax.

I have absolutely no reason to suspect that revenue resulting from the recent tax just approved by the local electorate will be misappropriated toward projects other than infrastructure maintenance and upgrade. I am simply requesting appointment to the Oversight Committee discussed at today's BOCC meeting because (now retired) and being a full time resident, I would like to offer my background and knowledge of tax and revenue uses to the Oversight Committee.

Sincerely,

Dan Duda

Sherri Hardy

From: Tim Farrell <tim.farrell97@gmail.com>
Sent: Friday, December 23, 2016 9:16 AM
To: Sherri Hardy
Subject: Surtax Oversight Committee volunteers
Attachments: OversightCommittee.doc

Dear Ms. Hardy,

Please find attached my letter of interest to serve
as a volunteer on the Surtax Oversight Committee.
Should you require anything further, please let me know.

Thank you,

Tim Farrell
Farrell Realty & Insurance Agy Inc.
(850) 265-2181

FARRELL REALTY INSURANCE
SINCE 1955 AGENCY, INC.

December 23rd, 2016

Sherry Hardy
Bay County Commission
840 W 11th Street
Panama City Fl 32401

Re: Bay County Surtax Oversight Committee Volunteers

Dear Ms. Hardy,

I would like to offer my services as a volunteer for the Bay County Surtax Oversight Committee. Being a life long resident of Bay County, I have seen the County's growth first hand and would welcome assisting its future potential. I own and operate Farrell Realty & Insurance Agency Inc. that was established in 1955. Being a business owner, I know the importance of prioritizing and being frugal with one's money. I am a graduate of Florida State University in Tallahassee with a Bachelor of Science degree in Risk Management and Insurance.

Should you require any other information, please do not hesitate to contact me.

Thank you,

Timothy (Tim) M. Farrell

Timothy M. Farrell

PO Box 250 701 Ohio Avenue Lynn Haven, Fl 32444
(850) 265-2181 (P) (850) 271-4075 (F)
Email: Tim.farrell97@gmail.com

Sherri Hardy

From: Martin Jacobson <mjjflorida@gmail.com>
Sent: Friday, December 23, 2016 5:27 PM
To: Sherri Hardy
Subject: Oversight Committee

Provided it does not interfere with my work schedule and is not a conflict of interest, I am interested in serving on the committee. I'm serious.

Martin Jacobson (yes, your Martin Jacobson)

PS: Enjoy wading through all the emails you receive.

Sherri Hardy

From: Maxwell Miller <maxwellmiller49@gmail.com>
Sent: Monday, December 26, 2016 8:57 AM
To: Sherri Hardy
Subject: Bay County Tax Oversight Committee

Sherry,
Could you please give me some more information on what would be expected of volunteers for the oversight committee, such as how often it would meet and how much time is anticipated for the position. Thanks. max m.
--
Maxwell R. Miller
MCS General Contractors, Inc.
703 Bunkers Cove Rd.
Panama City, FL 32401
850-527-1414

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you have received this e-mail and are not the intended recipient, please contact the sender by replay e-mail and destroy all copies of this original message.

Sherri Hardy

From: rgutagbbc@knology.net
Sent: Monday, December 26, 2016 11:33 AM
To: Sherri Hardy
Subject: Oversight Committee

I am interested in serving on the Citizen's Oversight Committee representing any of the county commissioners. I have been a resident of Bay County for 38 years. I worked as an engineer for a defense contractor on NSA for 10 years before entering the ministry. I've been at Gulf Beach for 27 years. I am currently serving on the Board of Directors of the Florida Baptist Financial Services and have been a volunteer chaplain for the Panama City Police Department since 2003.

Rudie Guta

Associate Pastor
The Church at the Beach
Gulf Beach Baptist Church
10620 Hutchison Blvd.
Panama City Beach, FL 32407
(850) 234-8892
www.tcatb.com
<)))><

Sherri Hardy

From: Chad.Wooten@Ferguson.com
Sent: Thursday, December 22, 2016 10:29 PM
To: Sherri Hardy
Subject: Surtax Oversight Committee

Ms. Hardy,

I would like to be considered to participate on the oversight committee as one of the seats selected by the county commission. What is the application process?

Chad Wooten
1116 Arthur Avenue
Panama City, Florida 32401
Phone: 850-527-0148
Email: chad.wooten@ferguson.com

Sherri Hardy

From: Josh Petty <josh@disposalservicesllc.com>
Sent: Tuesday, December 27, 2016 2:16 PM
To: Sherri Hardy
Subject: Infrastructure Surtax Oversight Committee

Ms. Hardy,

I would like to submit my name for consideration (at large) for the Infrastructure Surtax Oversight Committee. I am a lifelong resident and a businessman with a fleet of large vehicles on the roads daily and have a working knowledge of the conditions of the infrastructure issues facing Bay County. I feel I can be of service to Bay County in this capacity.

Thank You,

Joshua Petty
850-819-3713

Sherri Hardy

From: Alan Tremaine <onklal@aol.com>
Sent: Wednesday, December 28, 2016 9:55 AM
To: Sherri Hardy
Subject: Oversight Committee Volunteer

I am very interested in serving on the Bay County Oversight haft cent tax committee. I am fully retired and worked for the US Air Force for 54 years. I spent 20 years in the military and 34 years ass a civilian and worked as the Lodging manager at Tyndall AFB. As the lodging manager, I supervised over 100 personnel in various positions in the hospitality field. Oversaw over $1M in construction/renovation projects almost on a yearly basis for over 20 years. I have lived in Bay County since 1977.

Name: Alan D. Tremaine
Address: 5816 Hwy 2297 (Allanton) by Eastern Shipyards
Reside in District 4, Bay County, FL 32404
HP: 850-871-0470

Sherri Hardy

From: Michael Purvis <mjpurvis62@gmail.com>
Sent: Wednesday, December 28, 2016 5:07 PM
To: Sherri Hardy
Subject: Citizens Oversight Committee

Ms. Hardy
Please consider this my letter of interest to be a member of the Citizens Oversight Committee for the half cent sales tax surcharge.

I served the citizens of Bay County as a law enforcement officer for 31 years retiring from the Bay County Sheriff's Office in February of 2014.

Since retiring I have looked for a way to continue my service and I feel that this would be a perfect way to do that.

Any consideration is greatly appreciated.

Sincerely
Mike Purvis
241 Middleburg Drive
Panama City Beach FLORIDA 32413

Sherri Hardy

From: Josh Scribner <josh@seltzermanagement.com>
Sent: Thursday, December 29, 2016 9:22 AM
To: Sherri Hardy
Subject: Letter of Interest - Surtax Infrastructure Committee - Joshua Scribner
Attachments: Scribner, Joshua - Letter of Interest - Surtax Committee.pdf

Good Morning Ms. Hardy,

Please find attached a letter expressing my interest in being a part of the Infrastructure Surtax Citizen's Oversight Committee. If you require any additional information please don't hesitate to reach out via email or phone.

With Regards,
Josh Scribner

Joshua Scribner
Credit Underwriter
Seltzer Management Group, Inc.
Office: 850-233-3616 Ext. 274

December 29, 2016

Bay County Infrastructure Surtax Citizen's Oversight Committee
Letter of Interest

Dear Ms. Hardy,

I am writing this letter to express my interest in serving on the Bay County Infrastructure Surtax Citizen's Oversight Committee (the "Committee"); specifically in one of the seats that will be appointed by the Bay County Commission or Bay County Chamber of Commerce. As a lifelong resident of Bay County, I am proud of where I have been raised and where I now raise my own family. Our area has been blessed with tremendous growth over the years. The addition of several thousand new Bay County residents to our infrastructure has resulted in some strains and was the reason I personally voted for this new tax. The efficient and effective utilization of the funds generated from the half-cent sales tax can alleviate some of the resulting "growing pains" and improve our infrastructure for the inevitable continuation of growth in the future.

My education and work experience consist of a Bachelor's of Science degree with a major in finance, multiple years as a Bank Manager, Commercial Loan Portfolio Manager, V.P. of Bank Operations/Branch Coordination and I now serve in an underwriting capacity for the feasibility analysis/review and recommendation of low-income housing developments throughout the State of Florida at a company contracted with Florida Housing Finance Corporation.

It is based on my education, experience, skill set and love for this community that I respectfully request your support in being appointed to the Committee.

Thank you for your consideration.

With Regards,

Joshua Scribner

2003 Clay Avenue
Panama City, FL 32405
(850) 819-8088
scribjosh@gmail.com

Sherri Hardy

From: Josh Scribner <josh@seltzermanagement.com>
Sent: Thursday, December 29, 2016 9:28 AM
To: Sherri Hardy
Subject: RE: Letter of Interest - Surtax Infrastructure Committee - Joshua Scribner

Thank you Ms. Hardy. I will keep an eye out for the follow up email. Hope you have a nice New Year's.

Regards,
Josh

From: Sherri Hardy [mailto:shardy@baycountyfl.gov]
Sent: Thursday, December 29, 2016 9:25 AM
To: 'Josh Scribner'
Subject: RE: Letter of Interest - Surtax Infrastructure Committee - Joshua Scribner

Good morning,

Thank you for your interest in the Citizen's Oversight Committee. I will print your email and submit it for review. We will send out a follow up email once the selections have been made.
Respectfully,

Sherri Hardy
Executive Assistant
Bay County Commissioners
850-248-8140

From: Josh Scribner [mailto:josh@seltzermanagement.com]
Sent: Thursday, December 29, 2016 9:22 AM
To: Sherri Hardy <shardy@baycountyfl.gov>
Subject: Letter of Interest - Surtax Infrastructure Committee - Joshua Scribner

Good Morning Ms. Hardy,

Please find attached a letter expressing my interest in being a part of the Infrastructure Surtax Citizen's Oversight Committee. If you require any additional information please don't hesitate to reach out via email or phone.

With Regards,
Josh Scribner

Joshua Scribner
Credit Underwriter
Seltzer Management Group, Inc.
Office: 850-233-3616 Ext. 274

Sherri Hardy

From: Brett Chabert <burntpowder@gmail.com>
Sent: Thursday, December 29, 2016 2:42 PM
To: Sherri Hardy
Subject: Surtax Oversight Committee
Attachments: Brett A Chabert's resume 16.12.29.pdf

Sherry,

Please consider this message as my letter of interest to serve on the Surtax Oversight Committee. As you can see from my attached resume, I have 29 years of experience working on major civil construction projects across the country.

I would prefer to fill the final slot nominated by the committee but would gladly accept any of the eight other positions.

Thank you and Happy New Year,

Brett Chabert
702-533-8099

Brett A Chabert
1729 Vecuna Circle| Panama City Beach FL 32407 || 702.533.8099 burntpowder@gmail.com

Education: 1987, Louisiana State University, **Bachelor of Science, Civil Engineering**

Experience:

2013 – Present Tutor Perini Corporation, Sr. Project Engineer, Central Subway Project, San Francisco, CA, $840 million, responsible for Union Square/Market Street and Chinatown Stations.

2012 – 2013 Walsh Construction Company, General Superintendent, Daniel Boone Bridge Project, St Louis, MO, $111 million; responsibilities include all aspects of managing the field.

2011 – 2012 Tutor Perini Corporation, Assistant Project Manager, FLL 9R-27L Runway Expansion Project, Fort Lauderdale, $175 mill; responsibilities included buyout, subcontractor coordination, safety, quality control, liaising with the Owner.

2010 – 2011 Tutor-Saliba Corporation, Project Manager, I-5 Antlers CIP Box Segmental Bridge Project, Lakehead, CA, $125 mill; responsible for all aspects of the project.

2009 – 2010 Perini Building Corporation, Engineering Manager, Terminal 3, McCarran International Airport, Las Vegas, NV, $1.4 billion; responsible for all engineering aspects of the project and managed a staff of 10+.

2006 – 2009 Tutor-Saliba Corporation, Engineering Manager, Encore at Wynn Las Vegas, Las Vegas, NV, $1.3 billion; responsible for all engineering aspects of the project and managed a staff of 15+.

2004 – 2006 T. Baird & Associates, Assistant Project Manager, Lake Town Wharf, Shores of Panama and Tidewater high-rise condominium projects, Panama City Beach, FL, $400 mill combined; assisted in buyout, design, subcontractor and field coordination; liaised with various Owners.

2000 – 2004 Tutor-Saliba Corporation, Project Engineer, Richmond San Rafael Bridge Seismic Retrofit Project, $750 mill; responsible for foundation aspects of the project and managed foundation subcontractor.

1997 – 2000 Tutor-Saliba Corporation, Project Engineer, SFO North Parking Garage, $60 mill; responsible for scheduling, subcontractor coordination, submittals, quantities, payment apps, liaising with Owner.

1995 – 1997 Ronald Adams Contractor, Inc., Project Manager, numerous small earthwork and roadway projects; responsible for all aspects of the work.

1993 – 1995 TL James Construction, Inc., Project Engineer, I-49 through Alexandria, LA, $49 mill; responsible for scheduling, subcontractor coordination, submittals, quantities, payment apps, liaising with Owner.

1990 – 1993 Misener Marine Construction, Inc., Project Engineer, Edison Bridge Replacement Project, Fort Myers, FL, $47 mill; responsible for scheduling, subcontractor coordination, submittals, quantities, payment apps, liaising with Owner.

1987 – 1990 Traylor Bros., Inc., Field Engineer, Howard Franklin Bridge, Tampa, FL, $45 mill.

Aptitudes: Proficient with MS Office, Prolog, Constructware, Expedition.

Professional References Available

William F. Hodgkins
2115 Country Club Dr.
Lynn Haven, FL 32444

January 3, 2017

Bay County
Board of County Commissioners
840 W. 11th St.
Panama City, FL 32401

To Whom It May Concern,

This letter is in response to the announcement posted on the Bay County Website notifying that the Bay County Board of Commissioners is seeking applicants for appointment to the Bay County Infrastructure Surtax Oversight Committee. The announcement requests a letter of interest be submitted to the Board by citizens of Bay County who may have an interest in being appointed to this Committee, along with the applicants contact information and identification of the seat being requested on the Committee.

Please accept this letter indicating my interest to be considered for appointment to the Infrastructure Surtax Oversight Committee. This Committee will help provide valuable transparency to the expenditure of Infrastructure Surtax funds collected by the County, and assist the County Commissioners in ensuring that available funding is appropriately directed to critical and prioritized infrastructure needs. Understanding the importance of this service, I would request a nomination via one of the County Commissioners' quotas to fill a seat on the Oversight Committee.

If further information is needed, I can be contacted by telephone at (719) 313-2807, or by email at wfhodgkins@gmail.com.

Sincerely,

Bill Hodgkins

William F. Hodgkins
Major General, USAF-retired

BIOGRAPHY

William F. (Bill) Hodgkins

Major General,
United States Air Force – Retired

Senior Executive,
The Boeing Company – Retired

wfhodgkins@gmail.com
(Tel: 719-313-2807)

William F. (Bill) Hodgkins retired from the United States Air Force in October 2006 as a Major General after completing 32 years of service. Bill was a career fighter pilot with over 3500 flying hours in a variety of aircraft, and served in key operational flying and Senior Staff tours of duty, including commanding two F-15 fighter wings at Soesterberg Air Base, The Netherlands and Tyndall Air Force Base, Florida. After his retirement he accepted a position with The Boeing Company as a Senior Executive for Boeing's Defense, Space & Security business. As a Boeing Senior Executive, Bill was responsible for Boeing's Marketing and Business Development Offices in Colorado Springs, Denver, Los Angeles, Omaha, San Antonio, Albuquerque, and Shreveport. After retiring from The Boeing Company in 2012, Bill relocated to Tallahassee Florida, then to Lynn Haven (Bay County) Florida in 2014 where he now works part-time as a Defense & Aerospace Consultant.

As a Bay County resident, Bill actively supports Bay County government and the Board of County Commissioners as an appointed member of the County's Value Adjustment Board, one of two citizen members that serve with the Commissioners and a Board of Education representative on this State-mandated Board. He also serves as Chairman of the Advisory Board for the City of Lynn Haven's Community Redevelopment Agency (CRA). Additionally, Bill served in a volunteer capacity as U.S. Rep. Gwen Graham's Military Service Academy Selection Committee Lead for Florida's 2nd Congressional District. He is involved in the Community as an International Rotary Club member, and sits on the Board of Directors of the Rotary Club of Panama City. He is a member of the Bay County Chamber of Commerce and the Chamber's Military Affairs and Governmental Affairs Committees. He is well versed in Civic engagement, having served previously in Colorado as the Chairman of the Colorado Springs Chamber of Commerce Board of Directors, and was also a member of the Denver (CO) Chamber of Commerce Board of Governors. He was a founding member of the Southern Colorado Economic Forum, and served on the Board of Directors for the Colorado Springs Economic Development Corporation. He has also previously served in an advisory capacity to elected officials as a member of U.S. Representative Doug Lamborn's (R-CO) Defense Advisory Board, former Senator Mark Udall's (D-CO) Military Affairs Advisory Board, Colorado Governor John Hickenlooper's Aerospace Advisory Board, and as a civic advisor to the former Colorado Springs Mayor, Steve Bach.

Bill received both his Bachelor and Master degrees in Education from Auburn University. He has attended Carnegie-Mellon's Program for Executives and the John F. Kennedy School of Government's International Security Program at Harvard University, as well as the U.S. Air Force's Air War College and numerous Corporate and Senior Professional Military Leadership courses.

Sherri Hardy

From: Anderson Edwards <andersonedwards4@gmail.com>
Sent: Friday, January 06, 2017 11:03 AM
To: Sherri Hardy
Subject: Letter of Interest - Tax Oversight Committee
Attachments: TaxOversightLtrIntent.PDF

Ms. Hardy,

Please consider my attached letter of interest to serve on the Citizen's Oversight Committee. I can be reached at 850-248-1517 or 850-276-1999 if you have questions.

Thanks,

Anderson Edwards

January 6, 2017

Sherry Hardy
840 West 11th Street
Panama City FL 32401

Dear Ms. Hardy:

I am interested in serving on the Citizen's Oversight Committee to review expenditures of the recently passed infrastructure sales surtax. I wish to fill one of the five seats nominated by commissioners.

My Master's Degree in Business Administration has prepared me to ensure proceeds from the half-cent sales tax are spent in accordance with the law. As a retired Air Force Chief Master Sergeant, born and educated in Bay County, I bring 30 years of military administrative, personnel, education, and inspector general experience to this oversight committee.

I offer committed governmental and not-for-profit oversight understanding – 8 years Lynn Haven Planning Commissioner, Past Chair Anchorage Children's Home Board of Director, Macedonia Baptist Church Finance Committee member, and CEO for local Disabled American Veterans Chapter 17 also serving as Service Officer. My experience in the financial business world as a 14-year member of the Board of Directors with a Certified Volunteer Expert Designation for a $1.2 billion Federal Credit Union makes me the perfect choice to evaluate expenditures.

I hope my brief description of my qualifications indicate my genuine desire to put my skills in oversight to work for my community. Please call me at 850-248-1517 or 850-276-1999 to further discuss or answer any questions you might have. My email address is andersonedwards4@gmail.com.

Sincerely yours,

Anderson Edwards

Anderson Edwards
1517 Arkansas Avenue
Lynn Haven FL 32444

Sherri Hardy

From: Harold Beyer <harold.beyer@att.net>
Sent: Friday, January 06, 2017 12:37 PM
To: Sherri Hardy
Subject: Infrastructure Tax Oversight Committee - Volunteer
Attachments: H Beyer Bio.pdf

I would like to be considered for the oversight committee for a seat sponsored by Commissioners Carroll, Dozier or Tunnell or as the at-large delegate. Resume attached. I can be contacted as follows:

Harold L Beyer

harold.beyer@att.net

850-871-2775 (home)

850-890-5259 (cell)

Thank you for your consideration. HL Beyer

Harold L Beyer

518 South Star Ave, Panama City, FL 32404

H: 850-871-2775, C: 850-890-5259, harold.beyer@att.net

Work History:

Aug. 2013 - Present	**Consultant/Trainer/Accountant**	**BAYSOLUTIONS** **Panama City, FL**
Sept. 2009 to Oct. 2012	**Manager Procurement, Strategic Raw Materials**	**Arizona Chemical Co** **Panama City, FL**
	Responsible for procurement of 400,000+ tons of raw materials exceeding $120,000,000 in value.	
April 2003	**Plant Manager**	**Arizona Chemical** **Panama City, FL**
	Safety, environmental, operational, and budget responsibility for 200 employee manufacturing site. Responsible for the negotiation of 3 union contracts	
Sept. 1999	**Plant Manager**	**Arizona Chemical** **Port St Joe, FL**
	Full responsibility for a 95 employee manufacturing site.	
Feb. 1997	**Plant Manager**	**Arizona Chemical** **Picayune, MS**
	Full responsibility for a 45 employee manufacturing site.	
March 1994	**Manager, Operations Planning**	**Arizona Chemical** **Panama City, FL**
	Responsible for scheduling manufacturing at 8 US sites.	

Oct. 1986	**Production Superintendent**	**Arizona Chemical** **Port St Joe, FL**
	Responsible for a rosin upgrade production and packaging unit.	
Sept. 1979	**R&D, Process Chemist**	**Sylvachem Corp** **Panama City, Port St Joe**
	Development and scale-up of rosin esters and resin dispersions.	
Aug. 1976	**R&D Technician**	**Sylvachem Corp** **Panama City, FL**
April 1976	**Lab Technician**	**NW FL Arthropod Lab** **Panama City, FL**
Education:		
12-16-1989	**BS Accounting**	**Florida State University**
3-25-1980	**MBA**	**University of West Florida**
6-1-1975	**BS Chemistry**	**Ursinus College** **Collegeville, PA**
Volunteer Service:		
2014 - Present	**Volunteer Tax Preparer**	**AARP Tax-Aide, Bay County Fair Grounds**
1993 – 2011	**Member, Board of Directors**	**Tyndall Federal Credit Union, Panama City, FL**
	Served as Board secretary, treasurer, building committee chair.	
1998 - Present	**Current Treasurer**	**Lynn Haven Rotary Club**

	Past president	**East Bay Rotary Club**
	Paul Harris Fellow (2008)	
	Past member	**Port St Joe, Picayune MS Rotary Clubs**
2003 – 2009	**Member, Manufacturers' Round Table**	**Bay County Economic Development Alliance**

Other:

2006	**Oxford Programme on Negotiation**	**Said Business School, University of Oxford**
1968	**Eagle Scout**	**Boy Scouts of America**

Outside Interests:

Sailing, travel, triathlon, open water swimming.

Sherri Hardy

From: Johnson, Michael <mjohnson@pcgov.org>
Sent: Friday, January 06, 2017 4:29 PM
To: Sherri Hardy
Subject: Oversight Committee
Attachments: OVERSIGHT COMMITTEE LTR_20170106162636.pdf

Good Afternoon,

Please see attached letter. If you have any questions, feel free to contact me.

Have a great weekend!

Regards,

--
Michael Johnson
CITY OF PANAMA CITY
Director, Community Development
Florida Hardest Hit Fund (HHF) Advisor
CDBG/SHIP Programs
2629 W. 10th Street
Panama City, FL 32401
Ph: (850) 872-7230
Fax: (850) 747-5939

Dedicated to Excellence . . .
People Serving People

COMMUNITY DEVELOPMENT • 2629 W. 10TH STREET • PANAMA CITY, FL 32401 • PHONE 850-872-7230 • FAX 850-747-5939

January 5, 2017

Bay County Board of County Commissioners
ATTN: Sherri Hardy
840 W. 11th Street
Panama City, FL 32401

Re: Infrastructure Surtax Oversight Committee

Dear Ms. Hardy,

I am responding to Bay County's request for volunteers for the above-mentioned Oversight Committee. I have been a County resident since 1985 and would like my name considered for one of the available seats. I am seeking to serve a two-year term appointed by one of the Bay County Commissioners.

My contact information is as follows:

Home address: 3123 Wood Valley Road, Panama City, FL 32405
Email: mjohnson@pcgov.org
Ph: (850) 872-7230
Cell: (850) 896-6765

Feel free to contact me with any questions.

Sincerely,

Michael Johnson
Director, Community Development
CITY OF PANAMA CITY

Sherri Hardy

From: Rachel <rh-granger@comcast.net>
Sent: Saturday, January 07, 2017 8:58 PM
To: Sherri Hardy
Subject: Citizen's Oversight Committee

To whom it may concern,

My name is Roger Granger and I am interested in becoming a member of the Citizen's Oversight Committee. I am deeply concerned by some of the ideas I have heard being tossed around about how the money should be used. Being immersed in Bay County's construction industry my whole life, I have extensive knowledge and background in community rehabilitation. It is my intention to see the money spread out over the entire ten year period, as the tax was intended. I can provide in depth knowledge from the perspective of a local business owner, while doing what is best for the county. I would greatly appreciate your consideration of my appointment to any of the seats on this important board. I can be reached at 850-258-5165 with any questions.

Thank you,
Roger Granger

Sherri Hardy

From: Vicky Prater <aabqueen@me.com>
Sent: Sunday, January 08, 2017 7:28 PM
To: Sherri Hardy
Subject: Infrastructure Sales Surtax

Sherry Hardy,
I am interested in sitting on the Sales Surtax committee. I live in the Deerpoint area and have lived in Panama City since 2009. I am retired and would like to assist the committee to ensure the half cent sales tax is spent on improving the roads for our residents and tourist and improve the storm drainage and resolve the flooding issues.

I look forward to the opportunity to serve Bay County on the Sales Surtax committee.

Thank you
Vicky Prater
850-785-8089

Sherri Hardy

From: CHARLES MITCHELL <budtow1@bellsouth.net>
Sent: Sunday, January 08, 2017 8:41 AM
To: Robert Carroll
Subject: BCC County advisory board for the .5% sales Tax.

Thanks for the invitation to the board but at this time I am not interested in the position. I believe the board will have little value in the process of providing the BCC with directing or modifying the stream of money from the tax!

Sherri Hardy

From: james@masterautotech.com
Sent: Monday, December 26, 2016 8:05 AM
To: Robert Carroll
Cc: Sherri Hardy
Subject: Advisory Board

12/26/2016

Dear Commissioner Carroll,

It has been discussed and decided that each commissioner will be allowed to appoint someone in their district to be on the oversight committee for the 1/2 cent sales tax.

I for one voted against this tax during the last election, I also actively campaigned against implementation of this tax. And as it was pointed out, 45% of Bay County voters voted against this new tax.

This is why I think that selecting someone who was against this tax to be selected to be on this oversight committee. I will ensure that no "Rubber Stamping" of projects will allowed that do not qualify under the law.

I respectfully request that you submit my name to the 1/2 cent oversight tax advisory board.

Respectfully,
James Morris

Sherri Hardy

From: JERRY JIMMERSON <jwjimmerson@msn.com>
Sent: Saturday, January 21, 2017 11:56 PM
To: Sherri Hardy
Subject: Bay County Infrastructure Surtax Oversight Committee

Dear Ms. Hardy,
This is to express my interest to serve as a volunteer citizen on the Bay County Infrastructure Surtax Oversight Committee. I am a resident of Bay County of District 3, residing at 2924 Selma Avenue, Panama City, Florida 32405.

I have a background in city planning and government and am well versed in project development from both a private and public perspective. I am civically involved in the Bay County community serving in church and in the Panama City Lions Club.

I would be most honored to be considered and to serve on the Bay County Oversight Committee.

Sincerely,

Jerry W. Jimmerson
jwjimmerson@msn.com
850-624-3454

Dear Ms. Hardy,

I am writing this letter to express my interest in serving on the Citizen's Oversight Committee for Infrastructure Surtax. Mr. Tommy Hamm has asked me to serve on the Committee. I look forward for the opportunity to be a part of this board and honored to serve Bay County.

I am a 24-year retired Navy veteran currently working at a local company as a Project Manager. Over the course of my Navy career my family and I have lived here in Bay County off and on since 1998. We have been here in Bay County permanently since 2005. Bay County has been our home for a very long time and continues to be close to my heart. Given the opportunity, I look forward to offering my time and experience to the Committee.

Sincerely,

Francisco E. Hernandez

203 Alexander Dr. Lynn Haven, FL 32444

Cell: 850-527-6098

email: Hernandez.francisco.e@gmail.com

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE

JAN 24 2017

Sherri Hardy

From: Frank Hall <frank.hall@summit.bank>
Sent: Wednesday, December 28, 2016 9:08 AM
To: Robert Carroll
Cc: Frank Hall (fhall67@gmail.com)
Subject: Oversight Committee
Attachments: Frank Hall - Bio Oversight Committee.docx; Frank Hall.vcf

Commissioner Carroll, It would be an honor to be considered to be appointed to the half-cent sales tax oversight committee. With my professional experience, education, and community involvement I feel I'm a qualified candidate.

If you have any questions, please feel free to call me at 785-0646 or 814-9091.

Important message: Please be advised my new email address has changed to frank.hall@summit.bank.

One Person – One Click Always be careful about opening e-mails and clicking links from unknown sources.

This message is confidential and is intended only for the named recipients, and may contain information that is privileged, or exempt from disclosure under applicable law. If you are not the intended recipients of the email, you are hereby notified that the dissemination, distribution or copying of this email or its contents is strictly prohibited. If you received this email in error, please notify the sender at either the email address or the phone number above and delete this email from your computer.

Frank Hall
Executive Vice President/Chief Operating Officer
Summit Bank

Frank has been in the banking business for over 25 years and is responsible for the oversight of all bank operations, including loan and deposit operations, information technology, electronic banking, compliance, marketing and branch operations. Prior to joining Summit Bank, he served in executive management roles with two regional banks.

Frank earned his bachelor's degree from Florida State University Panama City in 1989 and graduated from the Louisiana State University Graduate School of Banking in 2004. He has served on the FSU Panama City Development Board since 2002, including a stint as president in 2008. He was also appointed to the Alumni Association's National Board of Directors in 2007 and was named a Notable 'Nole in 2005 for his outstanding leadership and contributions while a student and as a banking professional.

Frank has a long history of contributing to the community. He was an active member of United Way of Northwest Florida from 1996 - 2012, serving as campaign chair in 2007 and board chair in 2008. He currently serves as a board member on the Bay Education Foundation and chairman Dean's Council at FSU-PC. He is also a member of the Gulf Coast Community College Foundation Board of Directors serving on the Executive Council as their Past President. He also was recently appointed to the Lynn Haven CRA Advisory Board.

BILL CRAMER

2251 West 23rd Street
Panama City, Florida 32405

www.BillCramerGM.com
850-785-5221 • 800-342-7131

Mailing Address: P.O. Box 490
Panama City, Florida 32402

December 13, 2016

To: Bill Dozier
Chairman, Bay County Board of Commissioners

Dear Commissioner Dozier,

Please accept this letter as my application to serve as your representative on the citizen's oversight committee for the half cent infrastructure surtax passed this November. I currently represent the Bay County Chamber of Commerce on the oversight committee for the school district's half cent surtax, so I am experienced in how these committees function, and I believe in their importance in maintaining the public's support of the surtax.

I am excited about the possibilities the half cent surtax create for our community, and I would very much appreciate the opportunity to play a role in its success. Thank you for your consideration.

Sincerely,

Will Cramer
Chief Financial Officer
Bill Cramer Chevrolet Cadillac Buick GMC, Inc.

PANHANDLE EDUCATORS
federal credit union

December 15, 2016

Dear Bay County Board of County Commissioners:

I am most interested in serving on the Citizen's Oversight Committee for the Infrastructure Tax.

As a lifelong resident of Bay County I have a desire to see our community thrive. I have watched the half cent sales tax approved by the voters for the Bay District School System help our schools tremendously with the renovation, repair and innovation of many capital projects.

I was a proponent and voted for a half cent sales tax to improve Bay County in regard to constructing and improving its roads and infrastructure. I understand the importance to the citizens that this money be spent wisely and serve the intended purpose for which the tax was levied.

In my present capacity I am familiar with the value of the dollar and accountable to thousands of members for its wise use.

I humbly submit my name to your list of candidates. Should you need any further information do not hesitate to contact me at gfrith@pefcu.org or 850.873.4929.

Sincerely,

Greg Frith
President/CEO

LYNN HAVEN OFFICE
1912 S. Hwy. 77 • Lynn Haven, FL 32444
(850) 271-1711 • (850) 271-1702 Fax

MAIN OFFICE
2718 MLK Jr. Blvd. • Panama City, FL 32405
(850) 769-3306 • (850) 769-8660 Fax

HIGHWAY 231 OFFICE
4295 Hwy. 231 • Panama City, FL 32404
(850) 818-0720 • (850) 818-0723 Fax

SOUTHPORT OFFICE
8008 Hwy. 77 • Southport, FL 32409
(850) 271-3100 • (850) 271-2171 Fax

BEACH OFFICE
301 R. Jackson Blvd. • Panama City Beach, FL 32407
(850) 230-4319 • (850) 230-4325 Fax

EASTSIDE OFFICE
1100 School Ave. • Panama City, FL 32401
(850) 769-2351 • (850) 784-1297 Fax

Sherri Hardy

From: Board Commissioners
Sent: Monday, December 05, 2016 3:28 PM
To: 'info@sugarsands.com'
Subject: FW: Half Cent Sales Tax

From: Paul Busuttil [mailto:buster67@gmail.com]
Sent: Monday, December 05, 2016 3:25 PM
To: Philip Griffitts Jr. <pgriffitts@baycountyfl.gov>
Subject: Half Cent Sales Tax

Commissioner Griffitts,
"Griff"

I would like to volunteer to be part of the Citizens Oversight Committee for the allocation of the half cent sales tax in District 5. I own three properties on Thomas Drive and have a vested interest in the entire district. Please let me know how I can help.

Paul "Buster" Busuttil, Major USAF (Ret)

Vet Owner and Operator

Liquor in the Front...Bait in the Back

Office (850) 234-9250

Cell (850) 625-9030

BAY COUNTY
CHAMBER OF COMMERCE
Est. 1913

January 19, 2017

Bob Majka
Bay County Board of Commissioners
840 W. 11th St.
Panama City, FL 32401

Dear Mr. Majka:

This letter is to notify you that Mr. Doug Moore has been appointed as the representative for the "Infrastructure Surtax Citizen Oversight Committee."

The following is Mr. Moore's contact information:

Mr. Doug Moore
Ameris Bank
450 E. 23rd St.
Panama City, FL 32405
doug.moore@amerisbank.com
(850) 763-2171 Ext. 82300

Please contact the Chamber office at 785-5206, if you should need additional information.

Sincerely,

Claire Sherman
Chairman of the Board

PANAMA CITY BEACH
CHAMBER OF COMMERCE

January 26, 2017

Bob Majka
Bay County Board of Commissioners
840 W. 11th St.
Panama City, FL 32401

Dear Mr. Majka,

This letter is to inform you that Mr. Jeremy Bennett has been appointed as our representative for the "Infrastructure Surtax Oversight Committee."

The following is Mr. Jeremy Bennett's contact information:

Mr. Jeremy Bennett
Centennial Bank
2200 Stanford Rd.
Panama City, FL 32405
JSBennett@my100bank.com
850.522.4000

Please contact the Panama City Beach Chamber of Commerce at 850.235.1159 for any additional information or questions.

Sincerely,

Kristopher McLane
President/CEO
Panama City Beach Chamber

Ryan Davis
Chairman of the Board
Panama City Beach Chamber

Sherri Hardy

From: Polly Jackson <polly@bayeda.com>
Sent: Wednesday, January 18, 2017 9:32 AM
To: Sherri Hardy
Subject: FW: Committee confirmation

Hi Sherri,
Here is Ben Lee's contact information, for your convenience.
As an FYI he is also our 2017 EDA Secretary.
Thanks! Polly

Ben Lee
Hancock Bank
(850) 770-7288 Work
(850) 481-6019 Mobile
ben.lee@hancockbank.com
ben_lee@hancockbank.com
1022 W 23rd Street
Panama City, FL 32405
http://hancockbank.com

Polly Jackson
Bay Economic Development Alliance
Office: 850.215.9965 | Cell: 850.527.0801
E-mail: Polly@BayEDA.com

From: Becca Hardin
Sent: Wednesday, January 18, 2017 9:24 AM
To: Sherri Hardy
Cc: Scarlett Phaneuf; Polly Jackson
Subject: Re: Committee confirmation

Hi Sherri. Ben Lee with Hancock will be our rep. Thanks. Becca

Becca Hardin
President, Bay Economic Development Alliance
Mobile: 850.890.2960

On Jan 18, 2017, at 9:22 AM, Sherri Hardy <shardy@baycountyfl.gov> wrote:

> Good morning Ladies,
>
> I am following up with you all this morning in regards to the EDA's nomination for the Surtax Oversight Committee.
> Will you please send over your recommendation, so I can complete the memo to go before the Board at the next meeting?
> Thank you much,
>
> *Sherri Hardy*

Bay County Board of County Commissioners
Agenda Item Summary

EMS Delinquent Accounts Collection Services Contract

DEPARTMENT MAKING REQUEST/NAME:	**MEETING DATE:** 2/7/2017
Emergency Services Mark Bowen, Chief of Emergency Services	

REQUESTED MOTION/ACTION:
Board award and authorize the Chairman to execute a contract with Collection Bureau of Ft. Walton Beach, Inc. dba Credit Business Services, Inc. for Emergency Medical Services (EMS) Delinquent Accounts Collection Services.

AGENDA	**BUDGETED ITEM?** Yes
Emergency Services - Consent	BUDGET ACTION: None needed. FINANCIAL IMPACT SUMMARY STATEMENT: Funds for this function come from a percent fee assessed on the monies collected.

BACKGROUND:
The County provides emergency and non-emergency medical services, including ambulance transport (EMS), for residents and visitors in its jurisdiction, and charges for such services; and recognizes that the collection of past due monies owed to the County is essential to the financial safety and welfare of the residents of Bay County. The County sought the professional services of a qualified collection agency specializing in the collections of unpaid accounts (bad debt) for the Bay County Emergency Medical Services (EMS) Division.

RFP 16-39 Emergency Medical Services (EMS) Delinquent Account Collection Services was advertised on August 23, 2016. Qualified responses were received from three (3) firms on October 6, 2016. One firm was found to be non-responsive. County staff evaluated and rank ordered the proposals as follows:

1) Collection Bureau of Ft. Walton Beach, Inc. dba Credit Business Services, Inc.
2) Applied Business Services/Security Collection Agency
3) Gila LLC dba Municipal Services Bureau

The RFP stated “the contract will be awarded to the responsive, responsible Respondent who ranks highest in the evaluation process”. Collection Bureau of Ft. Walton Beach, Inc. dba Credit Business Services, Inc. was responsive, responsible and ranked the highest in the evaluation process, therefore, staff recommends the Board award and authorize the Chairman to execute a contract **(Exhibit 1)** with Collection Bureau of Ft. Walton Beach, Inc. dba Credit Business Services, Inc. for Emergency Medical Services (EMS) Delinquent Accounts Collection Services. Collection Bureau of Ft. Walton Beach, Inc. dba Credit Business Services, Inc.is the current provider of

these services and the rate under the new contract will remain the same at 22%.

ATTACHMENTS:

Description	Type
Exhibit 1 - Credit Business Services Contract	Exhibit

PROFESSIONAL SERVICES AGREEMENT
16-39 EMERGENCY MEDICAL SERVICES
DELINQUENT ACCOUNT COLLECTION SERVICES

This Agreement is made and entered into this 7th day of February, 2017 by and between the Bay County Board of County Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and Collection Bureau of Ft. Walton Beach, Inc. dba Credit Business Services, Inc. located at 1615 Florida Avenue, Panama City, FL 32401 ("Contractor").

RECITALS

WHEREAS, County provides emergency and non-emergency medical services, including ambulance transport (EMS), for residents and visitors in its jurisdiction, and charges for such services; and

WHEREAS, the County recognizes that the collection of past due monies owed to the County is essential to the financial safety and welfare of the residents of Bay County; and

WHEREAS, Contractor is well qualified and experienced in providing collection services for past due accounts; and

WHEREAS, Contractor is willing to provide such services on the basis of competitive solicitation under County's RFP #16-39; and

WHEREAS, it is in the best interest of the citizens of Bay County that the County enter into this agreement for collection services provided by said Contractor.

NOW THEREFORE, the parties hereto agree as follows:

ARTICLE 1
Scope of Service

Contractor agrees to provide services according to RFP #16-39 and the Contractors response thereto, said documents being incorporated into this agreement as if fully set out herein, to the extent they are not inconsistent with this Agreement. Scope of Service is set forth below:

I. Collection of Accounts: Contractor shall serve as the collection Contractor on Emergency Medical Services (EMS) Division ambulance fees unpaid accounts referred by County.

II. Collection Activity and Techniques: Contractor shall, upon receipt of an account from County, immediately undertake to collect such account through all ethical

and lawful means and must take action on all accounts, small as well as large. Contractor shall not refuse any account County refers to Contractor. Upon receipt of accounts, Contractor shall provide an acknowledgment report, which shall include the placement date, account number, debtor's name, amount of debt, and applicable fee for collection.

III. Contractor shall comply with all applicable Federal, State and local laws, rules, regulations or ordinances including, but not limited to the Federal Fair Debt Collection Practices Act, Gramm-Leach-Bliley Act, Fair Credit Reporting Act, and the Florida Consumer Collection Practices Act. Contractor shall advise the County of its collection techniques, which reserves the right to approve such techniques. However, the responsibility of compliance with applicable laws shall remain with Contractor.

IV. Contractor shall be aware of and able to abide by the billing requirements dictated by Health Committee Finance Administration for Medicare Patients, National Heritage Insurance Company for Medicaid patients, T.W.C.C. for Workers Compensation Patients, the Health Insurance Portability and Accountability Act (HIPAA), and all Red Flag rules (regulations). The Contractor must be aware of the contractual restrictions inherent in these billings and shall hold Bay County harmless for any billing errors due to the Contractor's activity. The Contractor is also required to be aware and abide by any other normal billing practices of the industry and any bankruptcy laws restricting or prohibiting collection practices.

V. Contractor Collections: Contractor will accept payments on all assigned accounts.
   a. Payment arrangements appropriate to the customer's financial status and suitable to Bay County requirements may be made. The minimum payment on the installments shall be $25.00 per month.

VI. Payments Received: Contractor shall deposit monies collected in a trust account and shall distribute such funds to the County on a monthly basis. Contractor shall in turn receive its collection fee based on the amount received from the debtor and the applicable rate.

VII. Invoices: On a monthly basis Contractor will provide to the County EMS Division an invoice, which will include a detailed list of each collection account included in the remittance, and shall state the name of the person from whom collected, amount collected, amount remitted, unpaid balance of the collection item, and Bay County account number. Contractor shall accompany invoices with a check made payable to County in a gross remittance fashion.

VIII. Reports: Contractor shall use forms acceptable to County to report collection and status of accounts. Contractor will provide upon request of County, a summary of account collection activity.

IX. Quarterly Reports: In a manner prescribed or acceptable to the County, Contractor shall submit to County a quarterly report listing accounts alphabetically by last name or business name indicating all payments received since the previous monthly report, indicating accounts against which collection efforts have commenced, recommending actions to be taken on problem collection accounts, and summarizing receipts and other actions on accounts by month of assignment.

X. Quality Control: Contractor shall provide County with a copy of any and all letter(s) of complaint within ten (10) days of receipt by the Contractor and the County will provide Contractor a copy of any notice of complaint received by it within ten (10) days of receipt by the County. Within thirty (30) days of receipt of any complaint, Contractor will provide a written report to the County informing the County of the disposition of each complaint. Minimum elements of the complaint report will include a statement of the complaint, results of the complaint investigation by Contractor, identification of the collector(s) involved and a positive statement of corrective action taken to avoid recurrence of such a complaint in the future.

a. Upon request of the County, Contractor shall remove any employee from the future collection of County referred accounts.
b. Contractor agrees to maintain a quality assurance program for its employees which shall include, but not be limited to, periodic instruction in the lawful and ethical practices of account collection.

XI. Uncollectible Accounts: Contractor shall report each month to County all accounts which, after making every reasonable effort to collect, it deems uncollectible and such report shall contain a statement of the reasons why such items are considered to be uncollectible. The report must contain, at a minimum, the debtor's name, the debtor's most recent address and telephone number, and the patient account number. At the request of County, Contractor shall further document its effort to collect any specific amount.

a. Contractor shall make a determination as to whether or not the debt should be collectable through litigation, and so advise County. Contractor shall not initiate legal action to collect any account referred by the County without the written approval of the Bay County Attorney's Office.
b. Contractor shall have no right to a commission on any unpaid account.

XII. Minimum Activity: On each account, Contractor will make the minimum effort set forth below:

a. Upon initial assignment, Contractor will immediately send a letter to each debtor.
b. Within ten (10) days of receipt of account, Contractor shall attempt to call each debtor with a balance greater than $25.00.

c. Every account without a valid address possessing a balance of $100 or more will receive skip tracing efforts.
d. Contractor shall determine collectability on each account and continue activation with a letter series or phone calls, or advise County.
e. Contractor shall monitor all contract payments initiated.

XIII. Suspension of Collection; Recall: Contractor shall suspend collection efforts on any account referred for collection upon written notice to do so by County. Upon written notice, Contractor shall return any referred account, without charge or penalty to County, except the fees earned prior thereto. County reserves the right to reevaluate and to adjust, cancel, or recall any accounts assigned for collections to Contractor.

XIV. Term: The term of the contract shall commence May 1, 2017 and continue in effect through April 30, 2020. Following the expiration of the Initial Term, subject to the payment of all fees due thereunder, the Contract shall renew for successive, automatically renewable one (1) year periods ("Renewal Terms"; collectively, the Initial Term together with any Renewal Term are the "Term"), unless either party provides the other party with written notice of termination of the Contract. All terms and conditions hereof shall remain in full force and effect during the Term unless the Contract is amended in writing executed by each Party hereto.

ARTICLE 2
Compensation and Method of Payment

I. Contractor shall be compensated for its collection services at a sum equal to twenty-two percent (22%) of monies collected.

II. Payment of Fees: Contractor shall receive its fees following transmittal to County of all monies collected in the manner provided in this agreement. County agrees to make its best effort to pay Contractor its fee within thirty (30) calendar days of the documented transmittal.

III. Fees for Direct Payments: County agrees that when an account is referred to Contractor, Contractor is entitled to the fees described herein without regard to whether payment is made in County's office or Contractor's office.
a. County will notify the contractor of any direct payments made as a result of Contractor's efforts and will pay Contractor the contractual rate for all such direct payments. After notification of direct payments by County, Contractor shall document such payments in its monthly reports. The County will, upon request, verify payments on specific accounts and credit the contractor as specified above.

ARTICLE 3
HIPAA Business Associate and Sunshine Law Obligations

I. HIPAA Business Associate Addendum/Changes in HIPAA. Each party agrees to the obligations set forth in the Business Associate Agreement ("BAA") attached as **Exhibit 1**. The BAA constitutes the complete and exclusive agreement between the parties with respect to Contractor's obligations regarding Protected Health Information, superseding and replacing any and all prior agreements, communications, representations, and understandings (both written and oral) regarding such subject matter; provided, however, that the terms of the BAA Agreement shall be deemed to incorporate the Hold Harmless and Indemnification provisions included in Article 6 of this Agreement. In the event of any additions, modifications or amendments to any statute or regulation including HIPAA or future federal regulations adopted pursuant thereto, then Contractor and County shall promptly enter into negotiations to revise the BAA to reflect such changes. Upon the execution by the parties of a revised BAA (a "Revised BAA"), such Revised BAA will supersede the current BAA in its entirety and such current BAA will no longer be of any force or effect.

II. Public Records**.** Contractor acknowledges and understands that the County is required to comply with Florida's Public Records Law, Chap 119, Fla Stat., To the extent required by law, Contractor shall comply with the Florida Public Records laws expressed in Chapter 119, Florida Statutes and specifically agrees to:

a. Keep and maintain public records required by the County to perform the service;

b. Upon request from the County's custodian of public records, provide the County 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.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County 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 County, upon request from the County's

custodian of public records in a format that is compatible with the information technology systems of the County.

Questions regarding the application of Chapter 119, Florida Statues, to the Contractor's duty to provide public records relating to this contract, contact the Bay County Board of County Commissioners Custodian of Public Records at (850) 248-8270, purchasing@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

III. Right to Injunctive Relief. The parties expressly acknowledge and agree that the breach, or threatened breach, by a party of any provision of this Article may cause the other party to be irreparably harmed and that the harmed party may not have an adequate remedy at law. Therefore, the parties agree that upon such breach, or threatened breach, the harmed party will be entitled to seek injunctive relief to prevent the other party from commencing or continuing any action constituting such breach without having to post a bond or other security and without having to prove the inadequacy of any other available remedies. Nothing in this paragraph will be deemed to limit or abridge any other remedy available to either party at law or in equity.

ARTICLE 4
Changes and Amendments

I. Changes and Amendments

County reserves the right to change any portion of the work required under this Agreement, or amend such other terms and conditions which may become necessary. For any revisions which affect the scope of work, period of performance, payments, commissions, or any material terms or conditions included in this Agreement, a negotiated modification to this Agreement shall be executed in writing by the authorized officials of County and Contractor.

ARTICLE 5
Miscellaneous

I. Independent Contractor

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Bay County.

II. Contractor's Personnel

Contractor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Contractor. The direction of the work of Contractor's employees shall be under the exclusive control of Contractor. If the County objects to the presence or performance of any

employee of Contractor, Contractor shall remove such employee from County premises.

III. Cooperation

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will cooperate with the Chief of Emergency Services or a designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

IV. Materials, Supplies, Etc.

Contractor shall furnish and supply all materials, consumable supplies and equipment required to perform the work of this Contract and consistent with the requirements of the RFP.

V. County Representative

The County Chief of Emergency Services or a designee has authority to designate the work to be done by Contractor, to inspect such work, and to resolve questions which arise between the parties. The Contractor or the Contractor's designee will deal with the County's representative on matters relating to the performance of the work. The County shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

VI. Laws, Rules and Regulations

a. Contractor represents that at the time it executes this Agreement it possesses all licenses required by law to operate as a collection agency in the State of Florida.

b. General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by the County, Contractor shall provide proof of such compliance to the County.

c. Illegal Alien Labor: Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

d. Failure of the Contractor to comply with the provision of this section shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Contractor of such non-compliance.

VII. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:	For the Contractor:
Bay County BOCC	Credit Business Services, Inc.
Attn: County Manager	Attn: Tommy M. Cooley, Jr.
840 W. 11th Street	PO Box 519
Panama City, FL 32401	Panama City, FL 32402

The Contractor shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Contractor's notification of address change is sufficient if sent by email or facsimile.

VIII. Records: Contractor shall maintain records as provided below:

a. Record Retention and Inspection: Contractor agrees that the County Administrator or any duly authorized representative without advance notice shall have access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Agreement during normal working hours. Such material, including all pertinent cost, accounting, financial records and proprietary data, must be kept and maintained by Contractor for a period of five (5) years after completion of this Agreement unless County's written permission is given to dispose of material prior to this time.

b. Files and Records: Contractor shall maintain a file on each account containing a record of any and all phone calls, letters, and any other contacts made with the client or third party regarding an account. All such records shall be made available by Contractor at a mutually agreeable location in Bay County, during the County's normal business hours to representatives of the County for purposes of inspection or audit.

c. Audit Settlement: If, at any time during the term of this Agreement or at any time after the expiration or termination of this Agreement, authorized representatives of County conduct an audit of Contractor regarding the

services provided to County hereunder and if such audit finds that County's dollar liability for such services is less than commission paid or owed by County to Contractor, then Contractor agrees that the difference shall be either; (1) repaid forthwith by Agency to County by cash payment, or (2) at the County's option, credited against any future commission to be paid hereunder to Contractor. In addition, Contractor shall bear the cost of the audit, including personnel costs, up to the amount of the discrepancy. If such audit finds that County's dollar liability for services provided hereunder is more than fees paid by County to Contractor, then the difference shall be paid to Contractor and the County will bear its own costs in conducting the audit.

IX. Credit Reports: Contractor may report unpaid and/or partially paid accounts or categories of accounts to participating credit bureaus, provided however, Contractor shall not take any unlawful action and shall retain the responsibility of determining the propriety of such acts.

X. Referral Discretionary: It shall be in County's discretion to refer or not to refer accounts to Contractor. The existence of this Agreement does not in any way constitute a guarantee of referrals for collection by Contractor, and County retains the option to collect its own debts.

XI. Assignment

Contractor shall not assign in whole or in part any part of the work of this Agreement except with prior written consent of the County.

XII. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

XIII. Termination of Contract

The County may terminate this Agreement at any time for cause and may also terminate this Agreement with or without cause by giving at least thirty (30) days' prior written notice to Contractor.

XIV. Termination for Cause

a. If the Contractor fails to comply with any of the terms and conditions of the Agreement, Bay County may give notice, in writing, to the Contractor of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, Bay County may, with no further notice, declare the Agreement to be terminated. The Contractor will thereafter be entitled to receive payment for those services reasonably performed to the date

of termination, less the amount of reasonable damages suffered by Bay County by reason of the Contractor's failure to comply with the Agreement.

b. Notwithstanding the above, the Contractor is not relieved of liability to Bay County for damages sustained by Bay County by virtue of any breach of this Agreement by the Contractor and Bay County may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due Bay County from the Contractor is determined.

c. The Agreement may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

XV. Conflicts

In the case of any conflict between the provisions of this Agreement and other contract documents, the following priority for interpretation of those document provisions shall be followed:

a. The provisions of this agreement prevail first.
b. The proposal form and attachments are next.
c. The initial RFP provisions are final priority.

ARTICLE 6
Hold Harmless and Indemnification

I. Hold Harmless and Indemnification

a. The Contractor shall indemnify and hold harmless the County, and its officers and employees, from any and liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor and other persons employed or utilized by the Contractor in the performance of the agreement.

b. 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 limitations thereafter.

c. 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.

II. Duty to Pay Defense Costs and Expenses

a. The Contractor agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2)

other claims arising out of the Contractor's performance of the Agreement and in which the County has prevailed.

b. The County shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.

c. 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.

ARTICLE 7
Insurance Requirements

I. Loss Control/Safety

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

c. .

II. Drug Free Work Place Requirements

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

III. Insurance – Basic Coverages Required

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. 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.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. 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.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. Workers' Compensation Coverage

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.

Worker's Compensation – Required limits:

Coverage A – Coverage will include statutory requirements

Coverage B – Employers Liability

$500,000 each Person

$500,000 each Person by Disease

$500,000 Policy Limit - Disease

g. 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 or Comprehensive 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 amount of coverage required.

h. General Liability Coverage

Commercial General Liability - 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, and broad form property damage, 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.

i. Products/Completed Operations

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.

j. 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.

k. 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.

l. Certificates of Insurance

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured for both General Liability and Business Auto Liability**.

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the 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 the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

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.

IV. Additional Insurance

If checked below, the County requires the following additional types of insurance.

☒ **Professional Liability/Malpractice/Errors or Omissions Coverage**

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of $1,000,000.00 per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

☐ **Property Coverage for Leases**

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

☐ **Commercial General Liability Increased General Aggregate Limit (or separate 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 N/A is required by the County for this agreement or contract.

☐ **Liquor Liability**

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the

policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

☐ **Owners Protective Liability Coverage**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

☐ **Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), 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. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

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 vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☐ **Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

☐ **Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

☒ **Electronic Data (Cyber) Liability Insurance**

The Other Party shall purchase Electronic Data (Cyber) Liability with limits of 1,000,000.00

☐ **Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

☐ **Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

☐ **Watercraft Liability Coverage**

Because the Contractor's provision of services involves utilization of watercraft, watercraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any watercraft, including owned, non-owned and hired.

Coverage may be provided in the form of an endorsement to the general liability policy, or in the form of separate policy coverage Watercraft Liability or Protection and Indemnity.

☐ **Aircraft Liability Coverage**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be N/A per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

☐ **Pollution Legal Liability Coverage** N/A

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

☐ **United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

☐ **Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.

ARTICLE 8

I. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first written above.

Executed by:

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA

By: _____
William T. Dozier, Chairman

Attest:

_____
Bill Kinsaul, Clerk of Court

Approved as to form

_____
Office of Bay County Attorney

COLLECTION BUREAU OF FT. WALTON BEACH, INC. DBA CREDIT BUSINESS SERVICES, INC.

By: _____
(Authorized Representative)

Its: _____

State of _____
County of _____

This Agreement was acknowledged and subscribed before me the undersigned notary this _____ day of _____, 2017, by _____, as _____ of _____ and with proper authority, and who is personally known by me or produced identification of _____ _____.

_____
Notary Public

ATTACHMENT:

1. Bay County Business Associate Agreement

Bay County Amended Business Associate Agreement
Between Bay County Board of County Commissioners
and Contractor

The Bay County Board of County Commissioners ("Board"), through the Bay County Emergency Medical Services Division, operates ambulance services in Bay County, Florida and, in this capacity, is a Covered Entity that is required to comply with Public Law 104-191 of August 21, 1996, known as the Health Insurance Portability and Accountability Act of 1996, Subtitle F – Administrative Simplification, Sections 261, *et seq.*, as amended ("HIPAA"), and with Public Law 111-5 of February 17, 2009, known as the American Recovery and Reinvestment Act of 2009, Title XII, Subtitle D – Privacy, Sections 13400, *et seq.*, the Health Information Technology and Clinical Health Act, as amended (the "HITECH Act").

This Business Associate Agreement ("Agreement") between the Board and Credit Business Services, Inc. ("Contractor") is executed to ensure that Contractor will appropriately safeguard PHI that is created, received, maintained, or transmitted on behalf of the Board through the Bay County Emergency Medical Services Division.

A. General Provisions

1. **Meaning of Terms.** The terms used in this Agreement shall have the same meaning as those terms defined in HIPAA.

2. **Regulatory References.** Any reference in this Agreement to a regulatory section means the section currently in effect or as amended.

3. **Interpretation.** Any ambiguity in this Agreement shall be interpreted to permit compliance with HIPAA.

B. Obligations of Business Associate

Contractor agrees that it will:

1. Not use or further disclose PHI other than as permitted or required by this Agreement or as required by law;

2. Use appropriate safeguards and comply, where applicable, with the HIPAA Security Rule with respect to electronic protected health information ("e-PHI") and implement appropriate physical, technical and administrative safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement;

3. Report to Bay County Emergency Medical Services Division any use or disclosure of PHI not provided for by this Agreement of which it becomes aware, including any security incident (as defined in the HIPAA Security Rule), and any breaches of unsecured PHI as required by 45 CFR §164.410, and any breaches required to be reported by Fla. Stat. §501.171. Breaches of unsecured PHI shall be reported to Bay County Emergency Medical Services Division without unreasonable delay but in no case later than 10 days after discovery of the breach;

4. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of

Contractor agree in writing to the same restrictions, conditions, and requirements that apply to Contractor with respect to such information;

5. Make PHI in a designated record set available to Bay County Emergency Medical Services Division and to an individual who has a right of access in a manner that satisfies Bay County Emergency Medical Services Division's obligations to provide access to PHI in accordance with 45 CFR §164.524 within 30 days of a request;

6. Make any amendment(s) to PHI in a designated record set as directed by Bay County Emergency Medical Services Division, or take other measures necessary to satisfy Bay County Emergency Medical Services Division's obligations under 45 CFR §164.526;

7. Maintain and make available information required to provide an accounting of disclosures to Bay County Emergency Medical Services Division or an individual who has a right to an accounting within 10 days and as necessary to satisfy Bay County Emergency Medical Services Division's obligations under 45 CFR §164.528 and Fla. Stat. §501.171;

8. To the extent that Contractor is to carry out any of Bay County Emergency Medical Services Division's obligations under the HIPAA Privacy Rule, Contractor shall comply with the requirements of the Privacy Rule that apply to the Bay County Emergency Medical Services Division when it carries out that obligation;

9. Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of the Bay County Emergency Medical Services Division, available to the Secretary of the Department of Health and Human Services for purposes of determining the Clerk and the compliance with HIPAA and the HITECH Act;

10. Restrict the use or disclosure of PHI if Bay County Emergency Medical Services Division notifies Contractor of any restriction on the use or disclosure of PHI that Bay County Emergency Medical Services Division has agreed to or is required to abide by under 45 CFR §164.522; and

11. If Bay County Emergency Medical Services Division is subject to the Red Flags Rule (found at 16 CFR §681.1 et seq.), Contractor agrees to assist Bay County Emergency Medical Services Division in complying with its Red Flags Rule obligations by: (a) implementing policies and procedures to detect relevant Red Flags (as defined under 16 C.F.R. §681.2); (b) taking all steps necessary to comply with the policies and procedures of Bay County Emergency Medical Services Division's Identity Theft Prevention Program; (c) ensuring that any agent or third party who performs services on its behalf in connection with covered accounts of Bay County Emergency Medical Services Division agrees to implement reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft; and (d) alerting Bay County Emergency Medical Services Division of any Red Flag incident (as defined by the Red Flag Rules) of which it becomes aware, the steps it has taken to mitigate any potential harm

that may have occurred, and provide a report to Bay County Emergency Medical Services Division of any threat of identity theft as a result of the incident.

C. Permitted Uses and Disclosures by Business Associate

The specific uses and disclosures of PHI that may be made by Contractor on behalf of Bay County Emergency Medical Services Division include:

1. The preparation of invoices to patients, carriers, insurers and others responsible for payment or reimbursement of the services provided by Bay County Emergency Medical Services Division to its patients;

2. Preparation of reminder notices and documents pertaining to collections of overdue accounts;

3. The submission of supporting documentation to carriers, insurers and other payers to substantiate the healthcare services provided by Bay County Emergency Medical Services Division to its patients or to appeal denials of payment for the same; and

4. Other uses or disclosures of PHI as permitted by HIPAA necessary to perform the services that Contractor is obligated to perform on behalf of Bay County Emergency Medical Services Division.

D. Termination

1. The Board may terminate this Agreement if it determines that Contractor has violated a material term of the Agreement.

2. If either party knows of a pattern of activity or practice of the other party that constitutes a material breach or violation of the other party's obligations under this Agreement, that party shall take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, terminate the Agreement if feasible.

3. Upon termination of this Agreement for any reason, Contractor shall return to Bay County Emergency Medical Services Division or destroy all PHI received from Bay County Emergency Medical Services Division, or created, maintained, or received by Contractor on behalf of Bay County Emergency Medical Services Division that Contractor still maintains in any form. Contractor shall retain no copies of the PHI. If return or destruction is infeasible, the protections of this Agreement will extend to such PHI.

[SIGNATURES ON THE FOLLOWING PAGE]

Signed this 20 day of January, 2015

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY, FLORIDA

Guy M. Tunnell, Chairman

ATTEST:

Bill Kinsaul

Approved in form:

Bay County Attorney

CREDIT BUSINESS SERVICES, INC.

By:

President
Title

State of Florida
County of Bay

This Agreement was acknowledged and subscribed before me the undersigned notary this 6th day of Jan, 2015, by Tommy Cooley Jr. who is either known to me or produced _____ as identification.

SHEREE N. NOLES
MY COMMISSION # FF 007553
EXPIRES: May 26, 2017
Bonded Thru Budget Notary Services

Notary Public

Bay County Board of County Commissioners
Agenda Item Summary

Star Avenue Project Contract Award

DEPARTMENT MAKING REQUEST/NAME:	**MEETING DATE:**
Public Works Department Keith Bryant, P.E., PTOE, Public Works Director	2/7/2017

REQUESTED MOTION/ACTION:
Board: 1) Award the Base Bid to C.W. Roberts Contracting, Inc. for the Star Avenue Safety Improvement project in the amount of $1,122,042.55 and authorize the Chairman to execute the contract; **(EXHIBIT 1)** and, 2) Authorize contingency and testing funds in the amount of $224,408.50 (20%). **(DISTRICTS II & IV)**

AGENDA	**BUDGETED ITEM?** Yes
Public Works - Consent	BUDGET ACTION: None needed. FINANCIAL IMPACT SUMMARY STATEMENT: PROJECT FUNDED BY FDOT SAFETY GRANT. NO LOCAL FUNDING REQUIRED.

BACKGROUND:
On September 6, 2016, the Board approved the Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) for the construction of the CR 2315 Star Avenue Safety Improvement Project **(EXHIBIT 2)**. The agreement authorizes expenditures of funds in the amount of $1,700,000 for the construction of this project.

On November 11, 2016, an Invitation to Bid (ITB) was advertised for the project and a pre-bid meeting was held on November 30, 2016. The proposals were received electronically and opened on December 13, 2016. The price proposals resulting from the ITB are listed below:

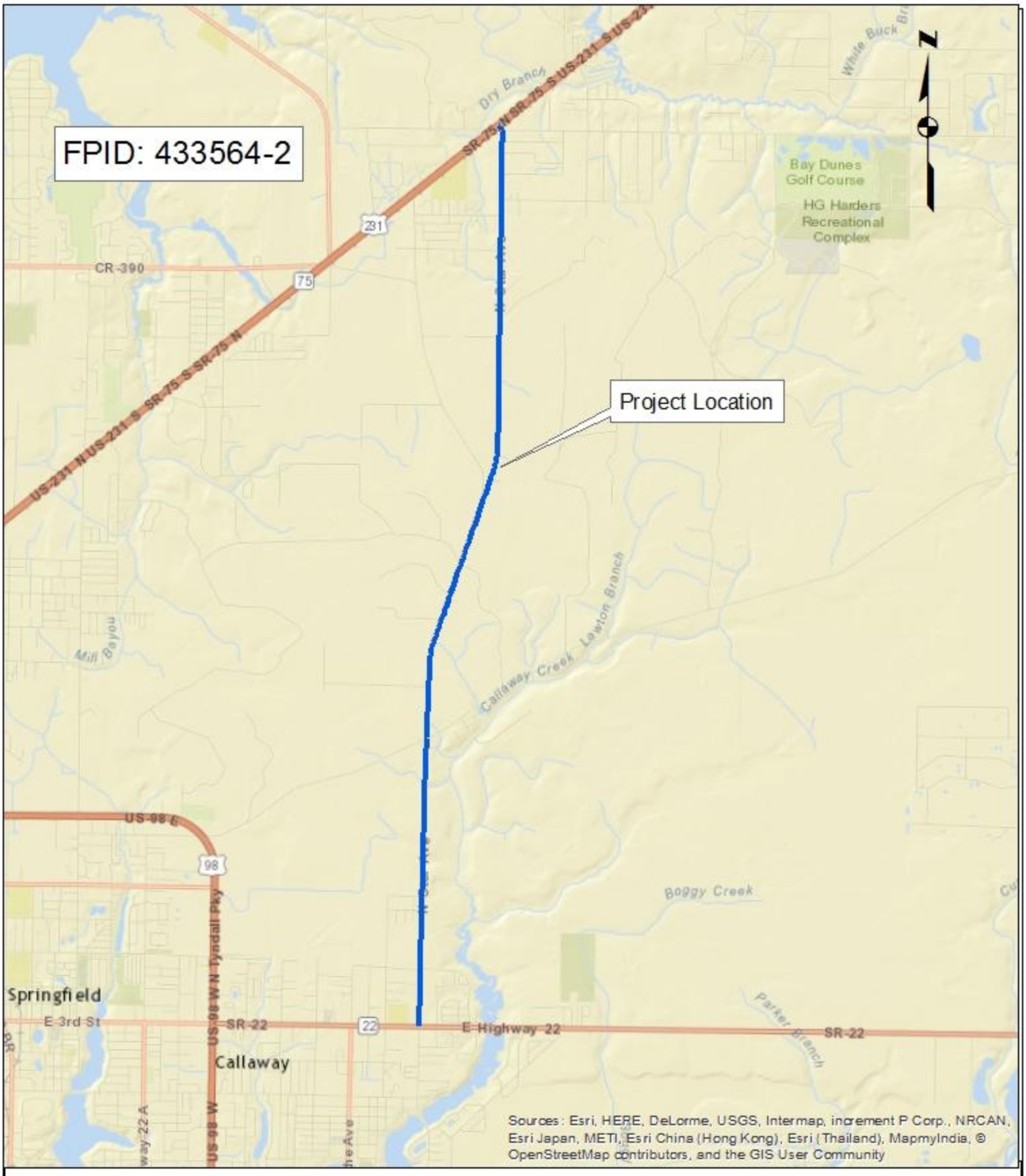
PROPOSER	BASE BID PRICE PROPOSAL
C.W. Roberts Contracting, Inc.	$1,122,042.55
Roberts and Roberts, Inc.	$1,275,464.20
GAC Contractors, Inc.	$1,375,000.00

Staff has evaluated the bids and C.W. Roberts Contracting, Inc. was the lowest responsible bidder

ATTACHMENTS:

Description	Type

Star Avenue Project Exhibit 2	Exhibit
Exhibit 1-CW Robert Star Avenue Contract	Exhibit



CR 2315 STAR AVENUE SAFETY IMPROVEMENT

BAY COUNTY PUBLIC WORKS DEPARTMENT
Engineering Division
840 W. 11th Street
Panama City, Florida 32401

April 8, 2016

CONTRACT 17-04 CR2315 (STAR AVENUE) SAFETY IMPROVEMENTS
Federal-Aid Project No: 433564-2-58-01

This Contract, dated February 7, 2017 is between the Bay County Board of Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and C.W. Roberts Contracting, Inc., located at 1603 Bay Avenue, Panama City, FL 32405 ("Contractor").

1. Scope of Work

The County desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies to resurface 6.5 miles of Star Avenue, from approximately 200 feet north of Hwy 22 to the intersection of SR75 (US 231). The project will include adding friction course over the existing length of the project, adding turning lane at the intersection of Merritt Brown Road and Star Avenue, striping and drainage extension.

The Contractor will perform those services in accordance with the Bay County construction plans titled "CR2315 Star Avenue Safety Improvements" dated July 25, 2016, FDOT Standard Specifications for Road and Bridge Construction 2016 as implemented by the attached **Exhibit 1**, titled "Specifications Package", (the "Project"). The Contractor hereby agrees to provide such services to the County according to ITB 17-04 CR2315 (Star Avenue) Safety Improvements, said documents being incorporated into this agreement as if fully set out herein, and the Contractors response thereto, said documents being attached as **Exhibit 2**, to the extent they are not inconsistent with this agreement.

The project is being funded by a Florida Department of Transportation (FDOT) Local Agency Project (LAP) Agreement. It is imperative that the Contractor examine and become familiar with the Local Agency Program established by the FDOT. Funding for the project has been made possible through this grant and is contingent on strict conformance to the guidelines set forth by FDOT and the Federal Highway Administration (FHWA). The Contractor shall comply with the Local Agency Program Construction Contract Requirements attached as **Exhibit 3**.

The Contractor and all subcontractors shall comply with the provisions contained in FHWA-1273 (Required Contract Provisions Federal Aid Construction Contracts) contained within Exhibit 3.

2. Term

This Contract shall commence upon "Notice to Proceed" and work shall be completed in a period of 90 calendar days following receipt of the Notice to Proceed. Should the Contractor fail to complete the work by the specified date, the Owner shall deduct from the Contract Sum the amount of $1,584.00 per calendar day as liquidated damages for every day subsequent to the specified date until the work is fully completed and receipted by the County as being completed. For purposes of time calculation, day one of the project is the calendar day after the Notice to Proceed date.

3. Contract Price

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County according to the unit prices contained in the Contractor's price proposal contained in **Exhibit 2**.

4. Payments

a. The Contractor shall submit to the County a schedule of values for the Project.

Notwithstanding anything to the contrary herein, the County shall pay the Contractor for services performed under this Contract in accordance with the Local Government Prompt Payment Act (F.S. §218.70, et seq.) Pay requests shall be sworn statements based upon the progress made and submitted to the County on a monthly basis. Payment by the County to the Contractor of the statement amount shall be made within twenty (20) business days after approval of the County. Ten percent (10%) retainage shall be held at the discretion of the County; the 10% retainage shall be reduced to 5% at 50% completion of the work.

b. Final Payment –Final payment constituting the unpaid balance of the Contract Price, less any liquidated damages as provided in Section 2 hereinabove, shall be due and payable within 30 days after the Project is delivered to the County, finished and ready for beneficial occupancy, or when the County occupies the Project, whichever event first occurs provided that the Project be then substantially completed and this agreement substantially performed. However, if there should remain work to be completed, the Contractor and the County shall list those items prior to receiving final payment and the County may retain a sum equal to 150% of the estimated cost of completing any unfinished work and the applicable portion of the Contractor's retainage, provided that said unfinished items are listed separately and estimated cost of completing any unfinished items are likewise listed separately. Thereafter, County shall pay to Contractor, monthly, the amount retained from each incomplete item after each of said items is completed.

c. Payments to Subcontractors - The Contractor shall promptly, but not later than 10 days after receipt of payment from the County, pay all the amount due subcontractors, subject to the provisions of the Local Government Prompt Payment Act..

d. Delayed Payments by County - If the County shall fail to pay the Contractor within 20 days after the receipt of an approved payment request from the Contractor, then the Contractor may, upon fourteen (14) additional days advance written notice to the County, stop the Project until payment of the amount owing has been received, provided that the payment request has been submitted in sufficient detail to comply with the guidelines of the County and the Office of the Clerk of the Circuit Court for Bay County. In the event that there is a dispute in the amount of the pay request, then only the disputed amount shall be held until resolved and the undisputed amount shall be paid within the time limits as stated within this paragraph. If undisputed amounts are timely paid, then the Contractor shall not stop the Project in any fashion and the

progress of the Project shall not be interrupted. Both parties agree that best efforts be made to resolve the disputed amount.

e. Payment for Materials and Equipment - Payments will be made for material and equipment not incorporated in the work but delivered and suitably stored at the site (or another location, subject to prior approval and acceptance by the County on each occasion).

5. Independent Contractor

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Bay County.

6. Contractor's Personnel

Contractor has the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work of the Contractor. The direction of the work of Contractor's employees shall be under the exclusive control of Contractor. If the County objects to the presence or performance of any employee of Contractor, Contractor shall remove such employee from County premises.

7. Cooperation

Contractor agrees to perform each phase of the work at the scheduled time and in the scheduled sequence. Contractor will cooperate with the Public Works Director or their designee as requested and specifically to allow the County to inspect the performance of work of this Contract.

8. Materials, Supplies, Etc.

Contractor shall furnish and supply all tools, materials, consumable supplies and equipment, safety devices and equipment, and any special clothing that are required to perform the work of this Contract and consistent with the requirements of the ITB.

9. Records / Audits

The County is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

a. Keep and maintain public records required by the County in order to perform the service;

b. Upon request from the County's custodian of public records, provide the County 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 this chapter or as otherwise provided by law.

c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the County.

d. Upon completion of the contract, transfer, at no cost to the County, all public records in possession of the Contractor, or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County 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 County, upon request from the County's custodian of public records in a format that is compatible with the information technology systems of the County.

e. During the term of the contract, the Contractor shall maintain all books, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The form of all records and reports shall be subject to the approval of the County's Auditor. The Contractor agrees to make available to the County's Auditor, during normal business hours and in Bay County, all books of account, reports and records relating to this contract.

10. Public Records Custodian

Questions regarding the application of Chapter 119, Florida Statues, to the Contractor's duty to provide public records relating to this contract, contact the Bay County Board of County Commissioners Custodian of Public Records at (850) 248-8270, purchasing@baycountyfl.gov or 840 W. 11th Street, Panama City, Florida 32401.

11. County Representative

The Public Works Director or their designee has authority to designate the work to be done by Contractor, to inspect such work, and to resolve questions which arise between the parties. The Contractor or the Contractor's designee will deal with the County's representative on matters relating to the performance of the work. The County shall have the authority to stop the work whenever it deems such action necessary to secure the safe and proper performance of the work assignment.

12. Laws, Rules and Regulations

a. General Laws: Contractor shall give all notices required of it by law and shall comply with all Federal, State and local laws, ordinances, rules and regulations governing Contractor's performance of this Contract and the preservation of public health and safety. Upon request by the County, Contractor shall provide proof of such compliance to the County.

b. Illegal Alien Labor: Contractor shall comply with all provisions state and federal law regarding the hiring and continued employment of aliens not authorized to work in the United States. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor is in

compliance with such laws. Contractor agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require the same of any subcontractors. Contractor shall pay all cost incurred to initiate and sustain the verification programs.

c. Termination for Cause: Failure of the Contractor to comply with the provision of this section shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Contractor of such non-compliance.

13. Insurance

During the term of this Contract, Contractor will purchase and maintain insurance and comply with the Bay County Insurance Requirements which are attached as **Exhibit 4** to this Contract and incorporated by reference.

14. Hold Harmless and Indemnification

a. The Contractor shall indemnify and hold harmless the County, their officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of this Contract

b. 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 limitations thereafter.

c. 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.

d. This section survives termination or expiration of this Contract.

15. Duty to Pay Defense Costs and Expenses

e. The Contractor agrees to reimburse and pay on behalf of the County the cost of the County's legal defense, through and including all appeals, and to include all attorneys' fees, costs, and expenses of any kind for any and all 1) claims described in the Hold Harmless and Indemnification paragraph or 2) other claims arising out of the Contractor's performance of the Contract and in which the County has prevailed.

f. The County shall choose its legal defense team, experts, and consultants and invoice the Contractor accordingly for all fees, costs and expenses upon the conclusion of the claim.

g. 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.

h. This section survives termination or expiration of this Contract.

16. Notices

Any notice to be given by the parties shall be in writing and deemed to have been duly given if and when deposited in the United States registered mail, return receipt requested, properly stamped and addressed to:

For the County:
Bay County Public Works Department
Attn: Josee Cyr
840 W. 11th Street
Panama City, FL 32401

For the Contractor:
C. W. Roberts Contracting, Inc.
Attn: Todd Castleberry
1603 Bay Avenue
Panama City, FL 32405

The Contractor shall notify the Bay County Purchasing Department of any change to its address. The Purchasing Department will disseminate the address change to all applicable departments and agencies including Finance. The Contractor's notification of address change is sufficient if sent by email or facsimile.

17. Assignment

Contractor shall not assign in whole or in part any part of the work of this Contract except with prior written consent of the County.

18. Termination for Convenience

The County may terminate this Contract at any time for any reason by giving at least thirty (30) days notice in writing to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be entitled to receive payment for those services reasonably performed to the date of termination.

19. Termination for Cause

a. This Contract may be terminated by the County if the Contractor is found to have submitted a false certification as required under section 215.471 (5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria.

b. If the Contractor fails to comply with any of the terms and conditions of this Contract, Bay County may give notice, in writing, to the Contractor of any or all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, Bay County may, with no further notice, declare this Contract to be terminated. The Contractor will thereafter be entitled to receive payment for those services reasonably performed to the date of termination, less the amount of

reasonable damages suffered by Bay County by reason of the Contractor's failure to comply with this contract.

c. Notwithstanding the above, the Contractor is not relieved of liability to Bay County for damages sustained by Bay County by virtue of any breach of this Contract by the Contractor and Bay County may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due Bay County from the Contractor is determined.

d. Failure of the Contractor to comply with the provision of Section 12 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Contractor to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Contractor of such non-compliance.

20. Entire Agreement

All proposals, negotiations and representations regarding the work of this Contract are merged in this instrument. Any amendment or modification of this Contract shall be in writing and signed by the duly authorized representatives of the parties.

21. Conflicts

In the case of any conflict between the provisions of this Contract and other contract documents, the following priority for interpretation of those document provisions shall be followed:

a. The provisions of this contract prevail first.
b. The bid form and attachments are next.
c. The initial bid provisions are final priority.

22. Governing Law & Venue

This Contract is governed by the laws of the State of Florida. The proper venue for any action regarding this contract is in the appropriate Court in Bay County, Florida.

IN WITNESS WHEREOF, the Parties have executed this Contract as of the day and year first written above.

Executed by:

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA

By: _____
William T. Dozer, Chairman

Attest:

_____
Bill Kinsaul, Clerk of Court

Approved as to form

_____
Office of Bay County Attorney

C. W. ROBERTS CONTRACTING, INC.

By: _____
(Authorized Representative)

Its: _____

State of _____
County of _____

This Contract was acknowledged and subscribed before me the undersigned notary this __ day of _____, 2017, by _____, as _____ of C.W. Roberts Contracting, Inc. and with proper authority to sign on behalf of the entity, and who is personally known by me or produced identification of _____.

_____
Notary Public

EXHIBITS:
1. Specifications Package
2. Contractor's Response to ITB 17-04
3. LAP Required Documents
4. Insurance Requirements

EXHIBIT 1
SPECIFICATIONS PACKAGE

August 12, 2016
PREPARED BY: Steve Dellies

ATTACHMENT 2
SPECIFICATIONS PACKAGE

FINANCIAL PROJECT ID(S): 433564-2-58-01

FEDERAL FUNDS

A DISTRICT THREE OFF-SYSTEM LOCAL AGENCY PROGRAM PROJECT
BAY COUNTY

The July 2016 edition of the Florida Department of Transportation Standard Specifications is revised as follows:

I hereby certify that this specifications package has been properly prepared by me, or under my responsible charge, in accordance with procedures adopted by the Florida Department of Transportation.

Signature
and Seal: _____

Date: _____
Engineer of Record: (NAME), P.E.
Fla. License No.: (NUMBER)
Firm: (FIRM NAME)
(FIRM ADDRESS)
(FIRM CITY, STATE ZIP)
Certificate of Authorization: (NUMBER)
Page(s): 1 – 53

SPECIAL PROVISIONS **3**

BAY COUNTY SPECIAL PROVISIONS FOR THE ADAPTATION AND USE OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION **4**

FDOT SPECIFICATIONS DIVISION I – GENERAL REQUIREMENTS & COVENANTS **6**

DEFINITIONS 6
PROPOSAL REQUIREMENTS AND CONDITIONS 7
AWARD AND EXECUTION OF CONTRACT 7
ALTERATIONS OF PLANS OR CHARACTER OF THE WORK 7
CLAIMS 18
LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.(REV 1-2-14) (FA 1-16-14) (1-16) 25
PERMITS PROCURED BY THE DEPARTMENT. (REV 8-7-01) (FA 4-14-05) (1-16) 25
DISCHARGE TO OR WORK OR STRUCTURES IN NAVIGABLE WATERS OF THE U.S., WATERS OF THE U.S. AND WATERS OF THE STATE. 25
UTILITY SCHEDULES. 26
LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - WAGE RATES FOR FEDERAL-AID PROJECTS. 26
LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY. (REV 6-13-11) (FA 6-16-11) (1-16) 35
LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – TITLE VI ASSURANCE – DOT 1050.2A, APPENDIX A AND APPENDIX E. 35
SUBLETTING OR ASSIGNING OF CONTRACTS 38
PROSECUTION OF WORK – STATEWIDE DISPUTES REVIEW BOARD. (REV 1-4-11) (FA 1-21-11) (1-16) 38
CONTAMINATED MATERIALS - MERCURY-CONTAINING DEVICES AND LAMPS. (REV 12-12-12) (FA 12-27-95) (1-16) 41
SCOPE OF PAYMENTS – FUELS AND BITUMINOUS MATERIAL 41

FDOT Specifications Division II – Construction Details **41**

SUPPLEMENTAL SPECIFICATIONS **48**

334 SUPERPAVE ASPHALT CONCRETE. 49

SPECIAL PROVISIONS

BAY COUNTY SPECIAL PROVISIONS FOR THE ADAPTATION AND USE OF THE FLORIDA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION

The County uses the "Florida Department of Transportation Standard Specifications for Road and Bridge Construction" as the governing specification for County roads and stormwater projects. This special provision contains specific clauses adopted by the Bay County Board of County Commissioners that add to or revise the Florida Department of Transportation Standard Specifications for Road and Bridge Construction or supplement specifications, setting forth conditions varying from or additional to the Standard Specifications and are applicable to Bay County Public Works road and storm water construction projects.

The Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, 2016 Edition, Division II shall be the governing specifications for all contract pay items unless the pay items are modified by pay item notes or special provisions. Division I of the FDOT specifications shall be used for prosecution and progress of the contract except where modified by the County's general conditions or special provisions. Sections 2, 3, 4, 5, 8-1, 9-2.1.1 and 9-2.1.2 of the FDOT specifications are specifically excluded from this project. For purposes of liquidated damages, the contract time shall be calculated in accordance with Section 8-7 of the FDOT specifications with the exception that no work shall be allowed on Saturdays or Sundays.

1. The governing order of project documents is:
    a. General Terms and Conditions
    b. Bay County Special Provision for the Adaptation and Use of the FDOT Specifications
    c. Bid Form Pay Item Notes
    d. Plans
    e. FDOT Design Standards
    f. Project Specific Specifications
    g. FDOT Standard Specifications for Road and Bridge Construction
    h. When discrepancies exist between any of the above the Bay County Public Works Director or his designated representative shall determine the proper course of action for the Contractor.

2. The hours of work shall be 7:00 A.M. until 30 minutes prior to sundown Monday through Friday. No work is to be done in the period from December 24th through the following January 1st. These days off will be added to the contract time, but no additional compensation for delays will be allowed. No work shall be done on the Friday immediately preceding Memorial Day, or Labor Day. Contract time will be charged during holiday and weekend periods regardless of whether or not the Contractor's operations have been suspended. The Contractor is not entitled to any additional

compensation for suspension of operations during such holiday periods or weekend periods.

3. Contract Time - The number of calendar days allowed by the County for the substantial completion of the Contract. The contract substantial completion date is computed by adding the number of days authorized by the Form of Agreement to the Notice to Proceed date.

4. Notice to Proceed – Written communication issued by the County to the Contractor authorizing them to proceed with the work and establishing the date for commencement of the work. For purposes of calculating liquidated damages, the Notice to Proceed date will be considered day zero.

5. Substantial Completion - For a unit price contract a project is substantially complete when all the work, as specified in the plans and list of pay items, has been completely installed. For a lump sum contract, a project is substantially complete when all the work specified by the plans and specifications are complete and the county can enjoy beneficial use or occupancy and may use, operate and maintain the project in all respects and for its intended purpose as determined by the County's Designated Representative.

6. Whenever unanticipated work not covered by the drawing or specifications is found and is considered essential to satisfactorily completion of the work within intended scope, the Contractor shall notify the County's Designated Representative immediately.

7. The County may at any time, as the need arises, order changes within the scope of the work without invalidating the agreement. If such changes increase or decrease the amount due under the Contract Documents, or the time required for performance of the work, an equitable adjustment shall be authorized by Change Order. Rights are reserved to purchase additional quantities at bid price.

8. When the Contractor deems that extra compensation is due for work not covered in the contract the Contractor shall immediately verbally notify the County's Designated Representative and follow-up with a written claim within twenty (20) calendar days of the date of the event that gave rise to the claim. The county will not consider any claim when the notice given by the Contractor is over 20 calendar days past the date of the event giving rise to the claim and the Contractor shall waive the claim for compensation. The contractor shall not commence any work claim until they have received written approval from the county to do such work.

9. The Contractor must submit in writing to the County Engineer any claims for compensations due to delays. The County will not compensate the Contractor for any delays for any reason unless five days (excluding Saturdays, Sundays and holidays) have elapsed from the start of work stoppage. The first day of any claims shall be on day six of the work stoppage. This shall apply to each work stoppage. In order to submit a valid

claim for work stoppage, the Contractor must submit a schedule made using the critical path method which shows the early start, late start, early finish, late finish and the critical path. The County expects the Contractor to use forces and equipment on any item of work that can be completed during the delay. The Contractor's claim must show the delay is due to the controlling item of work as shown on the critical path method schedule. After five work days if the County deems the delay claim to be valid, the Contractor's claim shall only be for labor, equipment and materials that are delayed due to the controlling work item. If the County Engineer determines the Contractor forces and equipment can be used on other work items during the delay, no compensation will be given for these forces and equipment.

10. Unless otherwise stated in the contract documents, the term furnish shall be interpreted as meaning furnish and install, which shall include the full cost of materials, labor and equipment to furnish and install a complete item to include satisfactorily completion of all testing requirements.

11. The County will not make payment on any invoices until the schedule and if applicable, the schedule of values is received and approved by the County.

12. For all projects involving Federal Aid funding, the contractor shall notify County staff; and, if applicable the project's Resident Compliance Specialist; of any changes in sub-contractors prior to their use on the project.

13. An invoice must be submitted even if no work was performed during that month.

14. All submittals shall be submitted to the County for staff review no later than 10 work days prior to the products use on the project.

15. The Contractor's project manager shall provide written documentation on elevations of curbing, inlet box inverts and grate elevations, pipe inverts, final milling and base profiles and cross slopes and any other critical elevations and slopes as directed by the County, all prior to covering up the work and done as the work progresses.

FDOT SPECIFICATIONS DIVISION I – GENERAL REQUIREMENTS & COVENANTS

DEFINITIONS

ARTICLE 1-3 has the terms Department, Engineer and Holidays deleted and the following substituted:

Department.

Bay County.

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.

Note: In order to avoid cumbersome and confusing repetition of expressions in these Specifications, it is provided that whenever anything is, or is to be done, if, as, or, when, or where "acceptable, accepted, approval, approved, authorized, condemned, considered necessary, contemplated, deemed necessary, designated, determined, directed, disapproved, established, given, indicated, insufficient, ordered, permitted, rejected, required, reserved, satisfactory, specified, sufficient, suitable, suspended, unacceptable, or unsatisfactory," it shall be understood as if the expression were followed by the words "by the Engineer," "to the Engineer," or "of the Engineer."

Holidays.
County Holidays – New Years Day, Martin Luther Kings Birthday, Good Friday, Memorial Day, Independence Day (4th of July), Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, and Christmas Day. Holidays that fall on a Saturday will normally be observed on the preceding Friday and holidays that fall on Sunday will normally be observed on the following Monday.

PROPOSAL REQUIREMENTS AND CONDITIONS

SECTION 2 is deleted.

AWARD AND EXECUTION OF CONTRACT

SECTION 3 is deleted.

ALTERATIONS OF PLANS OR CHARACTER OF THE 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
*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 Standard Indexes, 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.

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.

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.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – COMPLIANCE WITH FHWA 1273.(REV 1-2-14) (FA 1-16-14) (1-16)

SUBARTICLE 7-1.1 is expanded by the following:

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.

PERMITS PROCURED BY THE DEPARTMENT. (REV 8-7-01) (FA 4-14-05) (1-16)

SUBARTICLE 7-2.1 is expanded by the following:

All Permits procured by the Department are posted on the Department's website at the following URL address: ftp://ftp.dot.state.fl.us/permitsandorutilityworkschedules/ . 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 these permits.

If the Department's web site cannot be accessed, contact the Department's Specifications Office Web Coordinator at (850) 414-4101.

DISCHARGE TO OR WORK OR STRUCTURES IN NAVIGABLE WATERS OF THE U.S., WATERS OF THE U.S. AND WATERS OF THE STATE.
(REV 6-9-15) (FA 7-22-15) (1-16)

SUBARTICLE 7-2.2 is expanded by the following:

The "State of Florida Department of Environmental Protection (DEP) Generic Permit for Stormwater Discharge from Large and Small Construction Activities" applies to this Contract. Obtain a copy of the permit through the Department's website and comply with the requirements of the permit. The URL for obtaining a copy of the permit is http://www.dep.state.fl.us/water/stormwater/npdes/permits_forms.htm

In accordance with the requirements of the DEP generic permit, accept responsibility for the following:

(a) Preparation, execution and submission of DEP Generic Permit Notice of Intent (NOI) and payment of associated fee(s)
(b) Preparation and submission of Erosion Control Plan as outlined in Section 104
(c) Any Contractor initiated SWPPP modifications
(d) Performing inspections using a qualified inspector
(e) Completion of SWPPP construction inspection reports
(f) Executing associated certification forms provided by the Engineer
(g) Preparation, execution and submission of Notice of Termination (NOT) of the DEP Generic Permit coverage.

Use the SWPPP Construction Inspection Form provided by the Engineer to report all inspection findings and to document all corrective actions taken as a result of the inspection. Sign each inspection report and submit it weekly to the Engineer.

UTILITY SCHEDULES.

(REV 8-27-01) (FA 4-14-05) (1-16)

SUBARTICLE 7-11.5.3 is expanded by the following:

The utility work which will be accomplished concurrently with the highway construction Contract will involve facilities owned by other agencies. Take responsibility to obtain all information and comply with all requirements.

Where utility work must be coordinated with highway construction operations, the portion of the anticipated utility work period covering such concurrent work may or may not begin on the day highway construction commences and may or may not be consecutive days.

The anticipated scheduling of new work, adjustments and/or relocation work is included on the Utility Schedules.

More precise scheduling to accomplish utility work in the most expeditious manner that is feasible will be established at the preconstruction conference as provided in 8-3.5.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC - WAGE RATES FOR FEDERAL-AID PROJECTS.

(REV 12-8-15) (3-16)

ARTICLE 7-16 is expanded by the following:

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
FL201	Highway Construction

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."

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

Estimated Contract Amount	Trainees Required
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 46CFR Part 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 section 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.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – E-VERIFY. (REV 6-13-11) (FA 6-16-11) (1-16)

SECTION 7 is expanded by the following new Article:

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.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – TITLE VI ASSURANCE – DOT 1050.2A, APPENDIX A AND APPENDIX E.

(REV 9-2-15) (FA 9-9-15) (1-16)

SECTION 7 is expanded by the following new Article:

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;

9. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin,

and sex);

10. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;

11. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance
with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

12. Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination based on sex in education programs, or activities (20 U.S.C. 1681 et seq.).

SUBLETTING OR ASSIGNING OF CONTRACTS

ARTICLE 8-1 is deleted.

PROSECUTION OF WORK – STATEWIDE DISPUTES REVIEW BOARD. (REV 1-4-11) (FA 1-21-11) (1-16)

ARTICLE 8-3 is expanded by the following new Subarticle:

8-3.8 Statewide Disputes Review Board: For this Contract, a Statewide Disputes Review Board will be available to assist in the resolution of disputes and claims arising out of the administration and enforcement of a specification when such specification specifically refers disputes to this Board.

8-3.8.1 Purpose: The Board will provide special expertise to assist in and facilitate the timely and equitable resolution of the disputes and claims between the Contractor and the Department.

It is not intended that the Department or the Contractor default on their normal responsibility to cooperatively and fairly settle their differences by indiscriminately assigning them to the Board. It is intended that the Board encourage the Department and Contractor to resolve potential disputes or claims without resorting to this alternative resolution procedure.

The Board will be used when normal Department-Contractor dispute or claim resolution is unsuccessful. Either the Department or the Contractor may refer a dispute or claim to the Board. Referral to the Board should be initiated as soon as it appears that the normal dispute resolution effort is not succeeding. Referral to the Board is accomplished by providing a position paper outlining the nature and scope of the dispute or claim and describing the basis for entitlement to the dispute or claim. Only disputes or claims that have been duly preserved under the terms of the Contract as determined by the Board will be

eligible to be heard by the Board. Requests for equitable adjustment must be certified as required by 4-3.2. Claims that are referred to the Board must be in compliance with 5-12. It is a condition of this Contract that the parties shall use the Statewide Disputes Review Board.

The recommendations of the Board will be binding on both the Department and the Contractor.

The Board will fairly and impartially and without regard to how or by whom they may have been appointed, consider disputes or claims referred to it and will provide written recommendations to the Department and Contractor to assist in the resolution of these disputes or claims.

8-3.8.2 Membership: The Statewide Disputes Review Board will consist of members pre-selected by the Engineer and the President of the Florida Transportation Builders' Association (FTBA), and posted on the Department's Website.

Members on the Board will be pre-qualified as experts of the type of work being referred to this Board.

If during the life of the contract, a Board member has a discussion regarding employment or entered into any agreement for employment after completion of the contract with the Department, the Contractor or any subcontractor or supplier on the project, he/she shall immediately disclose this to the Contractor and the Department and shall be disqualified from serving on the Board.

After the Department has made final acceptance of the project, if disputes arise, the Statewide Disputes Review Board shall be activated to hear and rule on the disputed issue.

8-3.8.3 Procedure and Schedules for Disputes Resolution: Disputes or claims will be considered as quickly as possible, taking into consideration the particular circumstances and the time required to prepare detailed documentation. Steps may be omitted as agreed by the Department and the Contractor and the time periods stated below may be shortened in order to hasten resolution.

a. If the Contractor objects to any decision, action or order of the Engineer resulting from the Engineer's evaluation of the guaranteed product or performance period, the Contractor may file a written protest with the Engineer, stating clearly and in detail the basis for the objection, within 15 days after the event.

b. The Engineer will consider the written protest and make his decision on the basis of the pertinent contract provisions, together with the facts and circumstances involved in the dispute. The Engineer's decision will be furnished in writing to the Contractor within 15 days after receipt of the Contractor**'**s written protest.

c. The Engineer's decision will be final and conclusive on the subject, unless the Contractor files a written appeal to the Engineer within 15 days of receiving the decision. Upon the Engineer's receipt of the Contractor's written appeal containing specific protest of all or part of the Engineer's decision, either the Department or the Contractor can refer the matter to the Board.

d. Upon receipt by the Board of a written duly preserved protest of a dispute or claim, either from the Department or the Contractor, it will first be decided when to conduct the hearing.

e. Either party furnishing any written evidence or documentation to the

Board will furnish copies of such information to the other party a minimum of 15 days prior to the date the Board sets to convene the hearing for the dispute or claim. If the Board requests any additional documentation or evidence prior to, during, or after the hearing, the Department and/or Contractor will provide the requested information to the Board and to the other party.

f. The Contractor and the Department will each be afforded an opportunity to be heard by the Board and to offer evidence. Neither the Department nor the Contractor may present information at the hearing that was not previously distributed to both the Board and the other party.

g. The Board's recommendations for resolution of the dispute or claim will be given in writing to both the Department and the Contractor, within 15 days of completion of the hearings. The Board will focus its attention in the written report to matters of
responsibility for repairs of guaranteed work or performance period as provided for by the Contract Documents.

8-3.8.4 Contractor Responsibility: The Contractor shall furnish to each Board member a set of all pertinent documents that are or may become necessary for the Board, except documents furnished by Department, to perform their function. Pertinent documents are any drawings or sketches, calculations, procedures, schedules, estimates, or other documents which are used in the performance of the work or in justifying or substantiating the Contractor's position. A copy of such pertinent documents must also be furnished to the Department.

Except for its participation in the Board's activities as provided in the construction Contract and in this Agreement, the Contractor will not solicit advice or consultation from the Board or any of its members on matters dealing in any way with the project, the conduct of the work or resolution of problems.

8-3.8.5 Department Responsibilities: Except for its participation in the Board's activities as provided in the construction Contract and in this Agreement, the Department will
not solicit advice or consultation from the Board or any of its members on matters dealing in any way with the project, the conduct of the work or resolution of problems.

The Department shall furnish the following services and items:

a. Contract Related Documents: The Department shall furnish each Board member a copy of all Contract Documents, supplemental agreements, written instructions issued by the Department to the Contractor, or other documents pertinent to the performance of the Contract and necessary for the Board to perform their function. A copy of such pertinent documents must also be furnished to the Contractor.

b. Coordination and Services: The Department, in cooperation with the Contractor, will coordinate the operations of the Board. The Department, through the Project Engineer, will arrange or provide conference facilities at or near the Contract site and provide secretarial and copying services.

8-3.8.6 Basis of Payment: A per hearing cost of $8,000 has been established by the Department for providing compensation for all members of the Dispute Review Board for participation in an actual hearing. The Board chairman will receive $3,000 for

participation in the hearing while the remaining two members will receive $2,500 each. The Department and the
Contractor will equally provide compensation to the Board for participation in an actual hearing. The Department will compensate the Contractor $4,000 as its contribution to the hearing cost. Such payment will be full and complete compensation to the Board members for all expenses related to the hearing. This includes travel, accommodations, meals, pre- and post-hearing work, review of position papers and any rebuttals, conducting the hearing, drafting and issuance of recommendations, readdressing any requests for clarification. It is not intended for hearings to last longer than a single day, however, in some cases they may. Any additional time and/or compensation for a hearing would only be allowed upon prior written approval of the
Department and the Contractor. If an additional day(s) is granted for the hearing, it will be at $3,300 per day, payment of which is equally split between the Department and the Contractor. Payment shall be made by issuing a work order against contingency funds set aside for this Contract.

The Department will prepare and mail minutes and progress reports, will provide administrative services, such as conference facilities and secretarial services, and will bear the cost of these services. If the Board desires special services, such as legal consultation,

accounting, data research, and the like, both parties must agree, and the costs will be shared by them as mutually agreed.

CONTAMINATED MATERIALS - MERCURY-CONTAINING DEVICES AND LAMPS. (REV 12-12-12) (FA 12-27-95) (1-16)

SUBARTICLE 8-4.9 is expanded by the following:

This Contract may require the removal and special disposal of mercury-containing devices

Contact the District Contamination Impact Coordinator at (850) 330-1511 for information relating to the identification and proper disposal of these hazardous waste materials.

Include payment for the removal and disposal of mercury-containing devices in the payment for the related Contract items.

SCOPE OF PAYMENTS – FUELS AND BITUMINOUS MATERIAL

SUBARTICLES 9-2.1.1 and 9-2.1.2 are deleted.

FDOT SPECIFICATIONS DIVISION II – CONSTRUCTION DETAILS

Section 102 – Maintenance of Traffic

1. Contractor at Contractor's expense shall give residents and businesses located on the project right-of-way 48 hours notice of start of construction and have maintenance of traffic signage in place prior to beginning any construction. The County will provide door hanger type notices to the Contractor. Contractor personnel shall distribute to each business and resident 24 hours prior to starting any operations that could prevent access to any residence or business. The Contractor should include the cost of these notifications in their maintenance of traffic (MOT) costs.

2. When traffic signs are located within the area of construction, the Contractor shall notify the County Inspector for approval to remove, re-set, or relocate any sign. The Contractor shall reinstall any disturbed mailboxes or signs to existing or acceptable condition.

3. Lane closure restrictions are:
   From 6:00 a.m. to 8:00 a.m. and 4:30 p.m. to 6:30 p.m. - no lane closure.
   At the discretion of the County Engineer, if lane closure causes extended congestion, the Contractor shall be directed to reopen the closed lane(s) until such time as the traffic flow has returned to normal.

   All lanes must be reopened to normal traffic within 12 hours during and evacuation notice of a hurricane or other catastrophic event and shall remain open for the duration of the evacuation or event as directed by the County Engineer.

4. Any road closures will require a minimum of 10 working days notice and County manager approval prior to closure. The Contractor, at Contractor's expense shall be responsible for designing and implementing a detour plan, to include signage. Two working days in advance of any road closure, the Contractor shall post signage that can be clearly read by the traveling public notifying the public of the road closure.

5. In the event that law enforcement is required for maintenance of traffic, the Contractor shall pay all costs.

Section 104 – Prevention, Control, and Abatement of Erosion and Water Pollution

1. The erosion control plan shown in the drawing package denotes a minimum requirement for the project. It may not meet all the requirements of a stormwater pollution prevention plan required for the NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

2. Contractor shall be responsible for obtaining coverage under the Florida Department of Environmental Protection NPDES Generic Permit for Stormwater Discharge from Large and Small Construction Activities for all projects disturbing one (1) acre or more. The

cost of all items and work required to implement the conditions of the NPDES Generic Permit for Stormwater Discharge shall be included in the Contractor's bid.

3. Unless otherwise directed by the County Engineer, all areas disturbed by construction shall be seeded and mulched or sodded within five (5) days after construction in that area.

4. Contractor, at Contractor's expense, shall maintain all sodded and seeded areas in accordance with the plans. Contractor shall guarantee sodding and seeding for a period of ninety (90) days after issuance of Certificate of Completion. During the guarantee period, the Contractor shall replace at no cost to the County, any sod or grass that dies or is not established 90 days after seeding or sod placement, if the causes for such defects are traced to negligence or poor workmanship by the Contractor. Any sod or grass missing or defective shall be replaced in a manner satisfactory to the County Engineer. In case of any doubt as to the condition and satisfactory establishment of the sod, the County Engineer may allow the sod or grass to remain through another 90 day establishment period. After which time the sod or grass in question, if found to be dead or in an unhealthy or badly impaired condition shall be replaced by the Contractor at no cost to the County. Contractor shall also be responsible for maintenance of grass including mowing to keep grass a maximum of 6 inches in height during the project and through the 90 day warranty period.

5. In general, seed with Pensacola Bahia grass, except in sandy areas, then use unhulled Bermuda. Add temporary grass seeds as appropriate for the season. In urban areas where lawns are maintained in the right of way, the Contractor shall sod or seed to match existing grass or sod at no additional cost to the County. During the months of October through February overseed all sodded areas with temporary grass seed. Seeding rates are as follows:

Type of Seed	Coastal (Mar.-Nov.)	Coastal (Nov.-Mar.)	Inland (Mar.-Nov.)	Inland (Nov.-Mar.)
	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)	Seeding rate (lb/Ac)
Unhulled Bermuda[2]		90		20
Hulled Bermuda[2]	60		15	
Bahia (Argentine or Pensacola)			180	180
Annual Rye Grass		90		90

Notes:

Table from FDOT 2000 Standard Specification for Road and Bridge Construction. Bermuda shall not be used in areas adjacent to existing or proposed landscaping.

6. When hydroseeding is used, Contractor shall submit hydro-seeding mix to the County Engineer for approval. Mix shall include permanent and temporary seed, fertilizer, mulch, and soil seal. The mix shall give a seeding, mulching and fertilizing rate that is equal to or greater than the seeding rates specified in the table above and meeting standards for hydroseeding technology.

7. Seeding may only be used on slopes less than 4:1 horizontal to vertical (H:V). Sod all slopes between 4:1 and 2:1 H:V slopes. Use lapped and pinned sodding or erosion control blankets for all slopes between 2:1 and 1:1 H:V. Use retaining walls or sand cement riprap for slopes greater than 1:1 (H:V).

8. When working in the waters of the state under a state or federal regulatory permit, the Contractor shall take water samples as directed by the conditions of the permit.

Section 105 – Contractor Quality Control General Requirements

1. The Contractor shall have the following Florida Department of Transportation (FDOT) plant and laboratory approvals:
    a. An FDOT approved asphaltic concrete production plant.
    b. An FDOT approved asphaltic concrete laboratory at the asphalt production plant.

2. The contractor shall provide at or prior to the pre-award meeting personnel certifications meeting the requirements of FDOT Specification Section 105-8.

3. The contractor shall provide a Florida Department of Environmental Protection qualified Stormwater Management Inspector who shall inspect the construction site in accordance with the Pollution Control Inspection Plan and the Stormwater Pollution Prevention Plan for the NPDES Construction Permit.

Section 110 – Clearing and Grubbing

1.The Contractor shall protect from disturbance or damage all land monuments and property markers. All disturbed land monuments and property markers shall be properly restored to original condition at Contractor's expense.

Section 120 – Earth Work and Related Operations

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually acceptable to the County and the Contractor for any resolution testing. The Contractor will retain and store any resolution test samples.

2. The County shall not compensate the Contractor for overhaul of excavated materials. The Contractor shall include the cost of such overhaul in the unit price for excavation or embankment, as applicable.

3. The Contractor shall stockpile, except in the area denoted in the roadway plans, and use all suitable excavated materials on the jobsite and haul off any excess upon completion of the job. Topsoil shall be stored in a separate stockpile in the County right of way or as directed by the County Engineer except the area denoted in the roadway plans.

Section 327 – Milling of Existing Asphalt Pavement

1. Asphalt concrete millings are to remain property of the County unless otherwise noted on the plans. The Contractor shall haul the asphalt concrete millings to the stockpile designated by the County Public Works Department Roads and Bridges Division. Call the Bay County Roads and Bridges Division (phone 850-248-8810) to obtain the stockpile locations.

Section 334 – Superpave Asphalt Concrete

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually acceptable to the County and the Contractor for any resolution testing. For plant and roadway asphaltic concrete acceptance, Contractor is to utilize all methods of construction quality control testing and frequency of testing in accordance with FDOT 2016 Specification.

2. For all paving contracts, the asphalt concrete supplier shall allow County personnel or their designated representatives to inspect the asphalt production plant and laboratory, and to monitor the on-site laboratory testing of asphaltic concrete during production runs for County projects. If County personnel or their designated representatives need take asphalt concrete samples from the trucks at the asphalt plant or at the job site the Contractor shall provide a safe platform for taking the samples.

3. The Contractor shall stop production of asphaltic concrete in time for the mix to be placed and finished 30 minutes prior to sundown. If the contractor predicts such operations cannot be completed prior to sundown, approval must be obtained from the County.

4. The County will not allow asphaltic concrete to be produced or placed until the County Inspector and Contractor have received satisfactory test results and certified the base to be suitable for paving.

5. Segregated aggregate, surface bumps and depressions, bleeding asphalt concrete, clay balls, poor aggregate gradation, asphalt content out-of-tolerance from the job mix formula, poor joint construction, and noncompliance with the rolling procedures may all

result in rejection of the asphalt concrete by the County. In such cases the Contractor, at Contractor's expense, shall remove and replace the asphalt concrete, or overlay the existing pavement with suitable material. The choice to remove and replace, or overlay the deficient asphalt concrete shall be made by the County Engineer.

6. The County will not accept nor pay for any asphaltic concrete placed without a County Inspector on-site during the entire paving operation. To receive payment for paving materials, the Contractor must give the County Inspector a materials delivery ticket showing mix design, the truck number, the tonnage, the date, and the job name. Contractor's failure to give the delivery ticket to the inspector may result in the County not paying for the material. If the paving schedule changes the Contractor must give the County Inspection office 48 hours (2 work days exclusive of Saturday and Sundays) in advance of the beginning of paving. Failure to give the 48 hours notification will result in shutdown of the paving operation by the County Inspector or County Engineer.

7. The Contractor shall utilize a Material Transfer Vehicle (MTV) on any single road with the total combined lane length of 1.0 mile or greater.

Section 346 – Portland Cement Concrete

1. The Contractor shall stop production of portland cement concrete in time for the mix to be placed and finished 30 minutes prior to sundown.

2. The County will not allow Portland cement concrete to be produced or placed until the County Inspector and Contractor have received satisfactory test results and certified the base to be suitable for concrete placement. The County will not accept or pay for any Portland cement concrete placed without a County Inspector being on site to observe placement, and the County requires 48 hours notice to schedule its inspectors.

Section 400 – Concrete Structures

1. County Inspector must be present during placement of all concrete. The County will not pay for any concrete placed without a County Inspector present. Contractor shall give 48 hours (2 workdays) advance notice to the County Inspector prior to placement.

Section 425 – Inlets, Manholes, and Junction Boxes

1. Unless otherwise approved by the County Engineer, inlet basins shall have sump bottoms with drain constructed in accordance with FDOT Index 201 Sheet 2.

Section 430 – Pipe Culverts

1. The County does not have a resolution testing lab. If deemed necessary, the Contractor must be willing to use an FDOT certified laboratory that is mutually acceptable to the

County and the Contractor for any resolution testing. The Contractor will retain and store any resolution test samples.

2. Unless otherwise shown on the plans, the cost per linear foot for the installation of any drainage pipe or structure under a roadway that requires a roadway cut shall include the cost of patching the roadway cut in accordance with the requirements of the Bay County Utility Accommodation Guide, dated March 1992.

3. Only RCP, ERCP, and HDPE meeting requirements of the FDOT specifications are suitable for County projects. Only concrete pipe will be allowed for cross drains and concrete or HDPE pipe will be allowed for side drains. Asphalt coated metal pipe will only be allowed under driveways with concrete mitered ends.

4. The Contractor shall excavate, construct and place all pipelines, concrete work, fill, and bedding rock, in the dry. In addition, the Contractor shall not make the final 24 inches of excavation until the water level is a minimum of one foot below proposed bottom of excavation. For purposes of these specifications, "in-the-dry" is defined to be within 2% of the optimum moisture content of the soil. The County reserves the right to ask the Contractor to demonstrate that the water level is a minimum of one foot below proposed bottom of excavation before allowing the construction to proceed.

Section 530 – Riprap

1. The riprap shall be a durable stone with a minimum unit weight of 165 pounds per cubic foot. Riprap gradation shall consist of reasonably well graded durable rock with a medium stone size of 80 pounds and not over 10 percent larger than 200 pounds. There shall be sufficient small stones and spalls to approximately fill the void between the larger stones.

SUPPLEMENTAL SPECIFICATIONS

334 SUPERPAVE ASPHALT CONCRETE.

(REV 7-1-15) (FA 7-2-15) (1-16)

SUBARTICLE 334-8.2.3.1 is deleted and the following substituted:

334-8.2.3.1 Percent Within Limits: The percent within limits (PWL) and Pay Factors for the LOT will be calculated as described below. Variables used in the calculations are as follows:

x = individual test value (sublot)
n = number of tests (sublots)
s = sample standard deviation
$\Sigma(x^2)$ = summation of squares of individual test values
$(\Sigma x)^2$ = summation of individual test values squared
Q_U = upper quality index
USL = upper specification limit (target value plus upper specification limit from Table 334-8)
Q_L = lower quality index
LSL = lower specification limit (target value minus lower specification limit from Table 334-8)
P_U = estimated percentage below the USL
P_L = estimated percentage above the LSL

1. Calculate the arithmetic mean $(\overline{X})$ of the test values:

$$\overline{X} = \frac{\sum x}{n}$$

2. Calculate the sample standard deviation (s):

$$s = \sqrt{\frac{n\sum\left(x^2\right) - \left(\sum x\right)^2}{n(n-1)}}$$

3. Calculate the upper quality index (Q_U):

$$Q_U = \frac{\text{USL} - \overline{\text{X}}}{\text{s}}$$

4. Calculate the lower quality index (Q_L):

$$Q_L = \frac{\overline{X} - LSL}{s}$$

5. From Table 334-9, determine the percentage of work below the USL (P_U).

6. From Table 334-9, determine percentage of work above the LSL (P_L) Note: If USL or LSL is not specified; percentages within (USL or LSL) will be 100.

7. If Q_U or Q_L is a negative number, then calculate the percent within limits for Q_U or Q_L as follows: enter Table 334-9 with the positive value of Q_U or Q_L and obtain the corresponding percent within limits for the proper sample size. Subtract this number from 100.00. The resulting number is the value to be used in the next step (Step 8) for the calculation of quality level.

8. Calculate the percent within limits (PWL) = (P_U + P_L) - 100

9. Calculate the Pay Factor (PF) for each quality characteristic using the equation given in 334-8.2.3.2.

Table 334-8
Specification Limits

Quality Characteristic	Specification Limits
Passing No. 8 sieve (percent)	Target ± 3.1
Passing No. 200 sieve (percent)	Target ± 1.0
Asphalt Content (percent)	Target ± 0.40
Air Voids (percent)	4.00 ± 1.20
Density, vibratory mode (percent of G_{mm}):	93.00 + 2.00, - 1.20
Density, static mode [(1)] (percent of G_{mm})	92.00 + 3.00, - 1.50 [(1)]

(1) No vibratory mode in the vertical direction will be allowed. Other vibratory modes will be allowed, if approved by the Engineer.

Table 334-9
Percent Within Limits

Quality Index	Percent within Limits for Selected Sample Size			
	n = 3	n = 4	n = 5	n = 6
0.00	50.00	50.00	50.00	50.00
0.05	51.38	51.67	51.78	51.84
0.10	52.76	53.33	53.56	53.67
0.15	54.15	55.00	55.33	55.50
0.20	55.54	56.67	57.10	57.32
0.25	56.95	58.33	58.87	59.14
0.30	58.37	60.00	60.63	60.94
0.35	59.80	61.67	62.38	62.73
0.40	61.26	63.33	64.12	64.51
0.45	62.74	65.00	65.84	66.27

Table 334-9 Percent Within Limits				
Quality Index	Percent within Limits for Selected Sample Size			
	n = 3	n = 4	n = 5	n = 6
0.50	64.25	66.67	67.56	68.00
0.55	65.80	68.33	69.26	69.72
0.60	67.39	70.00	70.95	71.41
0.65	69.03	71.67	72.61	73.08
0.70	70.73	73.33	74.26	74.71
0.75	72.50	75.00	75.89	76.32
0.80	74.36	76.67	77.49	77.89
0.85	76.33	78.33	79.07	79.43
0.90	78.45	80.00	80.62	80.93
0.95	80.75	81.67	82.14	82.39
1.00	83.33	83.33	83.64	83.80
1.05	86.34	85.00	85.09	85.18
1.10	90.16	86.67	86.52	86.50
1.15	97.13	88.33	87.90	87.78
1.20	100.00	90.00	89.24	89.01
1.25	100.00	91.67	90.54	90.19
1.30	100.00	93.33	91.79	91.31
1.35	100.00	95.00	92.98	92.37
1.40	100.00	96.67	94.12	93.37
1.45	100.00	98.33	95.19	94.32
1.50	100.00	100.00	96.20	95.19
1.55	100.00	100.00	97.13	96.00
1.60	100.00	100.00	97.97	96.75
1.65	100.00	100.00	98.72	97.42
1.70	100.00	100.00	99.34	98.02
1.75	100.00	100.00	99.81	98.55
1.80	100.00	100.00	100.00	98.99
1.85	100.00	100.00	100.00	99.36
1.90	100.00	100.00	100.00	99.65
1.95	100.00	100.00	100.00	99.85
2.00	100.00	100.00	100.00	99.97
2.05	100.00	100.00	100.00	100.00
2.10	100.00	100.00	100.00	100.00

Table 334-9 Percent Within Limits				
Quality Index	Percent within Limits for Selected Sample Size			
	n = 3	n = 4	n = 5	n = 6
2.15	100.00	100.00	100.00	100.00
2.20	100.00	100.00	100.00	100.00
2.25	100.00	100.00	100.00	100.00
2.30	100.00	100.00	100.00	100.00
2.35	100.00	100.00	100.00	100.00
2.40	100.00	100.00	100.00	100.00
2.45	100.00	100.00	100.00	100.00
2.50	100.00	100.00	100.00	100.00
2.55	100.00	100.00	100.00	100.00
2.60	100.00	100.00	100.00	100.00
2.65	100.00	100.00	100.00	100.00

THIS COMPLETES THIS SPECIFICATIONS PACKAGE

EXHIBIT 2
CONTRACTOR'S RESPONSE

General Info

Total:

$1,122,042.55

Number

17-04

Deadline

12/13/2016 02:00 PM CST

Vendor

C.W. Roberts Contracting, Inc.

Submitted

12/13/2016 01:10 PM CST **Signed By** William Castleberry

Opened

12/13/2016 02:01 PM CST **By** kgrindle@baycountyfl.gov

Description

CR2315 (Star Avenue) Safety Improvements

Allows zero unit prices and labor

Yes

Allows negative unit prices and labor

Yes

PRE-BID MEETING

MANDATORY PRE-BID MEETING

A MANDATORY Pre-Bid Meeting will be held at 10:00 am on Wednesday, November 30, 2016 in the Public Works Conference Room, 840 W. 11th Street, Panama City, FL 32401.

Note: Bidders shall attend the pre-bid meeting. Any Bidder who fails to attend will be deemed non-responsive and automatically disqualified from further consideration. The purpose of this meeting is to familiarize bidders with the project and answer questions. All bidders must be present and signed in prior to the start of the Mandatory Pre-Bid Meeting. The convener of the meeting will collect the sign in sheet(s) and the meeting will "Officially" start. Anyone not signed in at the "Official" start of the meeting will be considered late and will not be allowed to bid on the project. Please allow 10 to 15 minutes to sign in prior to the start of the Mandatory Pre-Bid Meeting.

In the event that any discussions or questions at the pre-bid meeting or afterward require additional clarification the COUNTY will issue a written summary of questions and answers as an addendum to this Invitation to Bid.

PAY ITEMS (BID PRICE)

$1,122,042.55

BID ITEM	DESCRIPTION	UNIT	QUANTITY	Price	Extension
101-1	Mobilization	LS	1	$55,000.00	$55,000.00
102-1	Maintenance of Traffic	LS	1	$49,000.00	$49,000.00
102-3	Commercial Material For Driveway Maintenance	CY	100	$24.50	$2,450.00
104-10-3	Sediment Barrier	LF	1,964	$3.05	$5,990.20
104-11	Floating Turbidity Barrier	LF	70	$15.90	$1,113.00
110-1-1	Clearing and Grubbing	LS	1	$10,000.00	$10,000.00
120-1	Regular Excavation	CY	1,913	$4.30	$8,225.90
120-2-2	Borrow Excavation (Truck Measure)	CY	700	$10.05	$7,035.00
160-4	Type B Stabilization	SY	2,755	$3.20	$8,816.00
285-709	Optional Base Group 9	SY	1,786	$15.00	$26,790.00
286-1	Turnout Construction	SY	100	$29.90	$2,990.00
327-70-19	Milling Existing Asphalt Pavement, 0.75" Avg. Depth	SY	92,094	$0.70	$64,465.80
334-1-23	Superpave Asphalt Conc, Traffic C, PG 76-22, PMA	TN	157	$90.00	$14,130.00
337-7-43	Asphalt Conc FC,Traffic C,FC-12.5,PG 76-22	TN	8,898	$70.00	$622,860.00
400-1-2	Class 1 Concrete, Endwall	CY	8	$2,109.00	$16,872.00
430-174-118	Pipe Culvert, Op Matl, Round 18" SD	LF	32	$105.30	$3,369.60
430-175-148	Pipe Culvert, Op Matl, Round 48" S/CD	LF	8	$264.00	$2,112.00
430-984-125	Mitered End Sect, Optional Rd, 18" SD	EA	2	$1,364.00	$2,728.00
570-1-2	Performance Turf, Sod	SY	16,305	$2.50	$40,762.50
700-1-12	Single Post Sign	EA	2	$333.00	$666.00
700-1-50	Single Post Sign; Relocate	EA	2	$53.00	$106.00
700-2-50	Multi Post Sign; Relocate	EA	2	$265.00	$530.00
700-12-21	Sign Beacon; Solar	EA	2	$5,184.00	$10,368.00
701-15-111	Profiled Thermo Pavement Marking	NM	13	$4,233.00	$55,029.00
706-3	Retro-Reflective Pavement Markers	EA	1,463	$3.70	$5,413.10

PAY ITEMS (BID PRICE)

$1,122,042.55

BID ITEM	DESCRIPTION	UNIT	QUANTITY	Price	Extension
710-11-111	Painted Pvmt Mark, Std, White, Solid 6"	NM	26	$450.00	$11,700.00
710-11-125	Painted Pvmt Mark, Std, White, Solid 24"	LF	686	$1.60	$1,097.60
710-11-160	Painted Pvmt Mark, Std, White, Message	EA	6	$47.60	$285.60
710-11-170	Painted Pvmt Mark, Std, White, Arrows	EA	8	$37.00	$296.00
710-11-211	Painted Pvmt Mark, Std, Yellow, Solid 6"	NM	19	$926.00	$17,594.00
710-11-224	Painted Pvmt Mark, Std, Yellow, Soild, 18'	LF	287	$1.30	$373.10
710-11-231	Painted Pvmt Mark, Std, Yellow Skip 6"	GM	4	$476.00	$1,904.00
711-11-111	Thermoplastic, Std, White, Solid 6"	NM	0	$3,915.00	$0.00
711-11-125	Thermoplastic, Std, White, Solid 24"	LF	452	$3.20	$1,446.40
711-11-160	Thermoplastic, Std, White, Message	EA	3	$79.40	$238.20
711-11-170	Thermoplastic, Std, White, Arrows	EA	8	$53.00	$424.00
711-11-211	Thermoplastic, Std, Yellow, Solid 6"	NM	7	$3,915.00	$27,405.00
711-11-224	Thermoplastic, Std, Yellow, Soild, 18"	LF	287	$2.65	$760.55
711-11-231	Thermoplastic, Std, Yellow, Skip 6"	GM	4	$1,904.00	$7,616.00
Misc. 1	Base Repair	SY	568	$60.00	$34,080.00
					Total: $1,122,042.55

ATTACHMENT LIST

17-04 CR2315 (Star Avenue) Safety Improvements Instructions to Bidders
Attachment 1 Pay Item Notes
Attachment 2 Specifications Package
Attachment 3 Local Agency Program/Federal-Aid Contract Requirements The lap documents shall be scanned and submitted with the electronic bid. The LAP documents are included in Attachment 3 Local Agency Program/Federal-Aid Contract Requirements
Attachment 4 FDOT Environmental Certification
Attachment 5 Project Plans
Addendum #1
bid bond form (ar).doc

REQUIRED DOCUMENT LIST

Name	Omission Terms	Submitted File
LAP Certification of Current Capacity FDOT LAP required document		lap-current capacity - jp.pdf
Status of Contracts On Hand FDOT LAP required document		status of contracts on hand.pdf
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion FDOT LAP required document		debarment.pdf
Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts FDOT LAP required document		disclosure of lobbying federal aid.pdf
Disclosure of Lobbying Activities FDOT LAP required document		disclosure of lobbying activities.pdf
Non-Collusion Declaration and Compliance with 49 CFR 29 FDOT LAP required document		non-collusion combined.pdf
6 Required Documents		

BID FORM

This proposal of *

C.W. Roberts Contracting, Inc.

hereinafter called "BIDDER," organized and existing under the laws of the State of *

Florida

doing business as (Insert "a corporation", "apartnership" or "an individual" as applicable) *

Corporation

Signed with property authority and on behalf of *

C.W. Roberts Contracting, Inc.

Name of Firm *

C.W. Roberts Contracting, Inc.

In compliance with the Advertisement for Bids, BIDDER hereby proposes to perform all work, as detailed in this bid.

By submission of this BID, each Bidder certifies, and in the case of a joint BID each party thereto certifies as to its own organization, that this BID has been arrived at independently, without consultation, communication or agreement as to any matter relating to this BID with any other BIDDER or with any other competitor.

Contractor agrees to perform the entire work as indicated and in compliance with the Contract Documents and Specifications, complete in every detail.

Authorized Signature *

William Castleberry

Title *

Estimator

Date *

12/13/16

BID BOND

Name	Omission Terms	Submitted File
Bid Bond A Bid Bond, in the amount of 5% of the proposed base bid contract amount, shall accompany each bid. A scanned copy may be submitted with the e-bid and the original delivered within 24 hours after bid opening.		bond.pdf
1 Required Document		

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda (select + to add fields)

Addendum No. *	Date *
Addendum # 1	12/07/16

Name of Firm *

C.W. Roberts Contracting, Inc.

Authorized Signature *

William Castleberry

Title *

Estimator

Date *

12/13/16

ANTI-COLLUSION CLAUSE

Firm certifies that their response is made without prior understanding, agreement or connection with any Corporation, Firm or person submitting a response for the same services and is in all respects fair and without collusion or fraud.

Name of Firm: *

C.W. Roberts Contracting, Inc.

Authorized Signature (Printed): *

William Castleberry

Title: *

Estimator

Date: *

12/13/16

CONFLICT OF INTEREST DISCLOSURE FORM

For purposes of determining any possible conflict of interest, all firms, must disclose if any Bay County Board of County Commissioner(s), employee(s), elected officials(s), or any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

Indicate either “yes” (a county employee, elected official, or agency is also associated with your firm), or “no”. If yes, give person(s) name(s) and position(s) with your firm.

Select one: *

No

Names (Click the + icon to add more)

Name:	Position:

Name of Firm: *

C.W. Roberts Contracting, Inc.

Authorized Signature (Printed): *

William Castleberry

Title: *

Estimator

Date: *

12/13/16

IDENTICAL TIE BIDS/DRUG FREE WORKPLACE

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more submittals, which are equal with respect to price, quality, and service, are received by the County for the procurement of commodities or contractual services, a submittal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process.

Established procedures for processing tie bids will be followed if none of the tied firms have a drug-free workplace program. To have a drug-free workplace program, a business shall:
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.
Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in subsection (1).
In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under Bid, the employees 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.

Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.

Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following: *

This firm complies fully with the above requirements.

Name of Firm: *

C.W. Roberts Contracting, Inc.

Authorized Signature (Printed Name) *

William Castleberry

Title: *

Estimator

SUB-CONTRACTORS

As the bidder, I submit a listing of the Sub-Contractors which I shall use to accomplish the Work. Sub-Contractors are listed by name, address, amount of work and item of work. If none, please state so.

Subcontractor (Add more by clicking the + icon)

Subcontractor Name and Address: *

ACME 1675 Commerce Blvd. Midway, FL 32343

Work to be performed: *

Traffic Control

Amount: *

$9,030.00

Subcontractor (Add more by clicking the + icon) 1

Subcontractor Name and Address: *

Turf Grass Installations 5457 Lee Farm Blvd Crestview, FL 32536

Work to be performed: *

Sod

Amount: *

$27,230.00

Subcontractor (Add more by clicking the + icon) 2

Subcontractor Name and Address: *

Emerald Coast Striping 1901 N East Ave, Panama City, FL 32405

Work to be performed: *

Striping

Amount: *

$136,681.00

Subcontractor (Add more by clicking the + icon) 3

Subcontractor Name and Address: *

Griffin Traffic Signals 6509 Hwy 22 Panama City, FL 32404

Work to be performed: *

Ped Beacon

Amount: *

$9,800.00

Subcontractor (Add more by clicking the + icon) 4

Subcontractor Name and Address: *

Royal American Construction 1002 W 23rd St Ste 400, Panama City, FL 32405

Work to be performed: *

Storm Drainage

Amount: *

$23,562.00

Name of Firm: *

C.W. Roberts Contracting, Inc.

Authorized Signature (Printed Name): *

William Castleberry

Title: *

Estimator

Date: *

12/13/16

EXHIBIT 3
LOCAL AGENCY PROGRAM/FEDERAL-AID CONTRACT REQUIREMENTS

CONTRACTOR PURCHASED EQUIPMENT FOR STATE OR LOCAL OWNERSHIP (Checklist item # 8)
The Local Agency or Owner shall not purchase any equipment from Contractor that was used on a Federal-Aid project.

LOCAL / STATE HIRING PREFERENCE (Checklist Item # 19)
The Local Agency or Owner shall not have any state or local hiring preference regarding this contractor as it relates to 23 CFR 635.117.

PROHIBITION AGAINST CONVICT PRODUCED MATERIALS (Checklist item # 28)
FDOT Standard Specifications for Road and Bridge Construction, Division I, Section 6-5.1

PUBLIC AGENCIES IN COMPETITION WITH THE PRIVATE SECTOR (Checklist Item # 29)
No public agency shall be permitted to bid in competition or to enter into subcontracts with private contractors. A public agency is defined as any organization with administrative or functional responsibilities that are either directly or indirectly affiliated with a governmental body of any nation, state or local jurisdiction.

PUBLICLY OWNED EQUIPMENT (Checklist Item # 30)
Publicly owned equipment shall not compete with privately owned equipment on this contract. Public owned equipment is defined as equipment previously purchased or otherwise acquired by the agency involved for use in its own operations.

SALVAGE CREDITS (Checklist Item # 31)
The local agency cannot accept any credits for salvaged materials. The contractor is to take ownership and dispose of all materials that are not designated as the property of other parties, in both roadway and structures, found on the right-of-way, and all material in structures designated for removal.

STATE (FLORIDA OR OTHER) PRODUCED MATERIALS (Checklist Item # 33)
Materials or articles produced by Florida state forces shall not be favored to the exclusion of comparable materials or articles produced outside of the state.

STATE / LOCAL OWNED / FURNISHED / DESIGNATED MATERIALS (Checklist Item # 34)
The local agency cannot provide materials. All materials must be provided by the contractor.

SUSPENSION AND DEBARMENT (Checklist Item # 36)
The Local Agency or Owner shall ensure inclusion of Form # 375-010-32 (see Attachments) in the contract bid documents.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term “perform work with its own organization” refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
(2) the prime contractor remains responsible for the quality of the work of the leased employees;
(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost $25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1**. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. **Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed $100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-32
PROCUREMENT
11/15

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION- LOWER TIER COVERED TRANSACTIONS FOR FEDERAL AID CONTRACTS

(Compliance with 2 CFR Parts 180 and 1200)

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant/Contractor: CW Roberts Contracting, Inc.

By: _____

Date: December 13, 2016

Title: Vice President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
02/16

Is this form applicable to your firm?
YES ☐ NO ☐
If *no*, then please complete section 4 below for "Prime"

1. Type of Federal Action:	**2. Status of Federal Action:**	**3. Report Type:**
a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	a. bid/offer/application b. initial award c. post-award	a. initial filing b. material change **For Material Change Only:** Year: _____ Quarter: _____ Date of last report: _____ (mm/dd/yyyy)

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier _____, *if known*: Congressional District, *if known*: 4c _____	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: _____ Congressional District, *if known*: _____
6. Federal Department/Agency:	**7. Federal Program Name/Description:** CFDA Number, *if applicable*: _____
8. Federal Action Number, *if known*:	**9. Award Amount,** *if known*: $ _____
10. a. Name and Address of Lobbying Registrant (*if individual, last name, first name, MI*):	**b. Individuals Performing Services** (*including address if different from No. 10a*) (*last name, first name, MI*):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.	Signature: Darryl Carpenter Print Name: Darryl Carpenter Title: Vice President Telephone No.: 850-835-3500 Date (mm/dd/yyyy): 12/13/2016

Federal Use Only:

Authorized for Local Reproduction
Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the fullname, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions. (Standard Form-LLL can be obtained from the Florida Department of Transportation's Professional Services Administrator or Procurement Office.)

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Name of Consultant:

By: Darryl Carpenter Date: December 13, 2016 Authorized Signature

Title: Vice President

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL

For bids to be received on December 13, 2016
(Letting Date)

Fill in your FDOT Vendor Number
VF 59-168-3951
(Only applicable to FDOT pre-qualified contractors)

CERTIFICATE

I hereby certify that the amount of any proposal submitted by this bidder for the above letting does not exceed the amount of the Firm's CURRENT CAPACITY (maximum capacity rating less total uncompleted work).

The total uncompleted work as shown on the "Status of Contracts on Hand" report (page 2) $ 38,000,168.00

I further certify that the "Status of Contracts on Hand" report (page 2) was prepared as follows:

1. If the letting is before the 25th day of the month, the certificate and report reflect the uncompleted work as of the 15th day of the month, last preceding the month of the letting.

2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

3. All new contracts (and subcontracts) awarded earlier than five days before the letting date are included in the report and charged against our total rating.

I certify that the information above is correct.

CW Roberts Contracting, Inc.
NAME OF FIRM

Sworn to and subscribed this 13th day of December, 20 16

By: [signature]
Vice President
Title

STATUS OF CONTRACTS ON HAND

(Furnish complete information about all your contracts, whether prime or subcontracts; whether in progress or awarded, but not yet begun; and regardless of whom contracted with.)

1	2	3	4	5	6
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	UNCOMPLETED AMOUNT TO BE DONE BY YOU	
				AS PRIME CONTRACTOR	AS SUBCONTRACTOR
See Attached					
NOTE: Columns 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between columns 2 and 3. Amount in columns 5 or 6 to be uncompleted portion of amount in column 4. All amounts to be shown to nearest $100. The Contractor may consolidate and list as a single item all contracts which, individually, do not exceed 3% of total, and which, in the aggregate, amount to less than 20% of the total.			TOTALS	$0.00	$0.00
			TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMNS 5 AND 6)	$0.00	

C. W. Roberts Contracting, Inc.

Profit Recognition Report

September 23, 2016

						FY 2016					
	Job #	P or S	P or S	Dot	Dot	Description of Project	Contract	Others	Contract	as Prime	as Sub
Tallahassee	1092	Sub	2	Non	2	Cap Circle NW/SW A/C Blue Print	8,970,654	0	8,970,654	0	656,767
Tallahassee	1114	Prime	1	Non	2	Tallahassee Airport 9-27	20,768,606	6,433,531	14,335,075	237,676	0
Tallahassee	1150	Sub	2	Non	2	FAMU Way Phase 1	544,369	0	544,369	0	79,543
Tallahassee	1183	Prime	1	Non	2	Fred George Greenway	3,676,092	1,864,673	1,811,419	158,723	0
Tallahassee	1228	Sub	2	DOT	1	Leon County Rest Areas Site Work	2,151,974	619,049	1,532,925	0	60,541
Tallahassee	1234	Prime	1	Non	2	Jody Fields Rd - 173	110,905	0	110,905	14,013	0
Tallahassee	1236	Prime	1	Non	2	Charles Pippin Rd - 172	177,404	0	177,404	44,362	0
Tallahassee	1239	Prime	1	Non	2	Gadsden County BOCC - 2015 Pav Proj	1,296,047	13,875	1,282,172	140,646	0
Tallahassee	1246	Sub	2	Non	2	Bannerman Road Widening	234,570	0	234,570	0	12,354
Tallahassee	1251	Prime	1	DOT	1	SR 8 (I-10)	3,458,279	787,257	2,671,022	307,109	0
Tallahassee	1255	Sub	2	Non	2	Magnolia Drive Multiuse Trail	179,921	157,039	22,882	0	140,991
Tallahassee	1258	Sub	2	Non	2	TMH Parking Lot Expansion	444,479	0	444,479	0	5,436
Tallahassee	1261	Prime	1	Non	2	2015 Road Paving Project - Franklin County	1,722,094	193,156	1,528,938	118,521	0
Tallahassee	1263	Prime	1	DOT	1	FDOT Road SR 59	1,320,720	242,122	1,078,598	33,565	0
Tallahassee	1271	Prime	1	DOT	1	SR 20 (US 27) Apapachee Pkwy	4,746,511	1,917,604	2,828,907	4,343,243	0
Tallahassee	1273	Prime	1	DOT	1	FDOT 3553	5,052,132	818,406	4,233,726	4,429,896	0
Freeport	1137	Prime	1	Non	2	City of Ft. Walton Beach Annual Paving	121,439	13,300	108,139	17,467	0
Freeport	1147	Prime	1	Non	2	Hurlburt Sewer Rehab	214,390	0	214,390	204,110	0
Freeport	1163	Sub	2	DOT	1	D/B SR 83 (US 331) Bridge	3,097,774	3,500	3,094,274	0	1,846,310
Freeport	1166	Prime	1	DOT	1	SR 123 Okaloosa Co T3474	13,307,237	6,282,774	7,024,463	466,405	0
Freeport	1168	Prime	1	Non	2	City of FWB - Annual Paving FY 14-15	557,301	25,000	532,301	509,329	0
Freeport	1190	Prime	1	Non	2	Pod 1 & 4A - Utilities Base & Paving	2,391,648	1,340,042	1,051,606	320,981	0
Freeport	1191	Prime	1	Non	2	Pod 1 & 4A - Final Asphalt Surface	106,596	0	106,596	105,764	0
Freeport	1192	Prime	1	Non	2	Eglin Housing Project Pod 2	1,546,555	668,472	878,083	114,301	0
Freeport	1193	Prime	1	Non	2	Eglin Parcel D Pod 3	1,496,357	677,715	818,642	168,294	0
Freeport	1194	Prime	1	Non	2	Eglin Housing Project Pod 2 & 3 - Final Surface	187,455	0	187,455	158,319	0
Freeport	1221	Sub	2	DOT	1	D/B SR 83- PH B Paving - AC	277,980	0	277,980	0	23,213
Freeport	1223	Prime	1	Non	2	Repair Section of Memorial Trail - Eglin Project	104,578	3,438	101,140	26,738	0
Freeport	1232	Prime	1	DOT	1	SR 83 (US 331) South Widening	1,125,000	0	1,125,000	291,820	0
Freeport	1237	Prime	1	Non	2	Eglin Housing Project Community Center	532,205	201,536	330,669	115,262	0
Freeport	1241	Prime	1	Non	2	DO# 00006 SFG HQ	416,505	111,102	305,403	97,169	0
Freeport	1249	Prime	1	Non	2	Laurel Hill CDBG	479,172	89,699	389,473	27,624	0
Freeport	1256	Prime	1	DOT	1	I 10 (SR 8) Approach Slabs	866,635	464,231	402,404	185,832	0
Freeport	1260	Prime	1	Non	2	Eglin Housing POD 6	2,988,706	838,812	2,149,894	812,811	0
Freeport	1264	Prime	1	DOT	1	FDOT US 90 Mill & Resurf	2,759,567	502,836	2,256,731	85,618	0
Freeport	1265	Prime	1	DOT	1	SR 81 Holmes	6,785,910	1,051,615	5,734,295	3,455,073	0
Freeport	1266	Prime	1	DOT	1	SR 30 (US 98) Pedestrial Crossway	1,023,403	817,914	205,489	27,970	0
Freeport	1270	Prime	1	Non	2	RR 213 Paving Material	202,565	172,156	30,409	25,441	0
Freeport	1274	Prime	1	DOT	1	SR 20 Banks & Shore	871,985	341,470	530,515	281,079	0
Freeport	1275	Prime	1	Non	2	DO# 0008 TWY G&J	1,120,456	62,036	1,058,420	146,910	0
Freeport	1276	Prime	1	Non	2	DO# 0009 A/F Markings - Eglin	499,866	393,718	106,148	30,264	0
Freeport	1277	Prime	1	Non	2	DO# 0010 Maintain A/F Striping	499,866	396,720	103,146	30,262	0
Freeport	1279	Prime	1	Non	2	DO# 0011 RWY Rubber/Paint RMVL	2,288,065	1,743,617	544,448	339,240	0
Freeport	1280	Prime	1	Non	2	DO# 0012 Repair Range Road 213	1,434,781	209,440	1,225,341	438,380	0
Wildwood	1170	Prime	1	DOT	1	I-75 DB (Pasco Cnty line to S of US98)	6,830,277	0	6,830,277	76,014	0
Wildwood	1180	Prime	1	Non	2	City of Ocala Citywide	4,085,000	0	4,085,000	310,178	0
Wildwood	1226	Prime	1	Non	2	Residential Road Resurfacing Project	7,523,770	175,020	7,348,750	1,094,107	0
Wildwood	1250	Prime	1	Non	2	Marion County Silver Springs	1,767,334	235,524	1,531,810	10,820	0
Wildwood	1267	Prime	1	Non	2	2016 Pavement Management Rehab Program	3,034,047	306,740	2,727,307	1,558,981	0
Wildwood	1268	Prime	1	Non	2	Leesburg Airport	414,821	381,585	33,236	65,886	0
Wildwood	1269	Prime	1	Non	2	CR 466 A Phase 1	3,237,561	916,220	2,321,341	2,753,241	0
Wildwood	1278	Prime	1	Non	2	Silver Springs Shores 2016	905,420	110,365	795,055	900,166	0
Wildwood	1286	Prime	1	Non	2	Rainbow Lakes Estates	844,287	142,951	701,336	839,617	0
Wildwood	1288	Prime	1	Non	2	Citrus Park Marion County	365,749	18,601	347,148	363,530	0
Panama City	1222	Prime	1	DOT	1	SR-22 Milling and Resurfacing	3,085,907	1,053,352	2,032,555	312,948	0
Panama City	1240	Prime	1	DOT	1	SR 30 (US 98) Gulf Co	3,724,106	621,570	3,102,536	307,905	0
Panama City	1242	Prime	1	DOT	1	SR 30 (US 98) Franklin Co	1,622,910	205,810	1,417,100	72,090	0
Panama City	1247	Prime	1	Non	2	FEMA Project 1 Area 1	270,580	2,780	267,800	134,466	0
Panama City	1248	Prime	1	Non	2	FEMA Project 1 Area 2	1,160,736	2,450	1,158,286	477,618	0
Panama City	1253	Prime	1	Non	2	Joan Ave & Thomas Drive Intersection Improv	319,462	70,132	249,330	22,095	0
Panama City	1272	Sub	2	DOT	1	SR 30 (US 98) Flyover	5,861,453	0	5,861,453	0	5,765,015
Panama City	1281	Prime	1	DOT	1	US 98 (SR 30) Gulf Co T3513	742,276	139,918	602,358	734,064	0
Panama City	1282	Prime	1	Non	2	City of Callaway Resurfacing	115,166	0	115,166	17,026	0
Panama City	1287	Sub	2	Non	2	Watersound Origins PH2B	799,610	44,250	755,360	0	704,346
Panama City	1289	Sub	2	Non	2	Tyndall AFB FY-14	350,382	0	350,382	0	344,683
							149,219,608	33,885,123	115,334,485	28,360,969	9,639,199

Total Uncompleted	38,000,168
Maximum Capacity	445,000,000
Available Capacity	406,999,833
FDOT	23,105,710
Non-FDOT	14,894,458

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR §29.

ITEM/SEGMENT NO.: 433564-2-58-01
F.A.P. NO.:
MANAGING DISTRICT: 3
PARCEL NO.:
COUNTY OF: Bay
BID LETTING OF:

I, Darryl Carpenter (NAME), hereby declare that I am Vice President (TITLE) of CW Roberts Contracting, Inc. (FIRM) of Panama City, Florida (CITY AND STATE) and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this State Project.

I further declare that:

1. The prices(s) and amount of this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause or induce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitting a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval or submission of my firm's bid on this project and have been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in this Declaration.

8. As required by Section 337.165, Florida Statutes, the firm has fully informed the Department of Transportation in writing of all convictions of the firm, its affiliates (as defined in Section 337.165(l)(a), Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

9. I certify that, except as noted below, neither my firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of Federal funds:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any Federal department or agency;

(b) has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against him or her for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, State or local government transaction or public contract; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

(c) is presently indicted for or otherwise criminally or civilly charged by a Federal, State or local governmental entity with commission of any of the offenses enumerated in paragraph 9(b) of this certification; and

(d) has within a three-year period preceding this certification had one or more Federal, State or local government public transactions terminated for cause or default.

10. I(We), certify that I(We), shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this contract by any Federal Agency unless authorized by the Department.

Where I am unable to declare or certify as to any of the statements contained in the above stated paragraphs numbered (1) through (10), I have provided an explanation in the "Exceptions" portion below or by attached separate sheet.

EXCEPTIONS:

(Any exception listed above will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate to whom it applies, initiating agency and dates of agency action. Providing false information may result in criminal prosecution and/or administrative sanctions.)

I declare under penalty of perjury that the foregoing is true and correct.

CONTRACTOR: (Seal)

BY: Darryl Carpenter/Vice President
NAME AND TITLE PRINTED

BY:
SIGNATURE

WITNESS:

WITNESS:

Executed on this 13th day of December, 2016

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

EXHIBIT 4
BAY COUNTY
INSURANCE REQUIREMENTS

1. LOSS CONTROL/SAFETY

a. Precaution shall be exercised at all times by the Contractor for the protection of all persons, including employees, and property. The Contractor shall be expected to comply with all laws, regulations or ordinances related to safety and health, shall make special effort to detect hazardous conditions and shall take prompt action where loss control/safety measures should reasonably be expected.

b. The County may order work to be stopped if conditions exist that present immediate danger to persons or property. The Contractor acknowledges that such stoppage will not shift responsibility for any damages from the Contractor to the County.

c. The Contractor acknowledges that possession, use, or threat of use of weapons or firearms is not permitted on County property, including in the Contractor's vehicles, unless such possession or use of a weapon is a necessary and an approved requirement of the contract.

2. DRUG FREE WORK PLACE REQUIREMENTS

All contracts with individuals or organizations that wish to do business with the Bay County Board of Commissioners, a stipulation will be made in the contract or purchase order that requires contractors, subcontractors, vendors or consultants to have a substance abuse policy. The employees of such contractors, subcontractors, vendors or consultants will be subject to the same rules of conduct and tests as the employees of the Bay County Board of Commissioners. In the event of an employee of a supplier of goods or services is found to have violated the Substance Abuse Policy, that employee will be denied access to the County's premises and job sites. In addition, if the violation(s) is/are considered flagrant, or the County is not satisfied with the actions of the contractor, subcontractor, vendor, or consultant, the County can exercise its right to bar all of the contractor's, subcontractor's, vendor's, or consultants employees from its premises or decline to do business with the contractor, subcontractor, vendor or consultant in the future. All expenses and penalties incurred by a contractor, subcontractor, vendor or consultant as a result of a violation of the County's Substance Abuse Policy shall be borne by the contractor, subcontractor, vendor, or consultant.

3. INSURANCE - BASIC COVERAGES REQUIRED

a. The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County, on policies and with insurers acceptable to the County. 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.

b. Except for workers' compensation and professional liability, the Contractor's insurance policies shall be endorsed to name the County as an additional insured to the extent of the County's interests arising from this agreement, contract, or lease.

c. Except for workers' compensation, the Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

d. 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.

e. Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County shall be considered excess, as may be applicable to claims which arise out of the Hold Harmless, Payment on Behalf of the County, Insurance, Certificates of Insurance and any Additional Insurance provisions of this agreement, contract or lease.

f. WORKERS' COMPENSATION COVERAGE

The Contractor shall take out and maintain during the life of this contract the applicable statutory Worker's Compensation Insurance, and in the case of any work sublet, the Contractor shall require the subcontractor similarly to provide statutory Worker's Compensation Insurance for the latter's employees. The Contractor shall require each of his subcontractors similarly to maintain Employer's Liability Insurance similarly to the Contractor. The Contractor shall provide to the County an Affidavit stating that he meets all the requirements of Florida Statute 440.

Worker's Compensation – Required limits:

Coverage A – Coverage will include statutory requirements

Coverage B – Employers Liability

$500,000 each Person

$500,000 each Person by Disease

$500,000 Policy Limit - Disease

g. 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 or Comprehensive 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 amount of coverage required.

h. GENERAL LIABILITY COVERAGE

Commercial General Liability - 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, and broad form property damage, 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.

i. PRODUCTS/COMPLETED OPERATIONS

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.

j. 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.

k. 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.

l. CERTIFICATES OF INSURANCE

1. Required insurance shall be documented in Certificates of Insurance which provide that the County shall be notified at least 30 days in advance of cancellation, nonrenewal or adverse change. The Certificate Holder will be addressed as the BAY COUNTY BOARD OF COMMISSIONERS, 840 W. 11th Street, Panama City, Florida 32401. All certificates, cancellation, nonrenewal or adverse change notices should be mailed to this address. Each Certificate will address the service being rendered to the County by the Contractor. **The County shall be named as an Additional Insured for both General Liability and Business Auto Liability**.

2. New Certificates of Insurance are to be provided to the County at least 15 days after coverage renewals.

3. If requested by the County, the Contractor shall furnish complete copies of insurance policies, forms and endorsements.

4. For the 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 the liability coverage.

m. RECEIPT OF INSUFFICIENT CERTIFICATES

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.

4. ADDITIONAL INSURANCE

If checked below, the County requires the following additional types of insurance.

☐ **Professional Liability/Malpractice/Errors or Omissions Coverage**

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance with minimum limits of per occurrence. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the inception date of claims made coverage, unless the prior policy was extended indefinitely to cover prior acts.

Coverage shall be extended beyond the policy year either by a supplemental extended reporting period (ERP) of as great duration as available, and with no less coverage and with reinstated aggregate limits, or by requiring that any new policy provide a retroactive date no later than the inception date of claims made coverage.

☐ **Property Coverage for Leases**

The Contractor shall procure and maintain for the life of the lease, all risk/special perils (including sinkhole) property insurance (or its equivalent) to cover loss resulting from damage to or destruction of the building and personal property/contents. The policy shall cover 100% replacement cost, and shall include an agreed value endorsement to waive coinsurance.

☐ **Commercial General Liability Increased General Aggregate Limit (or separate aggregate)**

Because the Commercial General Liability form of coverage includes an annual aggregate limitation on the amount of insurance provided, a separate project aggregate limit of is required by the County for this agreement or contract.

☐ **Liquor Liability**

In anticipation of alcohol being served, the Contractor shall provide evidence of coverage for liquor liability in an amount equal to the general/umbrella/excess liability coverage. If the general liability insurance covers liquor liability (e.g. host or other coverage), the Contractor's agent or insurer should provide written documentation to confirm that coverage already applies to this agreement, contract or lease. If needed coverage is not included in the general/umbrella excess liability policy(ies), the policy(ies) must be endorsed to extend coverage for liquor liability, or a separate policy must be purchased to provide liquor liability coverage in the amount required.

☐ **Owners Protective Liability Coverage**

For renovation or construction contracts the Contractor shall provide for the County an owners protective liability insurance policy (preferably through the Contractor's insurer) in the name of the County. This is redundant coverage if the County is named as an additional insured in the Contractor's Commercial General Liability insurance policy. However, this separate policy may be the only source of coverage if the Contractor's liability coverage limit is used up by other claims.

☐ **Builders Risk Coverage**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss (including theft and sinkhole), 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. If flood and/or earthquake risks exist, flood and earthquake insurance are to be purchased. If there is loss of income, extra expense and/or expediting expense exposure, such coverage is to be purchased. If boiler and machinery risks are involved, boiler and machinery insurance, including coverage for testing, is to be purchased.

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 vehicles from place of receipt to building sites or other storage sites. All risks coverage is preferred.

☒ **Contractor's Equipment Coverage**

Contractor's Equipment insurance is to be purchased to cover loss of equipment and machinery utilized in the performance of work by the Contractor. All risks coverage is preferred. The contract may declare self-insurance for contractor equipment.

☐ **Fidelity/Dishonesty/Liability Coverage – Third Party**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover

dishonest acts of the Other Party's employees resulting in a loss to decedent, i.e. theft of valuables.

☐ **Fidelity/Dishonesty Coverage for Employer (Contractor)**

Fidelity/Dishonesty insurance is to be purchased to cover dishonest acts of the Contractor's employees, including but not limited to theft of vehicles, materials, supplies, equipment, tools, etc., especially property necessary to work performed.

☐ **Fidelity/Dishonesty/Liability Coverage for County**

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the Contractor's employees resulting in loss to the County.

☐ **Electronic Data Liability Insurance**

The Other Party shall purchase Electronic Data Liability with limits of

☐ **Garage Liability Coverage**

Garage Liability insurance is to be purchased to cover the Contractor and its employees for its garage and related operations while in the care, custody and control of the County's vehicles.

☐ **Garage Keepers Coverage (Legal Liability Form)**

Garage Keepers Liability insurance is to be purchased to cover damage or other loss, including comprehensive and collision risks, to the County's vehicles while in the care, custody and control of the Contractor. This form of coverage responds on a legal liability basis, and without regard to legal liability on an excess basis over any other collectible insurance.

☐ **Damage to Premises Rented/Leased to you- (Legal Liability Form)**

Provide property coverage for leased premises due to liability incurred because the insured's negligence results in fire or explosion. Specified limit of liability required.

☐ **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 coverage Watercraft Liability or Protection and Indemnity.

☐ **Aircraft Liability Coverage**

Because the Contractor's provision of services involves utilization of aircraft, aircraft liability coverage must be provided to include bodily injury and property damage

arising out of ownership, maintenance or use of any aircraft, including owned, non-owned and hired.

The minimum limits of coverage shall be per occurrence, Combined Single Limits for Bodily Injury (including passenger liability) and Property Damage.

☐ **Pollution Legal Liability Coverage**

Pollution legal liability insurance is to be purchased to cover pollution and/or environmental legal liability which may arise from this agreement or contract.

☐ **United States Longshoremen and Harbor workers Act Coverage**

The Workers Compensation policy is to be endorsed to include United States Longshoremen and Harbor workers Act Coverage for exposures which may arise from this agreement or contract.

☐ **Jones Act Coverage**

The Workers Compensation policy is to be endorsed to include Jones Act Coverage for exposures which may arise from this agreement or contract.

Bay County Board of County Commissioners
Agenda Item Summary

JPA: SR 30 Western Bay Gateway Roadside Beautification Amendment

DEPARTMENT MAKING REQUEST/NAME:	**MEETING DATE:** 2/7/2017
Public Works Department Keith C. Bryant, P.E., PTOE, Director	

REQUESTED MOTION/ACTION:
Board: 1) Approve the Amendment to the Joint Project Agreement (JPA) with the Florida Department of Transportation (FDOT) for the roadside beautification of SR 30 from the Walton/Bay County line to Front Beach Road; and, 2) Authorize the Chairman to sign the amendment and resolution. (**DISTRICT V)**

AGENDA	**BUDGETED ITEM?** Yes
Public Works - Consent	BUDGET ACTION: None needed. FINANCIAL IMPACT SUMMARY STATEMENT: PROJECT FUNDED BY FDOT ROADSIDE BEAUTIFICATION ASSISTANCE PROGRAM. NO LOCAL FUNDING REQUIRED.

BACKGROUND:
The Florida Department of Transportation (FDOT) has created a Roadside Beautification Assistance Program to provide for the conservation of natural roadside growth and scenery and for the implementation of roadside beautification. On June 2, 2015, the County approved a JPA Agreement for the roadside beautification along the corridor of SR 30 from the Walton/Bay County line to Front Beach Road (**EXHIBIT 1**). The agreement authorizes funds in the amount of $620,000 for the design and construction of the project.

On October 5, 2016 the project was advertised and only one bid was received with unit prices significantly higher than anticipated. On January 3rd, 2017, the Board rejected the bids received and authorized staff to re-write the project scope and re-advertise the project.

Working with FDOT the scope of the project has been revised and the FDOT has agreed to provide an additional $200,000 for the project. The attached JPA amendment and resolution **(EXHIBIT 2)** provides $820,000 for the design and construction of the project with no local match required.

The JPA scope includes funds for landscape design, planting of trees and ground cover, and installation of an irrigation system. The tourist Development Council (TDC) has agreed to provide future maintenance once the project is completed.

ATTACHMENTS:

Description	Type
JPA with FDOT for SR 30 Exhibit 1	Exhibit
JPA with FDOT for SR 30 - Exhibit 2	Exhibit

Exhibit 1: Western Bay Gateway location map

Projection:NAD_1983_StatePlane_Florida_North_FIPS_0903_Feet
This GIS data is not a legal representation of the features depicted; any assumption of the legal status of this data is herby disclaimed.

1 in = 0.19 miles

FM # 436871-1-58-01

FIRST AMENDMENT
TO
JOINT PARTICIPATION AGREEMENT
BETWEEN
THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
AND
THE COUNTY OF BAY, FLORIDA

This Amendment is between the State of Florida, Department of Transportation, "Department," whose mailing address is, 1074 Highway 90, Chipley, Florida 32428 and the County of Bay, "County".

WITNESSETH

WHEREAS, the Department and the County entered into an Agreement, Contract No. ARU63, on June 16, 2015, for landscaping of SR 30 (US 98) "Western Bay Gateway" from Walton County line East to Front Beach Road, under Financial Project No. 436871-1-58-01 ("Project"); and

WHEREAS, the parties desire to amend the Agreement to provide additional funding in the amount of two hundred thousand and 00/100 dollars ($200,000.00) for the Project, under Financial Project No. 436871-1-58-01.

NOW THEREFORE, the parties agree to amend the Agreement as follows:

1. The recitals in the Whereas clause above are incorporated into this Amendment.

2. Under Section 9, paragraph A, subparagraph i), of the Agreement, the language SIX HUNDRED TWENTY THOUSAND and 00/100 DOLLARS ($620,000.00)" is removed and replaced with the following language "EIGHT HUNDRED TWENTY THOUSAND and 00/100 DOLLARS ($820,000.00)."

3. In Exhibit 1, under the heading "STATE RESOURCES (CSFA 55.023)," of the Agreement, the amount "$620,000.00" is removed and replaced with "$820,000.00."

4. Except as modified in this Amendment, the provisions, terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment shall be effective on the last date of execution hereof by a Party.

COUNTY OF BAY

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____

Legal Review:

_____
City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

Name: _____

Title: _____

Date: _____

Attest: _____
Executive Secretary

Legal Review:

_____
Office of the General Counsel

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY FLORIDA AUTHORIZING THE COUNTY TO ENTER INTO THE FIRST AMENDMENT TO ROADSIDE BEAUTIFICATION ASSISTANCE JOINT PARTICIPATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION REGARDING FUNDING FOR THE DESIGN AND CONSTRUCTION OF THE SR 30 (US 98) WESTERN BAY GATEWAY LANDSCAPE PROJECT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation ("Department") and the County entered into an Agreement, Contract No. ARU63, on June 16, 2015, for landscaping of SR 30 (US 98) "Western Bay Gateway" from Walton County line East to Front Beach Road, under Financial Project No. 436871-0-58-01 ("Project"); and

WHEREAS, the parties desire to amend the Agreement to provide additional funding in the amount of two hundred thousand and 00/100 dollars ($200,000.00) for the Project, under Financial Project No. 436871-0-58-01.

Now, Therefore, Be It Resolved by the Board of County Commissioners of Bay County, Florida:

Section 1. Authority. The Chairman of the Board of County Commissioners is authorized to enter into and execute the First Amendment to Joint Project Agreement with the Department.

Section 2. Effective Date. This resolution shall become effective upon adoption.

Done and adopted by the Board of County Commissioners of Bay County, Florida this _____ day of _____, 2017.

_____
William T. Dozier, Chairman

Attest:

_____
Bill Kinsaul, Clerk

Approved for form:

_____
Office of the County Attorney

Bay County Board of County Commissioners
Agenda Item Summary

Mexico Beach Wastewater Treatment Contract Amendment

DEPARTMENT MAKING REQUEST/NAME:	**MEETING**
Benjamin Blitch, P.E., Utility Services Director/ Jennifer Shuler, Assistant County Attorney	**DATE:** 2/7/2017

REQUESTED MOTION/ACTION:
Board: 1) Approve the Wastewater Treatment Contract Amendment between Bay County and the City of Mexico Beach, and; 2) Authorize the Chairman to execute the contract amendment.
(District II)

AGENDA	**BUDGETED ITEM?** No
Utility Services - Consent	BUDGET ACTION: A budget amendment is needed to recognize increase debt service from Mexico Beach to Fund 420 Retail Water/Wastewater due to the increased capacity allocated to Mexico Beach. FINANCIAL IMPACT SUMMARY STATEMENT: The increased capacity to Mexico Beach will impact Fund 420 Retail Water/Wastewater will the revenue from the city is paid. There will be no impact to Fund 412 AWT as the debt service from Bay Retail (where the Mexico Beach funds reside) will remain the same.

BACKGROUND:
Bay County is a co-owner and operator of the Advanced Wastewater Treatment facility (AWT). Bay County entered into the "Owner Interlocal Agreement", dated September 10, 1996, with the cities of Callaway, Parker and Springfield. This agreement defines the capacity allocations, associated financial obligations and management responsibilities of each owner and the operator. Subsequently, Bay County entered into a "Wastewater Treatment Contract", dated May 6, 1997, with the City of Mexico Beach (**Exhibit 1**). This agreement provides a specified portion of Bay County's allocated treatment capacity at the AWT, as well as the associated debt, to Mexico Beach in accordance with the Owner Interlocal Agreement.

In the past several years, the City of Mexico Beach has exceeded their wastewater capacity allocation during their peak months. The City has requested that the County provide additional capacity to account for the exceedances and to allow for future growth and development. Staff has analyzed Bay County's current surplus capacity allocation and anticipated future demands, and has determined that the requested additional 150,000 gallons per day capacity is available.

Bay County Utility Services and County Attorney staff have drafted a contract amendment to provide for the needs of the City (**Exhibit 2**). The City of Mexico Beach has approved the amended contract during their Board meeting on January 24, 2017.

ATTACHMENTS:

Description	Type
Exhibit 1 - Mexico Beach - Wastewater Treatment Contract 5-6-97	Exhibit
Exhibit 2 - First Amendment to Mexico Beach WW treatment contract	Exhibit

WASTEWATER TREATMENT CONTRACT

THIS WASTEWATER TREATMENT CONTRACT (the "Treatment Contract") is made and entered into on this 6th day of May, 1997, by and between Bay County, Florida, acting through its Board of County Commissioners of Bay County, Florida, (the "County") and the City of Mexico Beach (the "City");

WHEREAS, the County is an Owner, pursuant to the terms and conditions of the Military Point Advanced Wastewater Treatment Facility Interlocal Agreement dated as of September 10, 1996 (the "Owner Interlocal Agreement"), as defined therein; and

WHEREAS, this agreement (the "Treatment Contract") sets forth the terms and conditions in which the City pays for committed wastewater treatment capacity and for wastewater treatment services for wastewater collected by the City from its customers located within its municipal limits and service area (the "Collection System").

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, it is agreed by and between the parties hereto as follows:

1. DEFINITIONS. Except as expressly otherwise set forth herein, capitalized terms used herein shall have the meanings set forth in the Owner Interlocal Agreement.

2. TERM. The term of this contract shall run concurrent with the term of the Owner Interlocal Agreement.

3. OWNER INTERLOCAL AGREEMENT. The County agrees to comply with the terms and conditions of the Owner Interlocal Agreement and to enforce the terms and conditions of the Owner Interlocal Agreement against other Owners to the extent necessary to ensure that the City receives wastewater treatment services as provided herein.

4. PROVISION OF WASTEWATER TREATMENT SERVICES: QUALITY AND QUANTITY. The County agrees to reserve, for the exclusive benefit and ownership of the City, 323,000 gallons per day of allocated treatment capacity in the System at completion of the Collection System improvements and the MPAWTF. The County further agrees to provide wastewater treatment services to the City for the term of this Treatment Contract at the Treatment Rate, as such rate may be altered from time to time as set forth hereinafter. The City shall prudently and reasonably operate and maintain its Collection System and the transmission lines thereof to the point of interconnection with the County's Collection System, such

interconnection point to be determined by the System Engineer but will be generally located near the West end of the City's current municipal limits near U.S. Highway 98 on the East side of Tyndall Air Force Base at a location acceptable to both the County and the City. The point of interconnection shall not be relocated by the County without the City's consent. The Operator shall prudently and responsibly operate and maintain the System, and, if the County is no longer the Operator of the System, then the County will require the Operator to comply with the terms and conditions of the Owner Interlocal Agreement.

5. CONSTRUCTION OF CITY CAPACITY AND TRANSMISSION LINE. The County agrees to comply with the provisions of Article VII of the Owner Interlocal Agreement and construct the 1996 Project. The County further agrees to construct the County's Collection System Project (the "Mexico Beach Transmission Line Project") generally in accordance with Section 7.02 of the Owner Interlocal Agreement except that the County shall select the general contractor that gives the lowest responsive bid; provided, however, if the lowest responsive bid is greater than one-hundred five percent (105%) of the costs estimated by the System Engineer ($2,408,148) then the City must concur with the selection of the general contractor prior to the County making such selection. The Mexico Beach Transmission Line Project is generally described as the construction of a transmission line and pumping station from the point of intersection between the County Collection System and the City Collection System to the existing treatment plant utilized by Tyndall Air Force Base, including the modifications to such plant and line to the MPAWTF that are required to accommodate effluent received from the City. The City shall make the following payments to the County:

a. Initial Payment. The City shall pay the County on or before June 1, 1997, the sum of $313,346 that is an amount equal to (i) the City's proportionate share, based on the City's capacity, of costs incurred in establishing the System ($20,764) and the engineering costs incurred to design and permit the 1996 Project, excluding the subaqueous transmission line and the Collection System Projects ($78,425), (ii) the costs to perform the City's rate study ($13,384), (iii) the City's proportionate share of the interest costs paid by the County on the First Union Loan ($1,026) and (iv) the engineering costs to design and permit the Mexico Beach Transmission Line Project ($199,747).

b. 1996 Project Payment Costs. The City shall pay the County the following amount for its proportionate share of the 1996 Project: the sum of $1,056,437 that is an amount equal to (i) $1,017,220 ($1,095,645 project costs less $78,425 in engineering fees paid in the Initial Payment) for the MPAWTF project and (ii) $39,217 for the Reuse Line project. The City's payments are its proportionate costs based on its 4.61%

capacity in the MPAWTF. The County shall adjust the 1996 Project Payment Costs upon substantial completion of the MPAWTF and Reuse Line projects and shall return to the City a sum that is equal to the projected construction costs and engineering costs during construction for the MPAWTF project ($23,288,207) and the Reuse Line project ($849,896) less the actual costs incurred for the MPAWTF and Reuse Line projects multiplied by .046143. If the actual costs for the MPAWTF and Reuse Line projects exceed the projected costs for each, then the City shall pay, within sixty (60) days after receipt of written notice, an amount equal to the total exceedance multiplied by .046143.

c. Mexico Beach Transmission Line Project Costs. The City shall pay the County within fifteen days after receiving notice that the County is prepared to select the general contractor pursuant to Section 5 above to construct the Mexico Beach Transmission Line Project an amount that is equal to $2,208,401 ($2,408,148 project costs less $199,747 in engineering fees paid in the Initial Payment). The County shall adjust the Mexico Beach Transmission Line Project Costs upon substantial completion of the Mexico Beach Transmission Line project and shall return to the City a sum that is equal to the projected project costs ($2,408,148) less the actual costs incurred to complete the Mexico Beach Transmission Line project. If the costs for the Mexico Beach Transmission Line project exceed its projected costs, then the City shall pay, within sixty (60) days after receipt of written notice, the total amount of such exceedance."

The parties agree that the City will borrow the funds necessary to make the payments described in paragraphs (a), (b) and (c) above; provided, however, $868,737 of the City's payment pursuant to paragraph 5(b)(i) shall be from SRF Loan proceeds that are provided to the City pursuant to paragraph 18. Such funds will be deposited and invested pursuant to the provisions of the documents authorizing the borrowing. The City agrees to authorize the payment of moneys to the order of the County within ten days of receipt of draw requests from the County in form described in the 1996 Loan Agreement. The moneys described above shall be made available to fund County draw requests no later than June 1, 1997.

6. WASTEWATER RATES AND CHARGES. The City agrees to pay to the County, for wastewater treatment services, a monthly Treatment Rate that consists of the Operation and Maintenance Fee Component, the Renewal and Replacement Component, the Reserve Funds Component, such proportionate amount as is necessary to cover a payment event under Section 5.29 (iii) of the Owner Interlocal Agreement, and an amount to cover the costs of operation, maintenance and repair of the pumping station and transmission line from the City to the System master pumping station located at Tyndall Air Force Base (the "Transmission Line Operation and

Maintenance Fee Component"). The City shall make payment to the County within thirty (30) days of the date of such monthly invoice, and payments not received within thirty (30) days shall accrue interest at the then existing legal interest rate. The City's Treatment Rate payment obligations shall commence when the City transmits wastewater to the System for treatment; provided, however, even if no wastewater is being transmitted by the City for treatment, the City shall pay the Reserve Funds Component commencing thirty (30) days after the System's wastewater is diverted from the Cherry Street Plant to the MPAWTF.

a. Operation and Maintenance Component. The Operation and Maintenance Component shall be calculated and charged monthly by multiplying the current operation and maintenance rate determined as set forth below (the "O&M Rate") by the number of gallons of measured flow attributable to the Customer during the immediately preceding monthly period. The O&M Rate shall be calculated in advance of each Fiscal Year by dividing (i) the total Cost of Operation and Maintenance, as contained in the Budget for such Fiscal Year by (ii) the total number of gallons of wastewater that the Operator reasonably projects to receive into the System during such Fiscal Year.

b. Renewal and Replacement Component. The County's Renewal and Replacement Component shall be calculated and charged monthly by multiplying (i) the total Cost of Renewal and Replacement, as contained in the Budget for the current Fiscal Year, by (ii) a percentage that represents the County's current proportion of Capacity Allocation in the System, and dividing the product by twelve (12). The City's Renewal and Replacement Component is the City's proportionate share of the County's Renewal and Replacement Component based on the City's proportionate share of the County's Capacity Allocation.

c. Reserve Funds Component. The Reserve Funds Component shall be calculated and charged monthly by including a proportionate share (based on the City's proportionate share of the County's Capacity Allocation) of the County's Reserve Funds Component as set forth in its Treatment Contract, such proportionate share initially to be 14.59% of the County's Reserve Funds Component.

d. Section 5.29(iii) Payment Event. In the event there is a payment event pursuant to Section 5.29(iii) of the 1996 Loan Agreement, the County's Treatment Rate will also include whatever amounts are needed to comply with Section 5.29(iii), and the City's Treatment Rate will be increased to include a proportionate share (based on the City's proportionate share of the County's Capacity Allocation) of any amount to be paid by the County as provided herein; provided, that such amounts shall not be considered an operation and maintenance expense of the City's Collection System and shall be payable on a

subordinated basis to the City's indebtedness secured by revenues of its Collection System.

e. Transmission Line Operation and Maintenance Fee Component. The Transmission Line Operation and Maintenance Fee Component shall be established annually and calculated on a monthly basis by the County and shall be applied to the City on a per thousand gallon basis. The Transmission Line Operation and Maintenance Fee Component shall be calculated each fiscal year by dividing (i) the total cost of operation and maintenance of the County's system from the point of interconnection with the City's Collection System to the System master pumping station at Tyndall Air Force Base, including reasonable fees that the County may be required to pay to Tyndall Air Force Base for the use of real property and sewer lines owned by Tyndall Air Force Base, by (ii) the total number of gallons of wastewater that the County projects to receive from the City during such fiscal year.

f. Characterization of Treatment Rate Payments. Except as otherwise provided herein, all payments hereunder by the City shall be characterized as a cost of operation and maintenance of the City's Collection System.

g. Credit to City's Treatment Rate. Any excess sums paid by the County to the Operator for reserves as part of the County's Operation and Maintenance Component, the County's Repair and Replacement Component or the County's Rate Reserve Component will be returned in cash to the County as provided in the Owner Interlocal Agreement, and the County shall credit the City's Treatment Rate (within sixty days) the City's proportionate share of any such excess payments received by the County.

7. RATE COVENANT. The City agrees to fix, establish and maintain such rates and collect such fees, rates, or other charges for the product, services and facilities of its Collection System and the treatment and disposal of wastewater collected thereby and revise the same from time to time whenever necessary, as will always provide in each Fiscal Year revenues at least equal to (i) 100% of the operation and maintenance costs of the Collection System other than amounts required to be paid under this Treatment Contract and (ii) (a) 100% of the City's Treatment Rate, other than the Reserve Funds Component, and 100% of all other amounts payable pursuant to the Treatment Contract other than the Reserve Funds Component and (b) together with lawfully collected impact fees and capacity charges of the City's Collection System, 100% of all amounts payable pursuant to the Treatment Contract. For purposes of the foregoing, other revenues of the City may be included for purposes of meeting said requirements with the prior written consent of the County and the Creditor.

8. RIGHT OF WAY. Without cost to the Operator, the City agrees that it will assist in obtaining for the benefit of the County such rights of way over and across the streets and other properties of the Customer as may, in the opinion of both parties hereto by mutual agreement, be necessary for the County's successful performance of its obligations hereunder.

9. SEVERABILITY. If, for any reason whatever, any part of this Treatment Contract is determined to be invalid or unenforceable, the remainder of this Treatment Contract shall continue in full force and effect.

10. TREATMENT CONTRACTS WITH OWNERS. The County represents to the City that the treatment contracts with the Owners of the System, including the County, are substantially similar except for the Transmission Line Operation and Maintenance Fee Component thereof. The County agrees to provide notice to the City if any treatment contract with an Owner is modified and agrees, if applicable to the City, to offer to modify and amend this Treatment Contract in a substantially similar manner.

11. PRETREATMENT ORDINANCE. The City agrees to adopt, before it begins to transmit wastewater to the County, a pretreatment ordinance that shall remain in effect during the term of this agreement that will comply with the requirements of Section 6.07 of the Owner Interlocal Agreement. The City agrees to utilize its best efforts to limit, by ordinance and force of law if necessary, introduction of wastewater that does not comply with the provisions of Section 6.07 of the Owner Interlocal Agreement.

12. INDEMNIFICATION BY CITY AND COUNTY. To the extent permitted by law, the City and the County shall defend, indemnify and hold harmless the other from any claim or demand arising from or associated with any willful, wanton or reckless act of the City or the County, or of any agent, employee or subcontractor of the City or the County, outside the scope of the City's or County's duties and responsibilities, which obligation shall include but not be limited to, damages, costs, and attorneys' fees, including appeal.

13. FAILURE TO PERFORM UNDER TREATMENT CONTRACT. In the event the City fails to perform its obligations under its Treatment Contract, including any failure to pay the amounts required to be paid pursuant to the Treatment Contract, the County may but shall not be required to, by suit, action, mandamus or any other proceedings in any court of competent jurisdiction, protect and enforce any and all rights and obligations under applicable law, or granted or contained in this Treatment Contract, to be enjoyed by the County or performed by the City or by any officer thereof. If the City shall fail to comply with its Treatment Contract rate covenant requirements, the County shall immediately, at the City's expense, review the City's rates, fees, charges, income, gross

revenues, operating expenses and methods of operation, and make written recommendations as to the methods by which the City may promptly seek to comply with the requirements set forth in the Treatment Contract.

14. REQUESTED CAPACITY EXPANSION BY CITY. The City may cause the County to seek the expansion of capacity of the System pursuant to Section 9.02 of the Owner Interlocal Agreement provided the City complies with all the requirements of a "requesting Owner" therein.

15. PAYMENT PROCEDURES. The County shall submit a monthly invoice to the City for the wastewater charges which have accrued during the preceding month. The City shall make the required payment to the County within twenty (20) days of the date of such invoice. Payments not received within twenty (20) days shall accrue interest at the then existing legal interest rate.

16. USE OF TRANSMISSION LINE BY OTHER CUSTOMERS. The City represents that it does not reasonably expect to provide wastewater service through its Collection System to any entity (a "Non-Exempt User") other than members of the general public. The County and City represent that no part of the moneys paid by the City for the Mexico Beach Transmission Line Project are attributable to capacity or facilities reserved for use or reasonably expected to be used by a Non-Exempt User other than members of the general public. The County agrees that it will not in any event allow any other customer to utilize the Mexico Beach Transmission Line Project unless it first receives (i) the consent of the City, (ii) an opinion of bond counsel acceptable to the City to the effect that use of the Mexico Beach Transmission Line Project by such customer will not adversely affect the exclusion from gross income for federal income tax purposes of any debt obligations issued by the City to fund its obligations under this Agreement, and (iii) an opinion of the City's attorney that the use of the Mexico Beach Transmission Line Project by such customer is in accordance with the financing documents dated _____ between the City and the United States Department of Agriculture, Rural Economic and Community Development (the "REDC Financing Documents"). In the event that such approval is granted and such opinion of counsel is obtained in connection with utilization of the Mexico Beach Transmission Line Project by another customer, the County shall charge such customer an impact fee that is equal to (i) the total cost incurred by the County in the construction of the Mexico Beach Transmission Line Project multiplied by (ii) the proportionate use (expressed as a percentage) by such customer of the total capacity of such transmission line. All payments received by the County in respect of any impact fee shall be remitted within thirty (30) days to the City.

17. SERVICE AREA. The County does hereby grant to the City as part of its service area that portion of the Mexico Beach

Service Area shown on Exhibit A attached hereto that is located within the unincorporated areas of Bay County and is generally described as the unincorporated area lying easterly of Tyndall Air Force Base's eastern property boundary to the boundary line between Bay County and Gulf County. Such grant shall constitute an exclusive franchise for the collection, distribution and treatment of wastewater (including sewerage), within such additional service area.

18. SRF LOAN PROCEEDS. The City shall receive the benefit of $969,424 in SRF Loan proceeds from the SRF Loan dated September 30, 1996, and such amount shall be used to pay for (i) a portion of the City's costs for the MPAWTF project as set forth in paragraph 5(b)(i) and (ii) all of the City's SRF Loan financing costs, including a required reserve fund. In addition to the initial SRF Loan proceeds, the County shall, if requested by the City and at the City's expense, make application for SRF loan proceeds for all or any portion of the payments herein by the City for the MPAWTF project, the Reuse Line project and the Mexico Beach Transmission Line project. The City agrees to pay debt service on any SRF Loan Proceeds which are used for the benefit of the City, as described above. The debt service shall be structured upon such terms and conditions, as to frequency and amount of repayment, as shall be acceptable to the City and the County. The payment of debt service described herein shall not be deemed to be an operating expense of the City's Water or Wastewater System or a component of the Treatment Rate herein described. The payment of debt service hereunder shall not be secured by a lien upon or pledge of any revenues of the City or the City's Water or Wastewater System. The City's obligation to pay debt service hereunder is specifically subject and subordinate to the City's obligation to ;pay debt service under the RECD Financing Documents described below and the City's obligation to pay debt service to the City of gulf Breeze Loan Program (the "Program") in respect of the $4,190,000 which the city has borrowed from the Program.

19. RECD Financing Documents Requirements. The County and City understand that the construction of the collection system by the City is being financed pursuant to the RECD Financing Documents"), and the County agrees that the City may, in accordance with the RECD Financing Documents, assign or transfer its interest in this agreement to the United States Government. Further, the County and the City agree to comply with the applicable terms and conditions of the RECD Financing Documents that govern the operation of the City's collection system and the Mexico Beach Transmission Line Project.

20. ATTORNEYS' FEES. In the event the County or the City shall find it necessary to institute legal action to enforce the terms and conditions of this Treatment Contract, the prevailing party in such litigation shall be entitled to recover its costs and reasonable attorney's fees from the non-prevailing party.

21. AMENDMENT, MODIFICATION, ASSIGNMENT. No change in, addition to, or modification or amendment to this Treatment Contract, or any provision hereof, shall be valid or binding except when made in writing and executed by each of the parties hereto. This Treatment Contract shall be binding upon all assigns and successors in interest of each of the parties hereto. The City consents to the assignment by the County and the Operator of the Treatment Contract and to the trustee for the 1996 Bonds pursuant to the terms of the Owner Interlocal Agreement.

22. IMPLEMENTING ORDINANCES. The County and the Customer shall take such actions, including amending such ordinances, resolutions, or rules, as may be necessary to implement this Treatment Contract.

IN WITNESS WHEREOF, the parties hereto have placed their hands and seals on the first date written above.

BAY COUNTY, FLORIDA,
acting by and through its
Board of County Commissioners

Attest:

Clerk

Chairman
Date Approved: May 4, 1997

Approved as to Form
and Legality:

Nevin Zimmerman
County Attorney

Attest:

CITY OF MEXICO BEACH

Mayor
Date Approved: May 13, 1997

Approved as to Form
and Legality:

Paul G. Komarek
City Attorney

GOVERNMENT CREDIT CORPORATION

4400 Bayou Boulevard, Suite 49-B
Pensacola, Florida 32503

(904) 505-0636
(904) 505-0612 Fax

Via Fax

MEMO

TO: Mayor Garry Gaddis
John McInnis

FROM: Steve Garman

DATE: May 13, 1997

In accordance with our conversation this morning, Mayor Gaddis should sign the wastewater contract following City Council approval tonight, (with the City Attorney to attest if necessary), and then fax the signature page to Pat Lott at 904-432-0677. The hard copy can be sent via Federal Express tomorrow for overnight delivery.

Hopefully, Paul Komarek will call or visit the County Attorney to insure that the Bay County signature requirements are met, and likewise fax the signature page.

Proof of both signatures are necessary before we can close tomorrow.

I am looking forward to continuing our relationship and watching your city progress.

cc: Pat Lott
Paul Komarek

FIRST AMENDMENT TO WASTEWATER TREATMENT CONTRACT

This First Amendment to Wastewater Treatment Contract is made and entered into on this _____ day of _____, 2016 by and between BAY COUNTY, FLORIDA, a political subdivision of the State of Florida, by and through its BOARD OF COUNTY COMMISSIONERS ("County") and the CITY OF MEXICO BEACH ("City").

Whereas, on or about May 6, 1997, the County and City entered into a Wastewater Treatment Contract ("Contract"), which set forth the terms and conditions in which the City pays for committed wastewater treatment capacity and wastewater treatment services from the County.

Whereas, the County and City desire to amend the Contract in order to increase the City's allocated wastewater treatment capacity and to outline the City's payment terms.

Now, Therefore, in consideration of this Amendment and for other good and valuable consideration, the County and the City agree as follows:

1. The first sentence of paragraph 4 is amended to read:

"The County agrees to reserve, for the exclusive benefit and use of the City, 473,000 gallons per day of allocated treatment capacity in the System."

2. Paragraph 6 is hereby deleted and replaced with the following:

WASTEWATER RATES AND CHARGES. The City agrees to pay to the County, for wastewater treatment services, a monthly Treatment Rate, a Renewal and Replacement Component, a Reserve Fund Component, a Debt Service Component, such proportionate amount as is necessary to cover a payment event under Section 5.25 or Section 5.29(iii) of the Owner Interlocal Agreement, and an amount to cover the costs of operation, maintenance and repair of the pumping station and transmission line from the City to the pumping station located at and operated by Tyndall Air Force Base (the "Transmission Line Operation and Maintenance Fee Component") The City shall make payment to the County within thirty (30) days of the date of such monthly invoice, and payments not received within thirty (30) days shall accrue interest at the then existing legal interest

rate. The City's monthly payment obligations shall accrue when the City transmits wastewater to the System for treatment; provided, however, even if no wastewater is being transmitted by the City for treatment, the City shall pay the Renewal and Replacement Component, the Reserve Fund Component, and the Debt Service Component and the Transmission Line and Lift Station Operation and Maintenance Fee.

a. Treatment Rate. The Operation and Maintenance Fee Component shall now be known as the Treatment Rate and shall continue to be the equivalent of the Operation and Maintenance Fee Component. The Treatment Rate shall be calculated and charged monthly by multiplying the current municipal wholesale wastewater billing rate by the number of gallons of measured flow attributable to the City during the immediately preceding monthly period.

b. Renewal and Replacement Component. The County's Renewal and Replacement Component shall be calculated and charged monthly by multiplying (1) the total cost of Renewal and Replacement, as contained in the Budget for the current fiscal year, by (ii) a percentage that represents the County's current proportion of Capacity Allocation in the System, and dividing the product by twelve (12). The City's Renewal and Replacement Component is the City's proportionate share of the County's Renewal and Replacement Component based on the City's proportionate share (6.76%) of the County's Capacity Allocation.

c. Reserve Fund Component. The Reserve Fund Component shall be calculated and charged monthly by including a proportionate share (based on the City's proportionate share of the County's Capacity Allocation (6.76%) of the County's Reserve Fund Component, which is 15%.

d. Debt Service Component. The City's Debt Service Component shall be calculated and charged monthly and shall be based on the City paying the following debt instruments in these percentage shares: Series Bond 2014 (2.143%), SRF #1 principal (6.169%), and SRF #2 principal (43.7285%).

e. Section 5.25 Payment Event. In the event the County becomes responsible for paying to plan and design additional capacity pursuant to Section 5.25 of the Owner Interlocal Agreement, the City's Treatment Rate will be increased to

include a proportionate share (based on the City's proportionate share of the County's Capacity Allocation (6.76%) of any amount the County is required to pay for planning and designing additional capacity.

f. Section 5.29 (iii) Payment Event. In the event there is a payment event pursuant to Section 5.29(iii) of the Owner Interlocal Agreement, the County's Treatment Rate will also include whatever amounts are needed to comply with Section 5.29(iii), and the City's Treatment Rate will be increased to include a proportionate share (based on the City's proportionate share of the County's Capacity Allocation (6.76%) of any amount to be paid by the County as provided herein.

g. Transmission Line and Lift Station Operation and Maintenance Fee. The Transmission Line and Lift Station Operation and Maintenance Fee Component shall be established annually and calculated on an annual base rate. The Transmission Line Operation and Maintenance Fee Component shall be calculated each fiscal year based on the total cost of operation and maintenance of the County's system from the point of interconnection with the City's Collection System to Tyndall Air Force Base's lift station, including reasonable fees that the County may be required to pay to Tyndall Air Force Base for the use of real property and sewer lines owned by Tyndall Air Force Base. In addition, the City is required to pay all major repair costs above normal maintenance and repair costs. The City may provide at least sixty (60) days advanced written notice to the County, at any time, that the City will take over the operation and maintenance covered by the Transmission Line and Lift Station Operation and Maintenance Fee. In such event, the Transmission Line and Lift Station Operation and Maintenance Fee will no longer apply once the City commences those duties.

h. Credit to City's Treatment Rate. Any excess sums paid by the County to the Operator for reserves as part of the County's Operation and Maintenance Component, the County's Repair and Replacement Component, or the County's Rate Reserve Component will be returned in cash to the County as provided in the Owner Interlocal Agreement, and the County shall credit the

City's Treatment Rate (within sixty days) the City's proportionate share of any such excess payments received by the County.

3. If the City exceeds its contractual flow allocation for 3 consecutive months in any 12 month period, the parties shall be required to negotiate in good faith any necessary amendments to this contract. If the parties are unable to reach agreement on an amendment, either party may terminate this contract.

4. All other terms and conditions of the Contract shall remain in full force and effect except as amended by this First Amendment.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY, FLORIDA

_____
William T. Dozier, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk

APPROVED AS TO FORM

_____
Bay County Attorney

CITY OF MEXICO BEACH

_____
Tom Bailey, Mayor

_____
City Clerk

APPROVED AS TO FORM

_____
City Attorney

Bay County Board of County Commissioners
Agenda Item Summary

Watermain Relocation - US 98 Flyover Project

DEPARTMENT MAKING REQUEST/NAME:
Utility Services Department Benjamin Blitch, P.E., Director

MEETING DATE: 2/7/2017

REQUESTED MOTION/ACTION:
Board 1) Authorize staff to issue a purchase order to Superior Construction Company for the relocation of the 24-inch watermain associated with the FDOT SR 30 (US 98) at SR 369 (23rd Street) Flyover Project in the amount of $225,280.00; and 2) Authorize staff to direct purchase the materials from Lanier Municipal Supply Co. in the amount of $49,265.89. **(District V)**

AGENDA
Utility Services - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
None Needed
FINANCIAL IMPACT SUMMARY STATEMENT:
This project is budgeted in the original FY 2017 budget. The funds available for this project come from the rate for Wholesale Water.

BACKGROUND:
Bay County owns and maintains the 24-inch wholesale watermain that provides drinking water from the Water Treatment Plant (WTP) to the east side of Panama City Beach. Approximately 500 feet of the watermain on the east side of the Hathaway Bridge is in direct conflict with the FDOT SR 30 (US 98) at SR 369 (23rd Street) Flyover Project and must be relocated.

In order to maintain congruency and avoid further delays and associated costs, FDOT has recommended that Bay County contract directly with the project's prime contractor, Superior Construction Company (Superior), for the relocation of the watermain in conflict. Contracting directly with Superior will assure that the same contractor will be responsible for scheduling, performance and quality of work meeting all of the project requirements. Further, Superior has the equipment and work crews already on-site that are familiar with the project requirements, resulting in significant mobilization cost and time savings.

Attached (**Exhibit 1)** is a proposal from Superior to perform all of the necessary work to relocate the watermain. Staff has reviewed the proposal and considers it to be fair and reasonable.
Staff also recommends that Bay County direct purchase the bulk of materials required to complete the work. Staff has received quotes from the following firms:

Company Name:	**Total Cost:**
Lanier Municipal Supply Co.	$49,265.89
HD Supply Waterworks	$51,195.70
Ferguson Waterworks	$51,762.65

ATTACHMENTS:

Description	Type
Exhibit 1 - Superior Construction Proposal	Exhibit

Telephone: (904) 292-4240 Fax: (904) 292-4277

Superior Construction Company Southeast

General Contractors

7072 Business Park Boulevard
Jacksonville, Florida 32256-2749

January 12, 2017 15301-018R1

Bay County Utility Services
3410 Transmitter Road
Panama City, Florida 32404

Attn.: Benjamin Blitch, P.E.

Re.: 24" Watermain Relocation
SR 30 (US98) at SR 369 (23rd Street)
County: Bay County

Subject: **Proposal of Work for Relocation of 24" Watermain**

Dear Mr. Blitch,

Superior is pleased to provide you with a Lump Sum proposal for the work associated with the Relocation of a 24" Watermain along SR 30, as outlined in the plans provided by Volkert dated September 2016. The relocation work is in conjunction with the FDOT contract T3533 SR30 @ SR368 Flyover Project. Superior will provide all Labor, Equipment, Materials, Survey & Layout, Restoration of Disturbed area, Erosion Control and MOT to complete the work in a timely manner. Work will be scheduled between Superior and Bay County Utility Services as to not delay FDOT Contract T3533.

Description	Quantity	Unit	Unit Price	Total
Mobilization	1	LS	$ 5,270.00	$ 5,270.00
Demolition & Restoration	1	LS	$ 33,950.00	$ 33,950.00
24" Line Stop	1	LS	$ 56,500.00	$ 56,500.00
24" Wet Tap	2	EA	$ 34,750.00	$ 69,500.00
24" DI WM Pipe	525	LF	$ 58.00	$ 30,450.00
24" MJ Fittings & Caps	11	EA	$ 830.00	$ 9,130.00
Administrative & Management Fee (5%)	1	LS	$ 10,240.00	$ 10,240.00
Overhead (5%)	1	LS	$ 10,240.00	$ 10,240.00
Total Lump Sum				**$ 225,280.00**

Proposal specifically excludes: Materials Provided by Bay County as shown on Attachment 'A', Permits, Bond, Tap Fees, work outside of Normal Business Hours.

If you require any additional information or clarification, please do not hesitate to contact me at (904) 874-2900.

Sincerely,
Superior Construction Company Southeast, LLC

Evan Lawrence
Project Manager
cc: 15301 Project File

Attachment 'A'

24" HATHAWAY LINE RELOCATION

1. 640' – 24" C905 DR 18 Blue pipe
2. 4 – 24" EBAA 1100SDB mid span restraint for DI pipe (EBAA only on this line item)
3. 6 – 24" bell joint restraints full kits for PVC pipe
4. 8 – 24" MJ DI 45 bends
5. 2 – 24" MJ DI 90 bends
6. 2 – 24" MJ DI solid long sleeves
7. 26 – 24" MJ C905 mega lugs
8. 32 – 24" MJ bolt and gasket kits
9. 3 – 24" MJ DI mega lugs
10. 3 – 24" MJ caps
11. 4 – 24" Foster adaptor kits with bolt and gaskets
12. 2 – 24 x 2 tap saddle IP thread
13. 2 – 2" close nipples
14. 2 – 2" full port brass ball valves
15. 2 – 4 x 2 2" brass nipples
16. 2 – 2" threaded brass plugs
17. 10 gal pipe soap
18. 1000' spool 10 AWG blue tracer wire
19. 2 – Self adjusting screw type valve box with water lid
20. 30 – 90 degree eye bolts with nut and washer ¾ x 5 for 24" MJ fittings

SET NO.

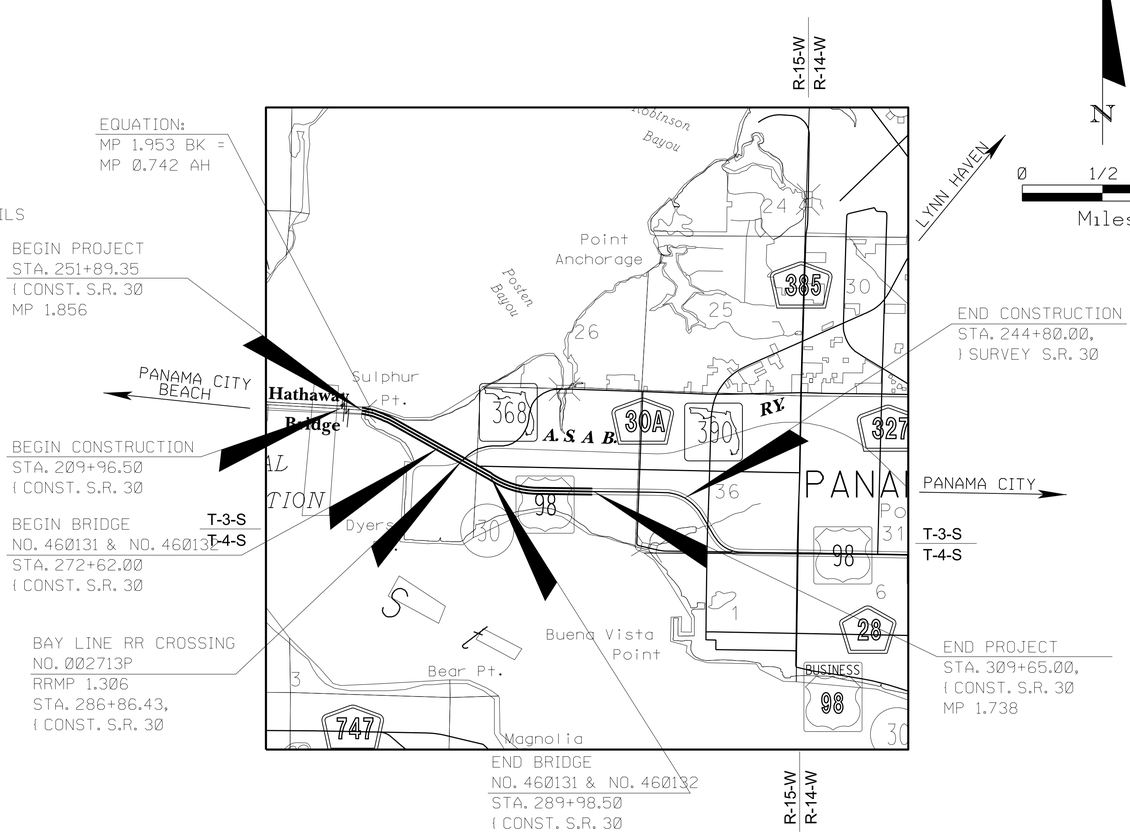
24" WATER MAIN RELOCATION FOR STATE ROAD NO. 30 BAY COUNTY, FLORIDA

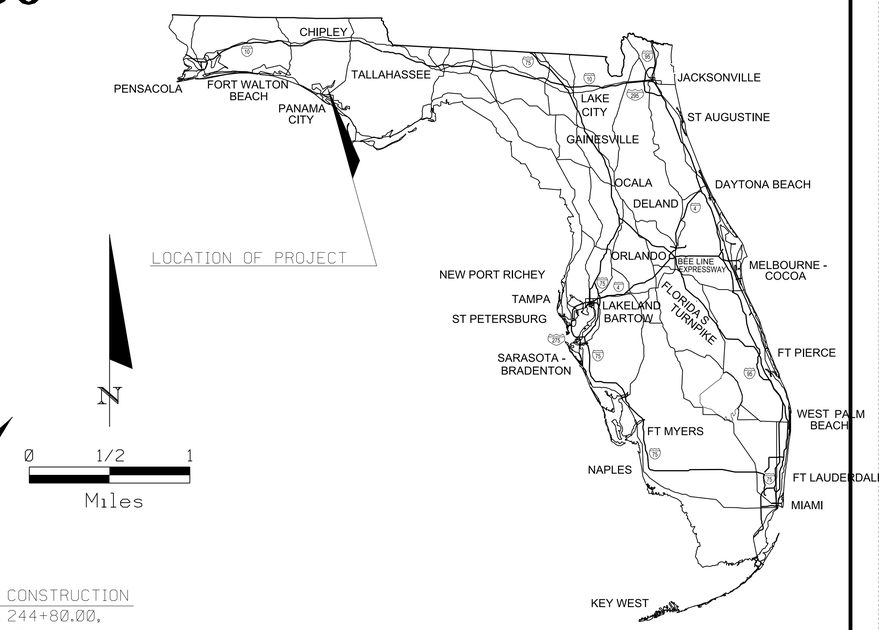
PROJECT NO. BAY 16–06

SEPTEMBER, 2016

INDEX OF PLANS

SHEET NO.	SHEET DESCRIPTION
1	TITLE SHEET
2	PROJECT NOTES
3	PLAN
3A	PLAN w/ AERIAL
4	STANDARD DETAILS
5	STANDARD DETAILS
6	TRAFFIC CONTROL PLAN
7	SUMMARY OF VERIFIED UTILITIES
8	LINE STOP, CUT & PLUG AND RESTRAINING DETAILS





PREPARED BY

VOLKERT

3809 Moffett Road
Mobile, AL 36618
www.Volkert.com
Phone: 251.342.1070
Fax: 251.342.7962

THE BOARD OF COUNTY COMMISSIONERS

MIKE NELSON (DISTRICT 1)	CHAIR
WILLIAM T. DOZIER (DISTRICT 3	VICE-CHAIR
GEORGE B. GAINER (DISTRICT 2)	BOARD MEMBER
GUY M. TUNNELL (DISTRICT 4)	BOARD MEMBER
PHILIP "GRIFF" GRIFFITTS, JR. (DISTRICT 5)	BOARD MEMBER

PROJECT NO. 000000
DRAWING NO. 1

GENERAL NOTES

1. ALL WATER WORK ITEMS SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE BAY COUNTY MANUAL OF STANDARD AND SPECIFICATIONS FOR WASTEWATER AND WATER CONSTRUCTION (REV FEBRUARY 2016).

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE SAFETY, EFFICIENCY, AND ADEQUACY OF HIS OPERATION AND SHALL INITIATE HIS OWN SAFETY PROGRAM. THE CONTRACTOR SHALL COMPLY WITH ALL DEPARTMENT OF LABOR, SAFETY AND HEALTH REGULATIONS AS SPECIFIED UNDER THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970, AS AMENDED, AND THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

3. EXISTING UTILITIES ARE SHOWN FOR INFORMATIONAL PURPOSES ONLY. IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE IF THE LOCATIONS SHOWN ARE CORRECT AND TO DETERMINE IF THERE ARE ADDITIONAL LINES THAT ARE NOT SHOWN ON THE PLANS. ALSO, IT WILL BE THE CONTRACTOR'S RESPONSIBILITY TO PROTECT ALL UTILITY LINES DURING CONSTRUCTION WITH NO ADDITIONAL COMPENSATION. HOWEVER, THE CONTRACTOR SHALL NOTIFY THE RESPECTIVE UTILITY OWNER FOR ANY LINES THAT MAY CONFLICT WITH CONSTRUCTION AND THEY WILL MAKE THE ADJUSTMENTS NECESSARY (IN THE OPINION OF THE ENGINEER) AT NO EXPENSE TO THE OWNER. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE ALL UTILITY ADJUSTMENTS, AND THERE WILL BE NO ADDITIONAL COMPENSATION FOR THIS COORDINATION, OR ANY DELAYS RESULTING FROM UTILITY ADJUSTMENTS. FOR UTILITY LOCATION SERVICE, THE CONTRACTOR SHALL CALL SUNSHINE 811 (1-800-432-4770) AT LEAST 72 HOURS BEFORE BEGINNING CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE APPROPRIATE UTILITY OWNER FOR THE COORDINATION OF ANY UTILITIES REQUIRING RELOCATING. THE ENGINEER RESERVES THE RIGHT TO ADJUST REQUIRED SANITARY SEWER LINE LOCATIONS AND WATER MAINS TO AVOID EXISTING UTILITIES LOCATED BY THE CONTRACTOR.

4. THE CONTRACTOR SHALL, AT ALL TIMES, GAIN PERMISSION FROM THE ENGINEER AND THE APPROPRIATE TRAFFIC ENGINEER FOR ANY PROPOSED CONSTRUCTION THAT WILL AFFECT TRAFFIC ON ANY STREET. AFTER GAINING PERMISSION FROM THE ENGINEER, THE CONTRACTOR SHALL REQUEST IN WRITING TO THE TRAFFIC ENGINEER, AT LEAST THREE (3) DAYS PRIOR TO THE START OF CONSTRUCTION, FOR PERMISSION TO PROCEED WITH THE CONSTRUCTION. THE CONTRACTOR SHALL NOT START SAID CONSTRUCTION UNTIL PERMISSION IS RECEIVED AND ALL WARNING SIGNS, BARRICADES AND OTHER REQUIRED CONVENIENCES AND SAFETY DEVICES REQUIRED BY THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, PART 6, CURRENT EDITION AND THE APPROVED FDOT TRAFFIC CONTROL PLAN, HAVE BEEN INSTALLED AND APPROVED BY THE ENGINEER. THE CONTRACTOR SHALL, AT ALL TIMES, MAINTAIN AT LEAST ONE LANE OF TRAFFIC ON THE STREET WHERE WATER MAINS AND SEWER LINES ARE BEING LAID. THE CONTRACTOR SHALL PROVIDE THE NECESSARY "EXPERIENCED FLAGMAN" TO DIRECT TRAFFIC.

5. SHOULD THE CONTRACTOR ELECT TO OBTAIN AREAS FOR THE PURPOSE OF STORING MATERIALS AND EQUIPMENT OR FOR CONDUCTING HIS WORK OPERATIONS, HE SHALL FURNISH THE OWNER AND ENGINEER A COPY OF THE AGREEMENT BETWEEN HIM AND THE OWNER OF THE PROPERTY PRIOR TO USING THE AREA (NO DIRECT PAYMENT). ANY CURB AND GUTTER, SIDEWALK, DRIVEWAY, ETC., DAMAGED BY THE CONTRACTOR WHEN HAULING MATERIALS OR MOVING EQUIPMENT IN OR OUT FROM THIS STORAGE AREA SHALL BE REPLACED IN KIND AT THE CONTRACTOR'S EXPENSE.

6. ALL PIPES SHALL HAVE MINIMUM COVER OF 36 INCHES, EXCEPT WHERE OTHERWISE NOTED ON THE PLANS.

7. ANY EXISTING CULVERT OR PIPE IN THE CONSTRUCTION AREA TO REMAIN SHALL BE CLEARED OF ANY FILL OR DEBRIS, DUE TO CONSTRUCTION, TO THE EXISTING FLOW LINE WITH NO DIRECT PAYMENT. THE COST FOR THIS WORK SHALL BE INCLUDED IN THE VARIOUS CONTRACT PAY ITEMS.

8. BAY COUNTY SHALL RETAIN OWNERSHIP OF ALL SALVAGEABLE MATERIAL REMOVED FROM THE PROJECT. THE CONTRACTOR SHALL NEATLY STORE THESE MATERIALS AT LOCATIONS DESIGNATED BY THE ENGINEER OR OWNER. THE COST OF REMOVING AND STORING THESE MATERIALS AS DIRECTED WILL BE BORNE BY THE CONTRACTOR WITH NO DIRECT PAYMENT. ANY MATERIAL DEEMED UNSALVAGEABLE BY THE ENGINEER OR THAT IS NOT WANTED BY THE OWNER SHALL BECOME THE PROPERTY OF THE CONTRACTOR AND SHALL BE REMOVED FROM THE WORK SITE FOR NO ADDITIONAL COMPENSATION.

9. ALL DISTURBED STREETS AND DRIVEWAYS SHALL BE REPLACED IN KIND AS NOTED ON PLANS, EXCEPT GRADED DRIVEWAYS. GRADED DRIVEWAYS SHALL BE REPLACED WITH CRUSHED STONE SURFACING.

10. FOLLOWING FINAL ACCEPTANCE OF THIS PROJECT, THE CONTRACTOR SHALL PREPARE AND SUBMIT TO THE ENGINEER A COMPLETE SET OF "AS-BUILT" PLANS SHOWING ACTUAL QUANTITIES, LOCATION AND VALVE REFERENCES. THE ENGINEER WILL FURNISH THE CONTRACTOR AN "ISSUED FOR CONSTRUCTION" SET OF DRAWINGS TO BE USED FOR THIS PURPOSE.

11. ALL PROPERTY AND RIGHT-OF-WAY LINE LOCATIONS SHOWN ARE APPROXIMATE. REQUIRED RIGHT-OF-WAY LINES SHALL BE VERIFIED BY THE CONTRACTOR AS REQUIRED.

12. A MINIMUM HORIZONTAL DISTANCE OF SIX (6) FEET PER SECTION 02400 OF THE BAY COUNTY STANDARDS AND SPECIFICATIONS MANUAL SHALL BE MAINTAINED BETWEEN ALL WATER MAINS AND SANITARY SEWER LINES. IN LOCATIONS WHERE WATER MAINS MUST CROSS SANITARY SEWER TRUNK LINES, THE SEWER MAIN SHALL BE LAID AT SUCH ELEVATION THAT THE BOTTOM OF THE WATER MAIN IS 18 INCHES ABOVE THE TOP OF THE SANITARY SEWERS. THIS VERTICAL SEPARATION SHALL BE MAINTAINED FOR THAT PORTION OF THE WATER MAIN LOCATED WITHIN SIX FEET HORIZONTALLY OF THE SEWER LINE.

13. CONTRACTOR SHALL MAINTAIN ACCESS TO BUSINESSES AND RESIDENCES DURING ALL PHASES OF CONSTRUCTION.

14. ONLY PLANS ISSUED BY THE OWNER AND BIDS SUBMITTED UPON THE STANDARD FORM FURNISHED BY THE OWNER ARE ACCEPTABLE. PLAN CONTENT, SCALE AND LEGIBILITY MAY BE ALTERED BY REPRODUCTION BY THE INDIVIDUALS OTHER THAN THE OWNER OR VOLKERT, INC. THE OWNER AND VOLKERT CANNOT VERIFY OR BE RESPONSIBLE FOR THE ACCURACY OF PLANS REPRODUCED BY OTHERS.

15. ALL CONSTRUCTION PERFORMED WITHIN THE EXISTING FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) RIGHT-OF-WAYS SHALL BE IN ACCORDANCE WITH THE FDOT UTILITY ACCOMMODATION MANUAL.

16. IF NECESSARY, USE TEMPORARY SHEETING FOR TRENCH BOXES TO MINIMIZE THE SIZE OF THE EXCAVATIONS AND TO PROTECT ADJACENT EXISTING ROADWAYS, UTILITIES AND OTHER FACILITIES. THERE SHALL BE NO ADDITIONAL COST TO THE OWNER UNLESS THE CONTRACTOR IS DIRECTED TO LEAVE THE SHEETING IN PLACE.

17. THE CONTRACTOR SHALL RESTORE ALL PRIVATE AND PUBLIC PROPERTY AFFECTED BY THIS WORK TO A CONDITION EQUAL TO OR BETTER THAN EXISTED BEFORE COMMENCING CONSTRUCTION WORK UNLESS SPECIFICALLY EXEMPTED BY THE DRAWINGS. RESTORATION WORK INCLUDES, BUT IS NOT LIMITED TO, PAVEMENT, BASE SUB-GRADE, CONCRETE CURBS, THERMOPLASTIC TRAFFIC MARKINGS, SIDEWALKS, STORM WATER PIPE, ETC.. ALL RESTORATION WORK SHALL BE PER FDOT STANDARDS AND SPECIFICATIONS FOR ROADS AND BRIDGES CONSTRUCTION (CURRENT EDITION) AND FDOT PERMIT REQUIREMENTS. IF THERE IS A CONFLICT WITH FDOT REQUIREMENTS AND THE CONTRACT DOCUMENTS, THE MORE STRINGENT REQUIREMENT SHALL GOVERN. IF ADDITIONAL TOPOGRAPHY OR ANY OTHER INFORMATION IS NECESSARY FOR THE CONTRACTOR TO RE-CONSTRUCT ALL FACILITIES TO PRE CONSTRUCTION GRADES AND DIMENSIONS, THE ACQUISITION OF SUCH ADDITIONAL INFORMATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY AND AT HIS EXPENSE. THE CONTRACTOR SHALL RECONSTRUCT ALL FACILITIES TO PRECONSTRUCTION GRADES AND DIMENSIONS UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL WATER, FERTILIZE AND SUPPLY ALL ITEMS AND CARE NECESSARY TO MAINTAIN THE HEALTH OF ALL NEW VEGETATION AND VEGETATION REMOVED AND REPLACED, AT NO EXPENSE TO THE OWNER, IN ACCORDANCE WITH THE CONTRACT DOCUMENTS.

18. ALL EXCESS MATERIAL FROM EXCAVATIONS AND BORINGS (INCLUDING REMOVAL OF EXISTING PAVEMENT, CURB AND GUTTER, AND SIDEWALKS) BELONGS TO THE CONTRACTOR AND SHALL BE DISPOSED OF BY THE CONTRACTOR IN AN ACCEPTABLE MANNER. COST FOR SUCH REMOVAL AND DISPOSAL IS A SUBSIDIARY OBLIGATION OF THE VARIOUS PAY ITEMS AND WILL NOT BE PAID FOR SEPARATELY.

19. THE CONTRACTOR SHALL BACKFILL ALL TRENCHES AT THE END OF EACH DAY'S WORK. NO TRENCH SHALL BE LEFT OPEN OVERNIGHT. THE ENDS OF ALL PIPE SHALL BE PLUGGED AT THE CLOSE OF EACH DAY'S WORK.

UTILITY NOTES:

1. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY.

2. EXISTING UTILITIES ARE TO REMAIN IN PLACE UNLESS OTHERWISE NOTED.

UTILITY /AGENCY OWNERS:

COMPANIES	POINT OF CONTACT	TELEPHONE NUMBERS
PANAMA CITY WATER & SEWER	MATT STANDLEY	850-872-3191
TECO – PEOPLES GAS	MICHAEL McGUIRE	850-914-6104
BAY COUNTY PUBLIC UTILITIES	CURT MILLER	850-248-5010
AT&T OF FLORIDA	HAL HINOTE	850-913-3709
WIDE OPEN WEST (KNOLOGY)	RANDALL HAIRSTON	850-215-5719
GULF POWER COMPANY	KENNY DOUGLAS	850-872-3309
GULF POWER (TRANSMISSION)	CHRIS WILBERT	850-444-6486
COMCAST CABLE	ED LANG	850-770-8040
AT&T	GARY BAGGOTT	813-888-8300
BAY CO. TRAFFIC ENGINEERING	KEITH BRYANT	850-248-8741
SOUTHERN LIGHT	JASON WEILER	251-269-5129
BAY DISTRICT SCHOOLS	DAVID SMITH	850-767-4205

PROJECT NO.: 000000

DRAWING NO.: 2

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

PROJECT NAME: 24" WATER MAIN RELOCATION FOR STATE ROAD NO. 30 BAY COUNTY, FLORIDA

SHEET NAME: GENERAL NOTES

VOLKERT

DESIGNED:	CHECKED:
MYO	TEP
DRAWN:	CHECKED:
JWM	MYO

DATE: 08/29/16

PROJECT NO.: 000000

GENERAL PLAN DRAWING NO.: 2

Plot Scale=9.999801:1.000000
Plot Origin=192.168,10.225
Plot Date=15-SEP-2016 11:51
User Id: malone
H:\Projects\000511\water main relocation\02_Gen Notes.dgn

NOTE:
ALL PIPING AND FITTINGS ARE OWNER FURNISHED MATERIAL EXCEPT FOR THE TV&S AND LINE STOPS.

TH-1 UTILITY VERIFICATION TEST HOLE (TYPICAL OF 10) SEE SHEET 7 FOR SUMMARY

T.B.M.- A1
65.41' RT. STA.148+64.16
SURVEY BASELINE
5/8" REBAR w/ FDOT PLASTIC CAP
ELEV.=11.02

1" = 30'

WM-1
60' LT. STA.258+81.75
CENTERLINE S.R.30-1
REQ'D.:
1-24" TAPPING VALVE & SLEEVE
(SEE NOTE 3)
(APPROX 5'-6' DEEP)
1-24" 45° FITTING
w/ CONC.THRUST BLOCK
3-24" MEGALUGS
2-24" CAPS (M.J.)
(SEE NOTE 4)

REQ'D.:
43 L.F.-24" D.I.W.M.(R.J.)

90' LT. STA.259+04.47
CENTERLINE S.R.30-1
WM-2
REQ'D.:
1-24" 45° FITTING
w/ CONC.THRUST BLOCK
2-24" MEGALUGS

REQ'D.:
525 L.F.-24" D.I.W.M.(R.J.)

REQ'D.:
APPROX.430 L.F.
SIDEWALK TO BE
REPLACED

REQ'D.:
CUT & PLUG EXIST.18" RCP STORM DRAIN
AS REQUIRED TO INSTALL NECESSARY SHEETING
DURING TAPPING OF W.M.TO PREVENT ENCROACHMENT
INTO THE EXISTING ROADWAY.REPLACE STORM DRAIN
WHEN CONSTRUCTION OF THE WATER MAIN IS COMPLETE.

REQ'D.:
APPROX 425 L.F.- EXIST.24" D.I.W.M.
TO BE REMOVED

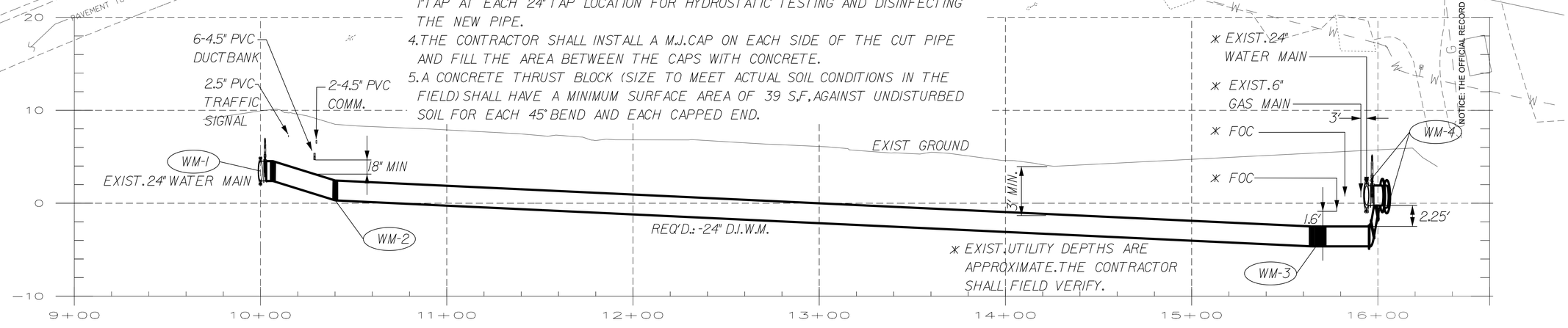
170' LT. STA.264+20
CENTERLINE S.R.30-1
WM-3
REQ'D.:
2-24" 45° FITTINGS
w/ CONC.THRUST BLOCKS
1-24" 11.25° FITTING
6-24" MEGALUGS

REQ'D.:
22 L.F.-24" D.I.
W.M.(R.J.)

145' LT. STA.264+25
CENTERLINE S.R.30-1
WM-4
REQ'D.:
1-24" TAPPING VALVE & SLEEVE
(SEE NOTE 3)
3 L.F.- 24" D.I.W.M.(R.J.)
4-24" 45° FITTINGS
8-24" MEGALUGS
1-24" LINE STOP
2-24" CAPS (M.J.) (SEE NOTE 4)
(APPROX 3' DEEP)

EXIST. BURIED TELEPHONE
EXIST. F.O.C.
EXIST. STR. (TO REMAIN)
EXIST. GUY WIRES
EXIST. POWER POLE
EXIST. GAS MAIN
EXIST. 18" RCP (TO REMAIN)
EXIST. 19"x30" RCP (TO REMAIN)
EXIST. 24" RCP
EXIST. VALVE & W.M. APPROX 9' DEEP
EXIST. 12" W.M.
EXIST. 6" W.M.
EXIST. 4" W.M.
EXIST. 2" W.M.
EXIST. 24" W.M.
EXIST. 6" GAS MAIN
EXIST. FOC
EXIST. BE
EXIST. BT
EXIST. OE
EXIST. SW
EXIST. CONC. SIDEWALK TO REMAIN
PROPOSED STORM DRAIN
POWER POLE
TECO (6" GAS)
TECO (2" GAS)
AT&T
DEPT OF FLA (2PR)
FIBEROPTIC
SERVICE POINT
NO SIZE/NO CLASS FLIGHT
PAVEMENT TO REMAIN

NOTES:
1. THE CONTRACTOR SHALL VERIFY ACTUAL DEPTH OF EXISTING WATER MAIN PRIOR TO CONSTRUCTION OF RELOCATED MAIN.
2. THE CONTRACTOR SHALL PROVIDE SHEETING WHEN WORKING AROUND GUY WIRES FOR THE POWER POLES TO PREVENT LOSS OF SOIL STABILITY AROUND GUY ANCHORS.
3. THE CONTRACTOR SHALL INSTALL A MINIMUM 6'X6'X1' CONCRETE SUPPORT SLAB UNDER EACH TAP. THE SLAB SIZE SHALL BE ADJUSTED AS REQUIRED BY THE TAPPING CONTRACTOR'S REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE A 1" TAP AT EACH 24" TAP LOCATION FOR HYDROSTATIC TESTING AND DISINFECTING THE NEW PIPE.
4. THE CONTRACTOR SHALL INSTALL A M.J. CAP ON EACH SIDE OF THE CUT PIPE AND FILL THE AREA BETWEEN THE CAPS WITH CONCRETE.
5. A CONCRETE THRUST BLOCK (SIZE TO MEET ACTUAL SOIL CONDITIONS IN THE FIELD) SHALL HAVE A MINIMUM SURFACE AREA OF 39 S.F. AGAINST UNDISTURBED SOIL FOR EACH 45° BEND AND EACH CAPPED END.



NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

PROJECT NO.: 000000
DRAWING NO.: 3

REVISIONS

NO.	DATE	DESCRIPTION	BY

PROJECT NAME: 24" WATER MAIN RELOCATION FOR STATE ROAD NO. 30 BAY COUNTY, FLORIDA

SHEET NAME: WATER MAIN PLAN

VOLKERT

DESIGNED: MYO	CHECKED: TEP
DRAWN: JWM	CHECKED: MYO
DATE: 08/29/16	
PROJECT NO.: 000000	

PLAN SHEET DRAWING NO.: 3

Plot Scale=30.000000in.000000
ø192.168.10.254\plot\color tables\bw.ctb
15-SEP-2016 7:20
User Id: malone
H:\Projects\90057\1\water main relocation\903_plan_watermain.DGN

NOTE:
ALL PIPING AND FITTINGS ARE OWNER FURNISHED MATERIAL EXCEPT FOR THE TV&S AND LINE STOPS.

TH-1 ○ UTILITY VERIFICATION TEST HOLE (TYPICAL OF 10)
SEE SHEET 7 FOR SUMMARY

T.B.M.- A1
65.41' RT. STA.148+64.16
SURVEY BASELINE
5/8" REBAR w/ FDOT PLASTIC CAP
ELEV.=11.02

1" = 30'

N

90' LT. STA.259+04.47 (WM-2)
CENTERLINE S.R.30-1
REQ'D.:
1-24" 45° FITTING
w/ CONC.THRUST BLOCK
2-24" MEGALUGS

REQ'D.:
43 L.F.-24" D.I.W.M.(R.J.)

REQ'D.:
APPROX.430 L.F.
SIDEWALK TO BE
REPLACED

WM-3 170' LT. STA.264+20
CENTERLINE S.R.30-1
REQ'D.:
2-24" 45° FITTINGS
w/ CONC.THRUST BLOCKS
1-24" 11.25° FITTING
6-24" MEGALUGS

REQ'D.:
22 L.F.-24" D.I.
W.M.(R.J.)

145' LT. STA.264+25 (WM-4)
CENTERLINE S.R.30-1
REQ'D.:
1-24" TAPPING VALVE & SLEEVE
(SEE NOTE 3)
3 L.F.- 24" D.I.W.M.(R.J.)
4-24" 45° FITTINGS
8-24" MEGALUGS
1-24" LINE STOP
2-24" CAPS (M.J.) (SEE NOTE 4)
(APPROX 3' DEEP)

POWER POLE

EXIST. GUY WIRES

8'-3"

17.5'

EXIST. POWER POLE

EXIST. GAS MAIN

EXIST. F.O.C.

EXIST. STR. (TO REMAIN)

18" RCP (TO REMAIN)

EXIST. VALVE & W.M. APPROX 9' DEEP

PROPOSED STORM DRAIN

REQ'D.: APPROX 425 L.F.- EXIST. 24" D.I.W.M. TO BE REMOVED

PROPOSED STORM DRAIN

REQ'D.:
CUT & PLUG EXIST. 18" RCP STORM DRAIN AS REQUIRED TO INSTALL NECESSARY SHEETING DURING TAPPING OF W.M. TO PREVENT ENCROACHMENT INTO THE EXISTING ROADWAY. REPLACE STORM DRAIN WHEN CONSTRUCTION OF THE WATER MAIN IS COMPLETE.

WM-1 60' LT. STA.258+81.75
CENTERLINE S.R.30-1
REQ'D.:
1-24" TAPPING VALVE & SLEEVE
(SEE NOTE 3)
(APPROX 5'-6" DEEP)
1-24" 45° FITTING
w/ CONC.THRUST BLOCK
3-24" MEGALUGS
2-24" CAPS (M.J.)
(SEE NOTE 4)

24" RCP

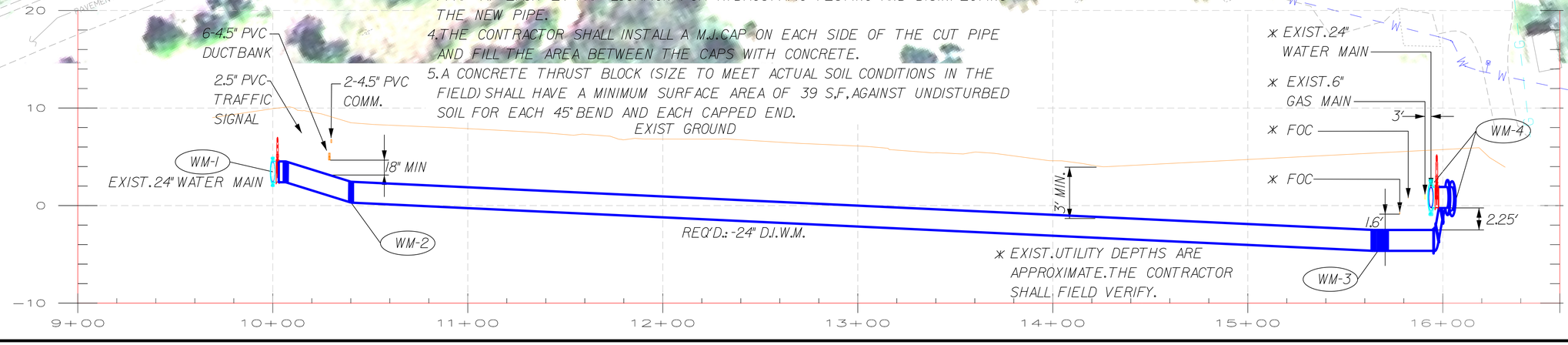
19"x30" RCP (TO REMAIN)

S 59°15'00" E

TECO (2" GAS)

AT&T OF FLA (50PR)

NOTES:
1. THE CONTRACTOR SHALL VERIFY ACTUAL DEPTH OF EXISTING WATER MAIN PRIOR TO CONSTRUCTION OF RELOCATED MAIN.
2. THE CONTRACTOR SHALL PROVIDE SHEETING WHEN WORKING AROUND GUY WIRES FOR THE POWER POLES TO PREVENT LOSS OF SOIL STABILITY AROUND GUY ANCHORS.
3. THE CONTRACTOR SHALL INSTALL A MINIMUM 6'X6'X1' CONCRETE SUPPORT SLAB UNDER EACH TAP. THE SLAB SIZE SHALL BE ADJUSTED AS REQUIRED BY THE TAPPING CONTRACTOR'S REQUIREMENTS. THE CONTRACTOR SHALL PROVIDE A 1" TAP AT EACH 24" TAP LOCATION FOR HYDROSTATIC TESTING AND DISINFECTING THE NEW PIPE.
4. THE CONTRACTOR SHALL INSTALL A M.J. CAP ON EACH SIDE OF THE CUT PIPE AND FILL THE AREA BETWEEN THE CAPS WITH CONCRETE.
5. A CONCRETE THRUST BLOCK (SIZE TO MEET ACTUAL SOIL CONDITIONS IN THE FIELD) SHALL HAVE A MINIMUM SURFACE AREA OF 39 S.F. AGAINST UNDISTURBED SOIL FOR EACH 45° BEND AND EACH CAPPED END.



PROJECT NO.: 000000
DRAWING NO.: 3A

NO.	DATE	DESCRIPTION	BY
		REVISIONS	

PROJECT NAME:
24" WATER MAIN RELOCATION
FOR STATE ROAD NO. 30
BAY COUNTY, FLORIDA

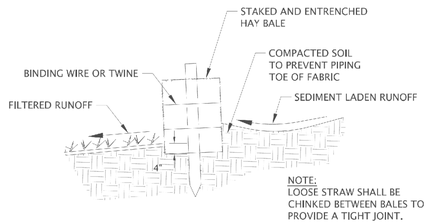
SHEET NAME
WATER MAIN PLAN W/AERIAL

VOLKERT

DESIGNED: MYO	CHECKED: TEP
DRAWN: JWM	CHECKED: MYO
DATE: 08/29/16	
PROJECT NO.: 000000	
PLAN SHEET DRAWING NO.: 3A	

Plot Scale=30.000000:1.000000
ø9192,168.10.254\plot\#color-tables#color-tbl
15-SEP-2016 12:30

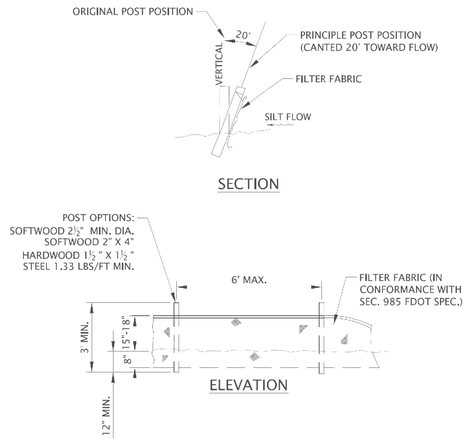
User Id: malone
H:#Projects#005711#water main relocation#03A plan_watermain.DGN



BAY COUNTY UTILITIES STANDARD DETAILS

STAKED HAY BALE

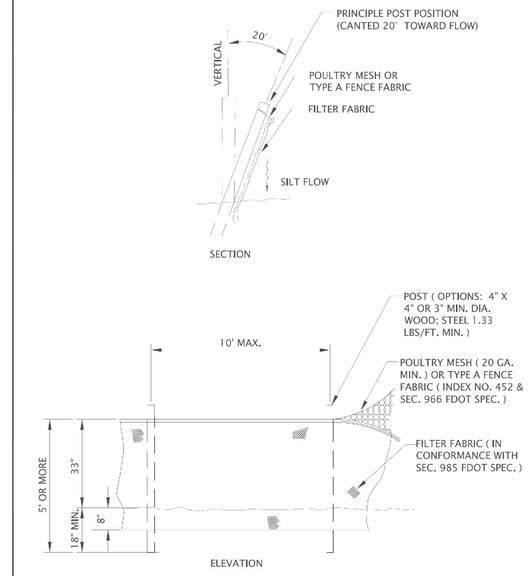
DATE : JUNE 2015
SCALE : NTS
FIGURE : G-1



BAY COUNTY UTILITIES STANDARD DETAILS

TYPE III SILT FENCE (FDOT INDEX 102)

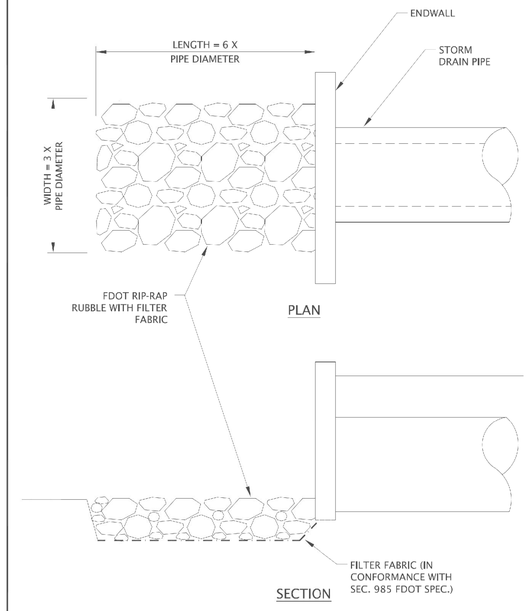
DATE : JUNE 2015
SCALE : NTS
FIGURE : G-2



BAY COUNTY UTILITIES STANDARD DETAILS

TYPE IV SILT FENCE (FDOT INDEX 102)

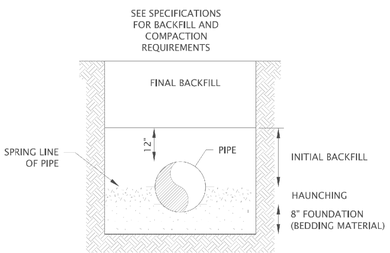
DATE : JUNE 2015
SCALE : NTS
FIGURE : G-3



BAY COUNTY UTILITIES STANDARD DETAILS

STORM DRAIN OUTLET PROTECTION

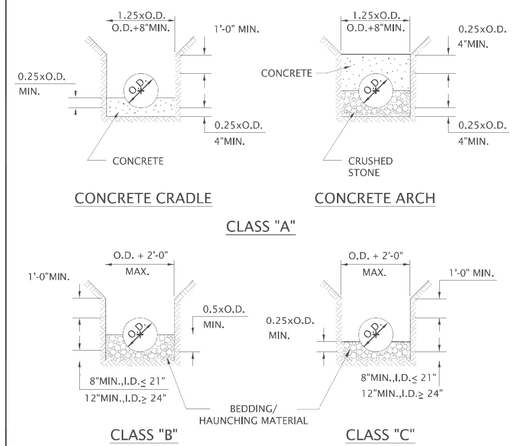
DATE : JUNE 2015
SCALE : NTS
FIGURE : G-4



BAY COUNTY UTILITIES STANDARD DETAILS

TRENCH TERMINOLOGY

DATE : JUNE 2015
SCALE : NTS
FIGURE : G-7



BAY COUNTY UTILITIES STANDARD DETAILS

PIPE BEDDING AND HAUNCHING

DATE : JUNE 2015
SCALE : NTS
FIGURE : G-8

PROJECT NO.: 000000
DRAWING. NO.: 4

NO.	DATE	DESCRIPTION	BY

REVISIONS

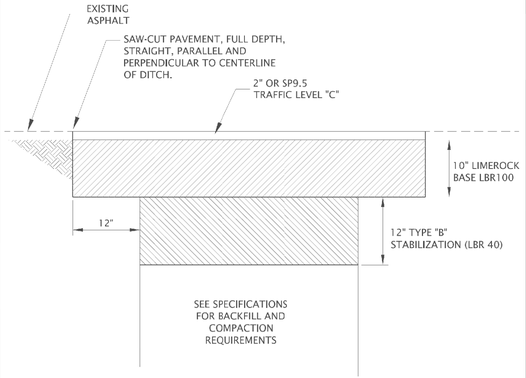
PROJECT NAME: 24" WATER MAIN RELOCATION FOR STATE ROAD NO. 30 BAY COUNTY, FLORIDA

SHEET NAME: STANDARD DETAILS

VOLKERT

DESIGNED: MYO	CHECKED: TEP
DRAWN: JWM	CHECKED: MYO
DATE: 05/25/16	
PROJECT NO.: 000000	
CONSTRUCTION DETAILS DRAWING NO.: 4	

User is: malone
H:\Projects\00571\water main relocation\04_Std details_watermain.DGN
Plot Scale=30.000000:1.000000
ø192.168.10.25\plot\pentables\Utility.pen
ø192.168.10.25\plot\colortables\bw.ctb
25-MAY-2016 12:58

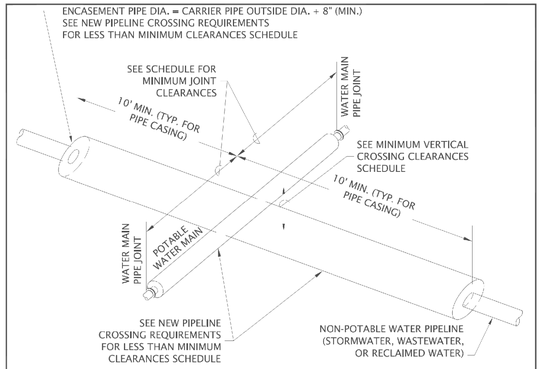


NOTE:
DETAIL FOR FOR DRIVEWAYS, PARKING AREAS, AND LOW DENSITY RESIDENTIAL. CONTACT BAY COUNTY ENGINEERING DEPARTMENT TO DETERMINE REQUIREMENTS FOR REPLACING PAVEMENT ON COUNTY ROADS.

BAY COUNTY UTILITIES STANDARD DETAILS

ASPHALT PAVEMENT REPLACEMENT

DATE : JUNE 2015
SCALE : NTS
FIGURE : G-9



MINIMUM VERTICAL CROSSING CLEARANCES
1. WATER MAIN ABOVE STORMWATER (GRAVITY) OR WASTEWATER (GRAVITY & VACUUM): 6" (MIN.) 12"+ (PREFERRED)
2. WATER MAIN BELOW STORMWATER (GRAVITY) OR WASTEWATER (GRAVITY & VACUUM): 12" (MIN.)
3. WATER MAIN ABOVE OR BELOW STORMWATER, WASTEWATER & RECLAIMED WATER (PRESSURE): 12" (MIN.)

MINIMUM WATER MAIN JOINT SPACING
1. STORMWATER (GRAVITY & PRESSURE), WASTEWATER (VACUUM) OR RECLAIMED WATER (PRESSURE): 3' O.C.
2. WASTEWATER (GRAVITY & PRESSURE): 6' O.C.

NEW PIPELINE CROSSING REQUIREMENTS FOR LESS THAN MINIMUM VERTICAL CROSSING CLEARANCES
1. POTABLE WATER MAIN:
   WATER MAIN OR WATER MAIN IN CASING PIPE OF AWWA C-150 DUCTILE IRON PIPE (DIP):
   4"-12" - CLASS 350 OR EQUIVALENT WALL STRENGTH PIPE
   14"-24" - CLASS 250 OR EQUIVALENT WALL STRENGTH PIPE
   30"+ - CLASS 150 OR EQUIVALENT WALL STRENGTH PIPE

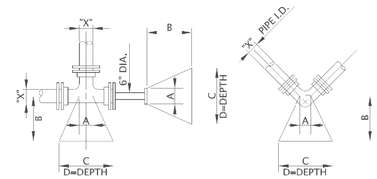
2. WASTEWATER / RECLAIMED WATER MAIN:
   WASTEWATER / RECLAIMED WATER MAIN OR WASTEWATER / RECLAIMED WATER MAIN IN CASING PIPE OF AWWA C-150 DUCTILE IRON PIPE (DIP):
   4"-12" - CLASS 350 OR EQUIVALENT WALL STRENGTH PIPE
   14"-24" - CLASS 250 OR EQUIVALENT WALL STRENGTH PIPE
   30"+ - CLASS 150 OR EQUIVALENT WALL STRENGTH PIPE

VERTICAL CROSSING SEPARATION REQUIREMENTS (SEE F.D.E.P. RULE 62-555.314(1) & (2) F.A.C.)

BAY COUNTY UTILITIES STANDARD DETAILS

PIPELINE SEPARATION REQUIREMENT

DATE : JUNE 2015
SCALE : NTS
FIGURE : G-14



150 PSI TEST PRESSURE
2000 PSF SOIL BEARING

		X°	A	B	C	D
DEAD END & TEES		16"	1'-3"	3'-6"	7'-6"	4'-9"
		12"	1'-0"	3'-0"	5'-6"	3'-6"
		10"	1'-0"	2'-6"	4'-9"	3'-0"
		8"	0'-10"	2'-0"	4'-0"	2'-6"
		6"	0'-8"	1'-6"	2'-9"	1'-9"
BENDS	90°	16"	1'-3"	5'-6"	9'-0"	5'-6"
		12"	1'-0"	4'-0"	6'-9"	4'-3"
		10"	1'-0"	3'-0"	5'-9"	3'-6"
		8"	0'-10"	2'-6"	4'-9"	3'-0"
		6"	0'-8"	1'-6"	3'-6"	2'-9"
	45°	16"	1'-3"	3'-6"	6'-9"	4'-3"
		12"	1'-0"	2'-3"	5'-3"	3'-3"
		10"	1'-0"	2'-3"	4'-6"	2'-9"
		8"	0'-10"	1'-6"	3'-6"	2'-3"
		6"	0'-8"	1'-3"	2'-6"	1'-6"
	22 1/2°	16"	1'-3"	1'-6"	4'-9"	3'-0"
		12"	1'-0"	1'-6"	3'-6"	2'-3"
		10"	1'-0"	1'-3"	3'-0"	2'-0"
		8"	0'-10"	1'-0"	2'-6"	1'-6"
		6"	0'-8"	1'-0"	1'-9"	1'-3"
	11 1/4°	16"	1'-3"	1'-6"	3'-3"	2'-0"
		12"	1'-0"	1'-6"	2'-6"	1'-6"
		10"	1'-0"	1'-0"	2'-3"	1'-3"
		8"	0'-10"	1'-0"	1'-9"	1'-0"
		6"	0'-8"	1'-0"	1'-6"	0'-6"

X° = DIAMETER OF PIPE TO BE BLOCKED

BAY COUNTY UTILITIES STANDARD DETAILS

CONCRETE THRUST BLOCK REQUIREMENTS

DATE : JUNE 2015
SCALE : NTS
FIGURE : G-15

REQUIRED LENGTH OF RESTRAINED JOINT PIPE FOR DIP (POLY-WRAPPED)

MAIN PIPE SIZE	HORIZ. BENDS			TEES								REDUCERS					PLUGS & VALVES
	90°	45°	22.5°	SIZE / LENGTH								SIZE / LENGTH					
36	142	59	28	36×36 393	36×30 318	36×24 243	36×20 193	36×16 168	36×12 94			36×30 318	36×24 243	36×20 193	36×16 168		463
30	124	51	25	30×30 343	30×24 268	30×20 218	30×16 193	30×12 119	30×10 94			24×30 343	24×24 268	24×20 218	24×16 193		397
24	106	44	21	24×24 293	24×20 243	24×16 218	24×12 144	24×10 119	24×8 94			20×30 343	20×24 293	20×16 218	20×12 169		327
20	92	38	18	20×20 243	20×16 218	20×12 169	20×10 144	20×8 119				16×30 343	16×24 293	16×20 243	16×12 194		280
16	77	32	15	16×16 218	16×12 169	16×10 144	16×8 119	16×6 94				12×30 343	12×24 293	12×20 243	12×16 218		231
12	61	25	12	12×12 169	12×10 144	12×8 119	12×6 94					10×30 343	10×24 293	10×20 243	10×16 218		181
10	52	22	10	10×10 144	10×8 119	10×6 94						8×30 343	8×24 293	8×20 243	8×16 218		153
8	44	18	9	8×8 119	8×6 94	8×4 69						6×30 343	6×24 293	6×20 243	6×16 218		128
6	34	14	7	6×6 94	6×4 69							4×30 343	4×24 293				98
4	24	10	5	4×4 69													69

REQUIRED LENGTH OF RESTRAINED JOINT PIPE FOR DIP (NON-WRAPPED)

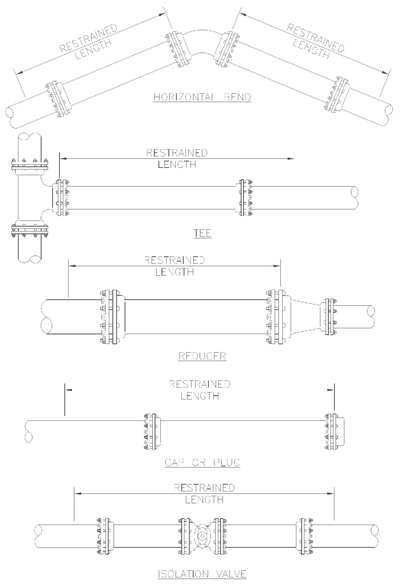
MAIN PIPE SIZE	HORIZ. BENDS			TEES								REDUCERS					PLUGS & VALVES
	90°	45°	22.5°	SIZE / LENGTH								SIZE / LENGTH					
36	100	42	20	36×36 83	36×30 67	36×24 52	36×20 41	36×16 36	36×12 20			36×30 67	36×24 52	36×20 41	36×16 36	149	188
30	88	37	18	30×30 73	30×24 57	30×20 46	30×16 41	30×12 25	30×10 20			24×30 67	24×24 52	24×20 41	24×16 36		162
24	75	31	15	24×24 62	24×20 52	24×16 46	24×12 31	24×10 25	24×8 20			20×30 67	20×24 52	20×16 41	20×12 36		135
20	65	27	13	20×20 52	20×16 46	20×12 36	20×10 31	20×8 25				16×30 67	16×24 52	16×20 41	16×12 36		116
16	54	22	11	16×16 46	16×12 36	16×10 31	16×8 25	16×6 20				12×30 67	12×24 52	12×20 41	12×16 36		95
12	43	18	8	12×12 36	12×10 31	12×8 25	12×6 20					10×30 67	10×24 52	10×20 41	10×16 36		79
10	37	15	7	10×10 31	10×8 25	10×6 20						8×30 67	8×24 52	8×20 41	8×16 36		63
8	30	13	6	8×8 25	8×6 20	8×4 15						6×30 67	6×24 52	6×20 41	6×16 36		53
6	24	10	5	6×6 20	6×4 15							4×30 67	4×24 52				41
4	17	7	3	4×4 15													29

NOTE:
SEE RESTRAINED LENGTHS FOR "PVC PIPE" DETAIL FOR NOTES 1 THROUGH 8 THAT ARE ALSO APPLICABLE TO "RESTRAINED LENGTHS FOR DIP".

BAY COUNTY UTILITIES STANDARD DETAILS

RESTRAINED JOINT REQUIREMENTS FOR DUCTILE IRON PIPE

DATE : JUNE 2015
SCALE : NTS
FIGURE : G-17



RESTRAINED LENGTHS FOR PIPE

BAY COUNTY UTILITIES STANDARD DETAILS

RESTRAINED JOINT REQUIREMENTS TYPICAL LENGTHS

DATE : JUNE 2015
SCALE : NTS
FIGURE : G-18

PROJECT NO.: 000000
DRAWING NO.: 5

REVISIONS

NO.	DATE	DESCRIPTION	BY

PROJECT NAME: 24" WATER MAIN RELOCATION FOR STATE ROAD NO. 30 BAY COUNTY, FLORIDA

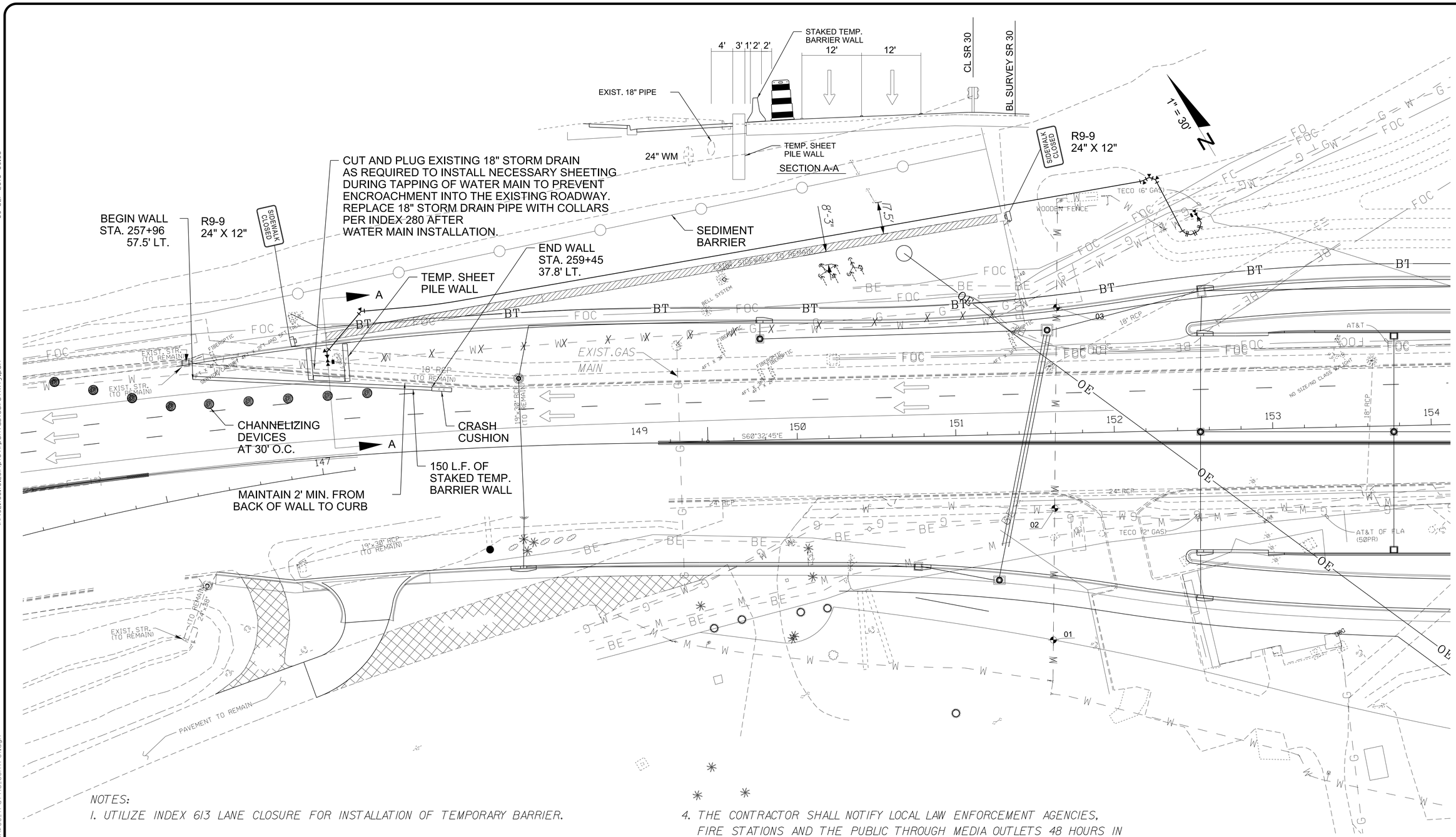
SHEET NAME: STANDARD DETAILS

VOLKERT

DESIGNED: MYO	CHECKED: TEP
DRAWN: JVM	CHECKED: MYO
DATE: 05/25/16	
PROJECT NO.: 000000	

CONSTRUCTION DETAILS DRAWING NO.: 5

Plot Scale=30.000000i.000000
ø192.168.10.25#plo1ø#color1ables#bw.ctb
25-MAY-2016 13:00
User Is: malone
H:#Projects#0057111#water main relocation#05_Std details#watermain.DGN



NOTES:

1. UTILIZE INDEX 613 LANE CLOSURE FOR INSTALLATION OF TEMPORARY BARRIER.

2. LANE CLOSURES ARE PERMITTED FROM 10:30 P.M. TO 6:00 A.M. THE CONTRACTOR IS TO COORDINATE WITH THE FDOT PROJECT 217976-3-52-01, SR 30 (US 98) AND SR 368 (23RD STREET) PROJECT ADMINISTRATOR FOR ADJACENT PROJECTS TO ASSURE NO CONFLICT OCCURS WITH THE LANE CLOSURE.

3. ALL LANES MUST BE OPENED TO NORMAL TRAFFIC WITHIN 12 HOURS OF AN EVACUATION NOTICE FOR A HURRICANE OR ANY OTHER EMERGENCY EVENT AND SHALL REMAIN OPEN FOR THE DURATION OF THE EVENT AS DIRECTED BY THE PROJECT ADMINISTRATOR.

4. THE CONTRACTOR SHALL NOTIFY LOCAL LAW ENFORCEMENT AGENCIES, FIRE STATIONS AND THE PUBLIC THROUGH MEDIA OUTLETS 48 HOURS IN ADVANCE OF LANE CLOSURE. THE CONTRACTOR SHALL COORDINATE WITH THE APPROPRIATE AGENCIES AND INSPECTION PERSONNEL TO INSURE TRAFFIC IS SAFELY ACCOMMODATED AND THE REQUIRED COORDINATION CAN BE ACCOMPLISHED FOR CONSTRUCTION ACTIVITIES.

PROJECT NO.: 000000

DRAWING NO.: 6

NO.	DATE	DESCRIPTION	BY

REVISIONS

PROJECT NAME: 24" WATER MAIN RELOCATION FOR STATE ROAD NO. 30 BAY COUNTY, FLORIDA

SHEET NAME: TRAFFIC CONTROL PLAN

VOLKERT

DESIGNED: MYO	CHECKED: TEP
DRAWN: JWM	CHECKED: MYO
DATE: 08/29/16	
PROJECT NO.: 000000	

TRAFFIC CONTROL PLAN DRAWING NO.: 6

User is: malone
H:\Projects\00571\water main relocation\06_traffic_control.dgn
Plot Scale=30.000000:1.000000
ø192.168.10.25\plot\pentables\Utility.pen
09-SEP-2016 09:03
ø192.168.10.25\plot\color\tables\bw.ctb

SUMMARY OF VERIFIED UTILITIES

V_{vh} #	UTILITY DESCRIPTION (Owner, Type)	SIZE	MATERIALS	℄ and/or ℄ STATION	℄ and/or ℄ OFFSET	℄ and/or ℄ LT/RT	EXISTING GROUND ELEVATION	TOP ELEVATION	COMMENTS
TH-1	BAY CO. UTIL. WATER MAIN	24"	METAL	151+20.78	71.88'	LT.	8.65'	5.05'	
TH-2	TECO, GAS MAIN	6-1/2"	HDPE	151+19.03	81.00'	LT.	8.44'	4.24'	ALSO FOUND 4-1/2" HDPE, UNKNOWN UTILITY,
									DEPTH AT -5.10'/ -1.554m.
TH-3	BAY COUNTY TRAFFIC, TRAFFIC SIGNAL	4 @ 4-1/2"	PVC	1511+19.06	83.44'	LT.	8.13'	5.93'	ALSO FOUND 2 @ 2" OD COMMUNICATION, HDPE,
									DEPTH AT -3.25'/ -0.991m.
									ALSO FOUND 9 @ 2-1/2" OD COMMUNICATION, PVC
									AND 6 @ 4-1/2" OD PVC DUCT,
									DEPTH AT -3.95'/ -1.204m.
TH-4	UNKNOWN, UNKNOWN	SEE NOTE	CONCRETE	151+19.50	87.25'	LT.	7.85'	4.70'	UNMARKED BY OWNER.
									16-1/2" BY 25-1/2" CONCRETE
									POSSIBLY A DUCT BANK IN CONCRETE.
TH-5	AT&T, FIBER OPTIC CABLE	3/4"	DIRECT BURIED CABLE	151+19.93	93.37'	LT.	7.62'	3.92'	
TH-6	SOUTHERN LIGHT, FIBER OPTIC CABLE	2-1/2"	HDPE	151+17.36	103.27'	LT.	6.44'	1.89'	
TH-7	BAY CO.UTIL , WATER MAIN	24"	METAL	147+16.42	68.82'	LT.	9.99'	4.59'	
TH-8	BAY COUNTY TRAFFIC, TRAFFIC SIGNAL	2 @ 2-1/2"	PVC	147+19.65	81.66'	LT.	9.79'	7.39'	
TH-9	UNKNOWN, DUCT BANK	6 @ 4-1/2"	PVC	147+18.22	92.58'	LT.	9.13'	5.38'	
TH-10	UNKNOWN, COMMUNICATIONS	2 @ 4-1/2"	PVC	147+18.27	93.40'	LT.	9.11'	6.81'	

LEGEND:
HDPE = HIGH DENSITY POLYETHYLENE O.D. = OUTSIDE DIAMETER TH = TEST HOLE VCP = VITRIFIED CLAY PIPE
N/A = NOT APPLICABLE PVC = POLYVINYL CHLORIDE MA = MAST ARM

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

SOUTHEASTERN SURVEYING AND MAPPING CORPORATION, L.B. NO. 2108
THOMAS K. MEAD, P.S.M. NO. 5624
1130 HIGHWAY 90
CHIPLEY, FLORIDA 32428
PHONE (850) 638-0790

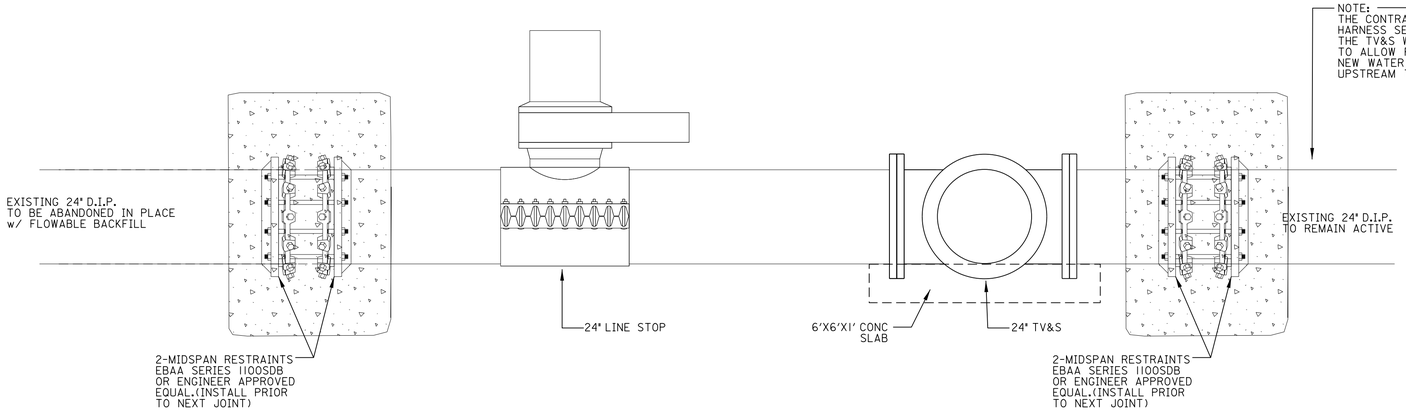
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
30	BAY	217976-3-52-01

SUMMARY OF VERIFIED UTILITIES

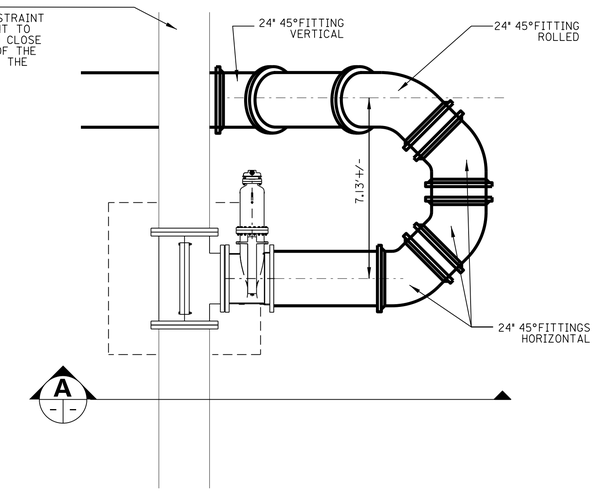
SHEET NO. UTV-1

$USER$ $DATE$ $TIME$ $FILE$

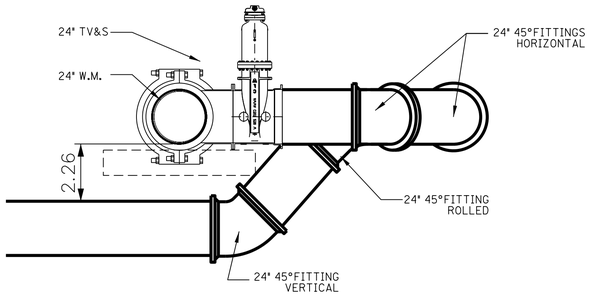


NOTE:
THE CONTRACTOR SHALL ADD A MEGALUG RESTRAINT HARNESS SERIES 1700 ON THE NEAREST JOINT TO THE TV&S WHEN THE NEAREST JOINT IS TOO CLOSE TO ALLOW FOR THE CROSSING UNDERNEATH OF THE NEW WATER MAIN AND THE INSTALLATION OF THE UPSTREAM THRUST BLOCK.

DETAILS FOR ADDITIONAL RESTRAINT AT LINE STOP



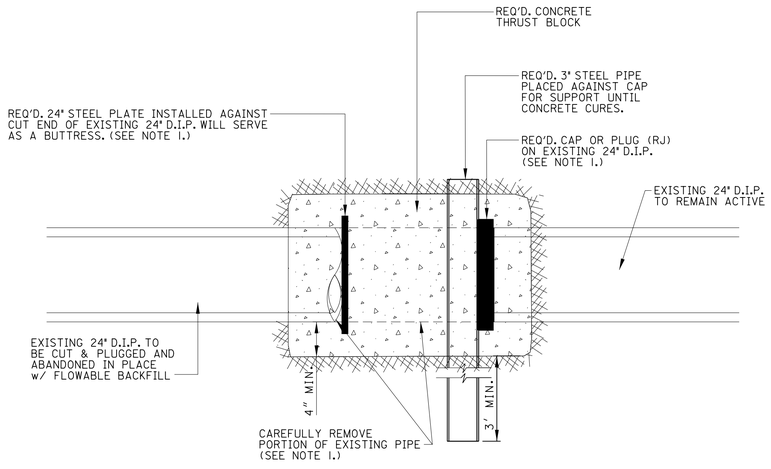
PLAN AT TAP



A SECTION
SCALE: N.T.S.

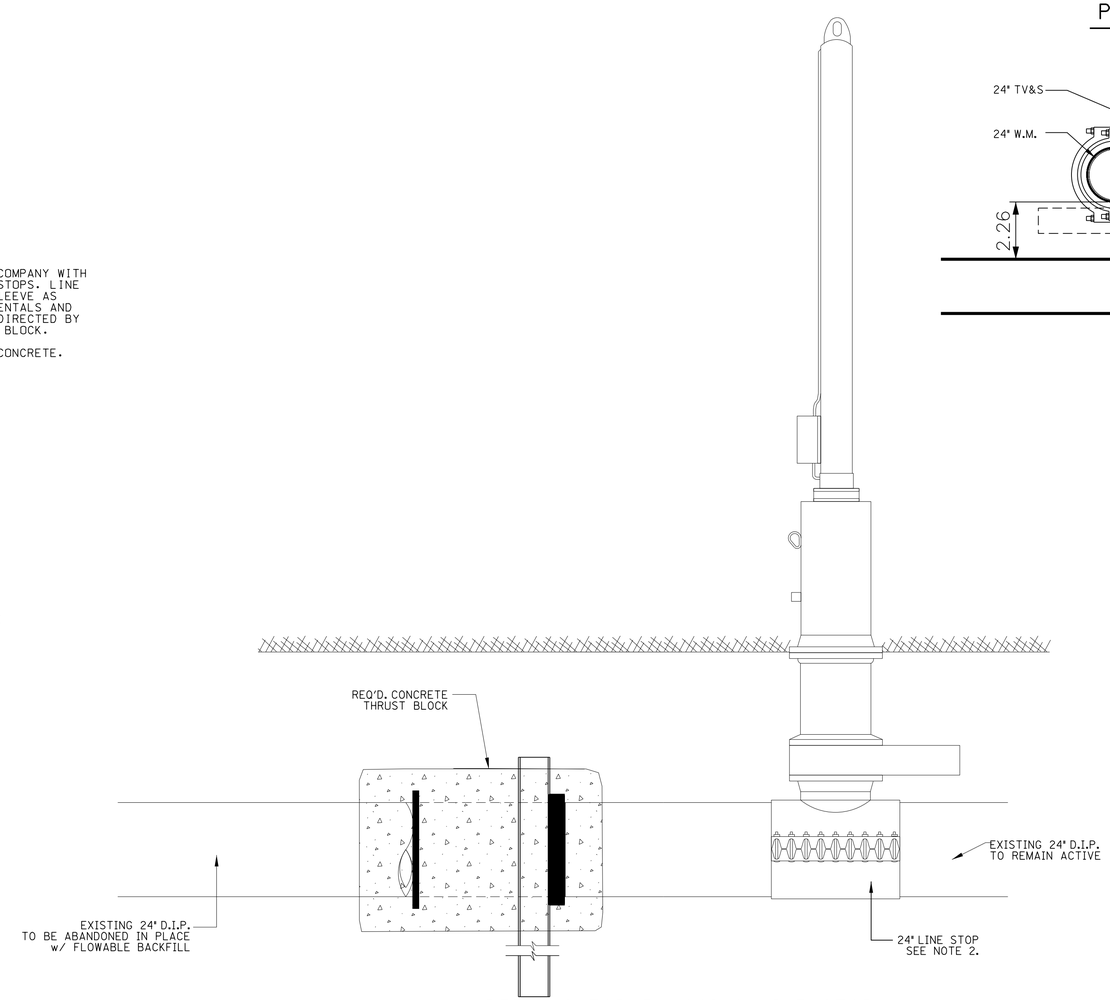
NOTES:

1. CONTRACTOR SHALL FOLLOW ALL PIPE MANUFACTURER'S REQUIREMENTS FOR REMOVING A SEGMENT OF EXISTING 24" D.I.P. AND INSTALLING CAP OR PLUG.
2. CONTRACTOR SHALL OBTAIN THE SERVICES OF A PROFESSIONAL, FULL TIME COMPANY WITH REQUIRED EXPERIENCE AND APPROVED BY THE OWNER FOR INSTALLING LINE STOPS. LINE STOP SERVICES SHALL INCLUDE 24" LINE STOP FLANGED OUTLET TAPPING SLEEVE AS MANUFACTURED BY JCM INDUSTRIES, 414 OR ROMAC FTS425, AND ALL INCIDENTALS AND APPURTENANCES REQUIRED FOR COMPLETION OF THE WORK AS SPECIFIED OR DIRECTED BY THE ENGINEER. THE WORK SHALL INCLUDE THE NECESSARY CONCRETE THRUST BLOCK.
3. ALL PIPING AND FITTINGS SHALL BE POLYWRAPPED PRIOR TO POURING THE CONCRETE.



PLAN

DETAILS FOR PLUGGING AND ATTACHING FLAT PLATE BULKHEAD TO EXISTING 24" D.I.P. WATER MAIN



DETAILS FOR PLUGGING LINE STOP

PROJECT NO.: 000000
DRAWING NO.: 8

NO.	DATE	DESCRIPTION	BY

REVISIONS

PROJECT NAME: 24" WATER MAIN RELOCATION FOR STATE ROAD NO. 30 BAY COUNTY, FLORIDA

SHEET NAME: LINE STOP, CUT & PLUG AND RESTRAINING DETAILS

VOLKERT

DESIGNED: MYO	CHECKED: TEP
DRAWN: JWM	CHECKED: MYO
DATE: 08/29/16	
PROJECT NO.: 000000	
CONSTRUCTION DETAILS DRAWING NO.: 8	

ØØ192.168.10.25ØIplotØcolortablesØbw.ctb
20-SEP-2016 14:30
Plot Scale:1.000000:1.000000
ØØ192.168.10.25ØIplotØpentablesØUtility.pen
User Is: malone
H:ØProjectsØ00571Øwater main relocationØ08_ Line Stop & capping details.DGN

Bay County Board of County Commissioners
Agenda Item Summary

Outside Agency Request Policy

DEPARTMENT MAKING REQUEST/NAME:
Budget Office, Johnathan A. Stukey, Budget Officer

MEETING DATE: 2/7/2017

REQUESTED MOTION/ACTION:
Requesting that the Board approve the attached Outside Agency Request Form and Outside Agency Request Policy.

AGENDA
Budget Office - Regular

BUDGETED ITEM? N/A
BUDGET ACTION:
None needed at this time. This policy change will affect the upcoming FY 2018 budget cycle.
FINANCIAL IMPACT SUMMARY STATEMENT:
This policy will help stabilize the budgeted amounts that are annually considered. All funds that are given to outside agencies are directly from the General Fund.

BACKGROUND:
The Board has asked staff to develop a funding policy (**Exhibit 1**) and ranking criteria in determining future funding for outside agencies. In the past, agencies have submitted a letter stating an amount requested and intended use of funding. The new Outside Agency Request Form (**Exhibit 2**) will require agencies to provide information such as other funding sources, number of participants expected to be helped, use of grant matching, and the purpose of the funding request. The intent is to help the County see where funding will be most beneficial.
Also, discussed in this request was a policy limiting the number of years an agency can receive County funding to three years. By doing this we hope other agencies, previously denied, will have an opportunity to receive County funds.
This change will not affect mandated services such as Life Management, Children's Advocacy Center, Fixed Route and Paratransit Services which up until this budget cycle, were considered outside agencies. These services have been moved to the County's regular budget process.

ATTACHMENTS:

Description	Type
Outside agency Request Policy	Exhibit
Outside Agency Request Form	Exhibit

BAY COUNTY BOARD OF COUNTY COMMISSIONERS
OUTSIDE AGENCY FUNDING POLICY

I. PURPOSE

To ensure that Bay County is fiscally responsible and residents are well served, this policy creates a uniform procedure for the submission, review, and approval of outside agencies funding requests to deliver various services. Bay County as an organization, and as a community moves forward into the future, our service delivery efforts will be influenced by community demographics, state and federal mandates, fiscal constraints, economic conditions, emerging technologies, and many other yet to be identified influences.

II. OUTSIDE AGENCY ELIGIBILITY CRITERIA

A. Agency services must be available to all residents in Bay County who meet the eligibility requirements of the agency.

B. Services offered by the agency/program(s) must not be restrictive with regard to race, sex, age, religion, disability, or any characteristics that would be prohibited by law.

C. Funds may not be used for any purpose prohibited by law.

D. Agencies and their respective program(s) must be non-profit, incorporated under the State of Florida, and have an IRS 501(c)(3) for a minimum of one year prior to date of application.

E. Funding requests must specifically describe how the agency's program(s) contribute to the Board's strategic goals. These goals help meet Bay County's priorities related to the ability to: Ensure a Safe County, Deliver Effective Services, Maintain a Family Friendly Community, Stewardship of Natural Resources, and to continue to build and maintain a Healthy Business Climate.

F. Agencies must agree to provide a mid-year and end-of-year financial report, and status of how prior year's requested funding was dispersed.

G. Agencies may apply for funding once per fiscal year, not to exceed three years in a seven year period.

III. PROCEDURES

A. The *Outside Agency Funding Policy and Outside Agency Funding Request Form* will be posted on the Bay County website.

B. Agencies seeking to provide services and requesting Bay County Funding or other support must complete the "Outside Agency Funding Request Form" and provide other required documentation. Completed request form and all documentation must be received by the Bay County Budget Office before 5:00 p.m. on the due date to be considered for funding in the County's fiscal year beginning October 1.

C. The *Outside Agency Funding Request Form* must be completed using the online form in the format provided. Agencies are encouraged to retain a receipt of their submission. The form and supporting documentation can be submitted via mail or email to:

Bay County Board of County Commissioners
Budget Office
840 West 11th Street
Panama City, Florida 32401
Budget@baycountyfl.gov

D. Brochures, newsletters, and information other than what is requested is not required to be submitted with application funding requests.

E. The Budget Office will review the agency's submittal for eligibility and other requirements including application completeness, and financial statements.

F. Funding requests will be scored and ranked before given to the Board of County Commissioners. The Board will vote on all funding requests during a Budget workshop whereby agencies will be notified of the date(s).

G. At the beginning of the fiscal year agencies whose request were approved by the Board will receive from the Budget Office a notification regarding the level of funding, and a request for a signed copy of the Funding Agreement for Community Services from the Purchasing Department.

OUTSIDE AGENCY FUNDING REQUEST FORM

Due Date April 3, 2017

Board of County Commissioners
Budget Office
840 West 11th Street
Panama City, Florida 32401
Email: Budget@baycountyfl.gov

Please complete all 3 sections of the application form.

Section A: Organization and Contact Information
Section B: Program Information
Section C: Program Funding Information

Application Checklist

The documents below must be submitted along with this application.

1. COPY OF THE CURRENT BUDGET FOR THE AGENCY (REVENUES AND EXPENSES).
2. COPY OF THE LATEST AUDITED FINANCIAL STATEMENT.
3. IF APPLICABLE, DETAILS OF HOW PREVIOUSLY RECEIVED FUNDING FROM THE BOARD OF COUNTY COMMISSIONERS WAS DISPERSED.

Section A: Organization and Contact Information

DO YOU HAVE 501(C)(3) STATUS?	[ ] YES [ ] NO	ARE THERE ANY ISSUES THAT WILL PREVENT THE 501(C)(3) STATUS FROM REMAINING IN THE UPCOMING YEAR?	[ ] YES [ ] NO

AGENCY NAME:			
ADDRESS:			ZIP CODE:
PHONE:	FAX:	WEBSITE ADDRESS:	
EXECUTIVE DIRECTOR/PRESIDENT:		PHONE:	EMAIL:
NAME AND TITLE OF PRINCIPAL CONTACT:		PHONE:	EMAIL:

Agency Personnel

	PRIOR YEAR	CURRENT YEAR	UPCOMING YEAR
4. TOTAL NUMBER OF EMPLOYEES:			
5. NUMBER OF ADMINISTRATIVE EMPLOYEES:			
6. NUMBER OF PROGRAM EMPLOYEES:			

Section B: Program Information

IS THIS AGENCY A BRANCH OF A LARGER ORGANIZATION?		WHAT IS THE NAME OF THE PARENT ORGANIZATION?
	[ ] YES	
	[ ] NO	

TOTAL PROGRAM COST:	TOTAL FUNDING REQUEST:	WHAT IS THE PURPOSE OF THE FUNDING REQUEST? PLEASE PROVIDE EXPLANATION.		
$	$		[ ]	LIFE SKILLS
			[ ]	HEALTHCARE
			[ ]	EDUCATION
			[ ]	SOCIAL SERVICES
			[ ]	OTHER

EXPLANATION OF CURRENT FUNDING REQUEST:

BOARD OF COUNTY COMMISSIONERS STRATEGIC GOALS

[ ]	ENSURE A SAFE COUNTY
[ ]	DELIVER EFFECTIVELY SERVICES THAT BAY COUNTY CITIZENS WANT, NEED, AND ARE WILLING TO SUPPORT
[ ]	MAINTAIN A FAMILY FRIENDLY COMMUNITY WHERE CITIZENS AND VISITORS CAN FIND AND AFFORD THE VALUES AND LIFESTYLES THEY SEEK
[ ]	MAINTAIN EFFECTIVE STEWARDSHIP OF BAY COUNTY'S SIGNIFICANT NATURAL RESOURCES
[ ]	BUILD AND MAINTAIN A HEALTHY BUSINESS CLIMATE

DESCRIBE YOUR PROGRAM AND HOW IT CONTRIBUTES TO ANY OF THE ABOVE STRATEGIC GOALS

PARTICIPANTS

	PRIOR YEAR	CURRENT YEAR	UPCOMING YEAR
7. NUMBER SERVED THROUGH THIS PROGRAM:			
8. ESTIMATE OF YOUR COST PER PARTICIPANT:			

9. IF FUNDING IS APPROVED, WHAT LEVEL OF SERVICE IS EXPECTED?

Section C: Agency Program Funding Information

AGENCY NAME:	PROGRAM NAME:

HAS YOUR AGENCY RECEIVED BAY COUNTY BOCC FUNDING WITHIN THE PAST? IF YES, INDICATE THE AMOUNTS.

[ ] YES

[ ] NO

FY10-11	FY11-12	FY12-13	FY 13-14	FY14-15	FY15-16	FY16-17

LIST OTHER PROGRAM FUNDING SOURCES
(OTHER COUNTIES, FEDERAL, STATE, CITY, CHARITY/DONATIONS, FUNDRAISERS, ETC.)

FUNDING SOURCE	NAME OF ENTITY	PRIOR YEAR	CURRENT YEAR	UPCOMING YEAR
	TOTAL PROJECTED REVENUES	$	$	$

IF USING BAY COUNTY MONEY FOR GRANT MATCHING, HOW MUCH IS NEEDED FOR MATCHING? $

HOW MUCH MONEY WILL BE RECEIVED FROM THE GRANT? $

PROGRAM EXPENDITURES
(PERSONNEL, OPERATING, CAPITAL, OTHER)

FUNDING SOURCE	DESCRIBE EXPENDITURE FOR CLARITY	PRIOR YEAR	CURRENT YEAR	UPCOMING YEAR
	TOTAL PROJECTED EXPENDITURES	$	$	$

Bay County Board of County Commissioners
Agenda Item Summary

Bay Dunes Property

DEPARTMENT MAKING REQUEST/NAME:
Bay County General Services / Don Murray, Director

MEETING DATE: 2/7/2017

REQUESTED MOTION/ACTION:
Board direct staff to work with the Parks Advisory Board to develop alternate uses for the property and bring back recommendations for review and consideration.

AGENDA
General Services - Regular

BUDGETED ITEM? N/A
BUDGET ACTION:
None at this time. Park's budget may need to be amended based on the recommendations and Commission action.
FINANCIAL IMPACT SUMMARY STATEMENT:
Park's budget is directly paid for out of the General Fund.

BACKGROUND:
The Bay Dunes Property located on John Pitts Road has been a golf course (Bay Dunes Golf Course) since the 1980's. The property sits on the former Majette Landfill that was covered and closed prior to the construction. Currently, our DEP obligations are to maintain the cover, maintenance of stormwater conveyance and the maintenance and monitoring of the groundwater and landfill gas wells.

In December 2014, the Manager of Bay Dunes Golf Course defaulted on his contract due to his excessive maintenance costs. After many months and no response from an advertised request for proposals, on March 02, 2015 Bay County received an unsolicited proposal from Course Management Solutions to operate and maintain the Bay Dunes Golf Course. Subsequently on April 07, 2015, the Board approved and the Chairman executed a lease agreement.

In September 2016, Bay Dunes closed for maintenance after heavy rains. On December 22, 2016, Course Management Solutions notified the County that it could not continue the operation of the golf course due to subsidence issues. Course Management Solutions stated that it would need additional County funding, County resources and needed to remain closed for an additional 8-12 Months just to make the course minimally operational, all of which are well beyond its contract agreement with the County. On December 27, 2016, Bay County accepted the request from Course Management Solutions to terminate the current agreement and we are currently working with them to secure their equipment and protect the County facility assets.

Staff agrees that subsidence is an issue due to the 30+ years of settling. The work required to bring the 200+ acre course up to an acceptable standard would require a significant up front financial investment, which would probably cost in excess of $500,000.

Bay County Board of County Commissioners
Agenda Item Summary

FY 2017 - 2018 Surtax Project List

DEPARTMENT MAKING REQUEST/NAME:
Public Works Department Keith C. Bryant, P.E., PTOE, Director

MEETING DATE: 2/7/2017

REQUESTED MOTION/ACTION:
Board: 1) Review and approve the proposed FY 2017/2018 Infrastructure Surtax Projects list; and, 2) Authorize staff to proceed with execution of the approved list. (**DISTRICT I-V)**

AGENDA
Public Works - Regular

BUDGETED ITEM? No
BUDGET ACTION:
A budget amendment will be needed to recognize the 1/2 cent surtax proceeds and expenses for FY 2017. The FY 2018 budget will be set up as part of the upcoming budget cycle.
FINANCIAL IMPACT SUMMARY STATEMENT:
A separate fund from Fund 101 Transportation for the 1/2 cent surtax will be set up to track revenues and expenditures.

BACKGROUND:
In November, County Citizens approved the Bay County Infrastructure Surtax Proposal referendum that was included in the general election. The Infrastructure Surtax Proposal included a list of priority transportation and stromwater projects that were to be accomplished with the surtax revenues. The projects were broken into the following categories:

Roadway Resurfacing
Dirt Road Stabilization and Drainage Projects
Intersection Improvements
Bridge Repair & Replacement
FDEP Notice of Violation (NOV) Projects
Capacity Improvement Projects
Roadway Safety Projects
Stormwater Capacity Projects

The county is in the process of establishing a Citizen Oversight Committee; and surtax funds, which the Department of Revenue has been collecting since January, will become available for disbursement to the County in March. The first projects to be accomplished (from the published master list) using these revenues have been identified for Fiscal Years 2017 and 2018 **(Exhibit 1).** The major projects include:

Widening of Jenks Avenue from Baldwin Road to SR 390
Reconstruction / Resurfacing of Thomas Drive from Bristol Street to Joan Avenue
Resurfacing Collector Roads

Allison Avenue Drainage Improvement Project
Replacement of East Avenue Bridge
Repair of Deerpoint Dam Bridge

ATTACHMENTS:

Description	Type
1/2 Cent Sales Tax Exhibit 1	Exhibit

EXHIBIT 1

1/2 Cent Sales Tax			
		FY 2017	FY 2018
Resurfacing Projects			
North Lagoon (Joan Ave to Thomas Drive)/Multi Use Path		$460,000	
Silver Lake Road		$410,000	
Center Dr		$220,000	
Camellia St		$25,000	
CR 2300 (Non Surtax Funding = $2,236,458)		$1,063,000	$2,000,000
Thomas Dr Drainage Rehab (Bristol St to Joan Ave)		$500,000	
Thomas Dr Reconstruction Phase 1 (Ph 2: FY 2019 - $1,864,792)			$1,750,000
CR 2302			$240,000
High Point Rd			$200,000
Indian Bluff Rd			$200,000
Pavement Preservation			$200,000
Local Roads Resurfacing			$655,000
	SUBTOTAL	**$2,678,000**	**$5,245,000**
Dirt Road Stabilization and Drainage Projects			
Bertha Nelson Road (US 231 to Titus Road)		$260,000	
Wendy Road (US 231 to Coe Road)		$300,000	
Cowels Road			$1,300,000
Local Dirt Road Stabilization			$666,000
	SUBTOTAL	**$560,000**	**$1,966,000**
Intersection Improvement Projects			
CR 389 & Hwy 77 Intersection Left Turn Lane ($301k FDOT Grant)		$400,000	
CR 389 & Hwy 231 Intersection Right Turn Lane ($301k FDOT Grant)		$800,000	
	SUBTOTAL	**$1,200,000**	**$0**
Bridge Repair & Replacement Projects			
East Avenue Bridge Replacement - Design (FDOT Grant = $740,000)		$850,000	
Deer Point Dam Bridge Rehabilitation		$500,000	
Scotts Ferry Road Bridge Replacement - Design			$800,000
	SUBTOTAL	**$1,350,000**	**$800,000**
FDEP Notice of Violation (NOV) Projects			
Webber Road (NOV 35-37) (Non Sales Tax Funds = $500,000)		$950,000	
Sorrel's Dr (NOV-38)		$360,000	
	SUBTOTAL	**$1,310,000**	**$0**
Capacity Improvement Projects			
Jenks Ave Resurfacing & Widening - Baldwin to SR 390 (FY 19 - $3,000,000)		$1,400,000	$3,600,000
	SUBTOTAL	**$1,400,000**	**$3,600,000**
Roadway Safety Projects			
Laird Street Sidewalks (Joan Ave to Treasure Palms)		$475,000	
Frankford Ave Multi-Use Path (23rd St to SR 390)			$150,000
CR 30 FB Rd (Twin Lakes to E. Lakeshore Dr) Design (Grant = $126,000)			$140,000
	SUBTOTAL	**$475,000**	**$290,000**
Stormwater Capacity Projects			
Allison Ave Regional Stormwater Facility (Land Purchase)		$1,620,000	
	SUBTOTAL	**$1,620,000**	**$0**
	TOTAL	**$10,593,000**	**$11,901,000**
	Other Funding Source	$2,621,458	$126,000
	Total	**$7,971,542**	**$11,775,000**

Bay County Board of County Commissioners
Agenda Item Summary

Ordinance Amending Protests of Procurement Awards

DEPARTMENT MAKING REQUEST/NAME:
Jennifer Shuler, Office of the County Attorney

MEETING DATE: 2/7/2017

REQUESTED MOTION/ACTION:
Board to conduct a public hearing and adopt the attached ordinance repealing and replacing the language of Bay County Code Sec. 2-114 Protested Awards.

AGENDA
County Attorney - Public Hearing

BUDGETED ITEM? N/A
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
N/A

BACKGROUND:
Staff recommends that the Board revise its procurement protest procedure. The attached ordinance (Exhibit 1) would repeal our existing administrative procedure and replace it with a new procedure that would direct challenges to Bay County Circuit Court. The new ordinance would allow a challenger to file an initial challenge with the Purchasing Director and County Attorney within one day of the of an award decision. If a challenge is filed, the signing of the contract would be stayed for fourteen business days to allow an investigation of the challenge unless the County Manager determines that the contract must proceed to protect substantial interests of the County. If a challenge is not resolved within fourteen business days, a challenger can proceed to file an action in Bay County Circuit Court within this time period.

ATTACHMENTS:

Description	Type
Ordinance amending Procurement Protests	Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, REPEALING CHAPTER 2, OF THE BAY COUNTY CODE, SECTION 2-114; AND ADOPTING A NEW PROCEDURE FOR PROTESTING PROCUREMENT AWARDS THAT PROVIDES THAT AWARDS BE CHALLENGED IN THE CIRCUIT COURT OF THE FOURTEENTH JUDICIAL DISTRICT IN BAY COUNTY, FLORIDA, THAT PROVIDES A PROCEDURE FOR COUNTY NOTIFICATION OF PROTESTS, A STAY OF PROTESTED CONTRACTS, AND THAT OUTLINES THE JUDICIAL STANDARD PROOF TO BE APPLIED TO PROTESTS.

BE IT ORDAINED by the Board of County Commissioners of Bay County, Florida:

SECTION 1. CHAPTER 2, SECTION 2-114, Protested solicitations and awards, of the Bay County Code is hereby repealed and replaced with the following language:

Sec. 2-114. Protested awards

In any competitive sealed bidding context, no later than the business day following the day approval is granted the Purchasing Department will electronically notify a representative of each bidder of the award decision. Approval by the award authority does not constitute formation of a contract.

After notification of the award decision, any party with standing may challenge the decision by initiating an action in the Circuit Court of the Fourteenth Judicial Circuit in Bay County against the Bay County Board of County Commissioners. If a party intends to initiate such an action, it must electronically notify the Purchasing Director and the County Attorney no later than one business day after notice of the awarding authority's decision. If no such notice is received by the county, the county may proceed to execute a contract to formalize the award decision. If the county does receive notice of intent to challenge the decision, the county will stay the contracting process, unless the county manager determines that the contract must proceed without delay to protect substantial interests of the county. If a party notifies the county of its intent to challenge a decision under this subsection, it must file its challenge within fourteen business days after providing its notice. If the party fails to file its action within this period, the county may proceed with the contracting process. If the party files its action, the court will uphold the county's decision unless the court determines that the awarding authority did not act in good faith and the challenger demonstrates illegality, fraud, oppression or misconduct by the county or anyone acting on the county's behalf.

SECTION 2. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 3. REPEAL. All ordinances or parts of ordinances in conflict with this Ordinance are to the extent of such conflict hereby repealed.

SECTION 4. INCLUSION IN CODE. This Ordinance shall become and be made a part of the Code of Bay County, Florida. Sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to "section", "article" or other appropriate designation.

SECTION 5. EFFECTIVE DATE. A certified copy of this Ordinance as enacted shall be filed by the Clerk of the Board with the office of the Secretary of State of the State of Florida within ten (10) days after enactment and this Ordinance shall take effect immediately in accordance with Section 125.66 (2), Florida Statutes.

DULY ADOPTED in regular session this ___day of February, 2017.

ATTEST:

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY, FLORIDA

_____
Bill Kinsaul, Clerk

_____
William T. Dozier, Chairman

Approved as to form:

_____
County Attorney

Bay County Board of County Commissioners
Agenda Item Summary

Vehicle for Hire Ordinance

DEPARTMENT MAKING REQUEST/NAME:
Jennifer Shuler, Office of the County Attorney

MEETING DATE: 2/7/2017

REQUESTED MOTION/ACTION:
Board to conduct a public hearing and adopt the attached ordinance repealing Bay County Code Chapter 26 Articles I-V and replacing it with a new Vehicle for Hire ordinance.

AGENDA
County Attorney - Public Hearing

BUDGETED ITEM? N/A
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
N/A

BACKGROUND:
The proposed new Vehicle for Hire (VFH) ordinance would apply equally to all VFH companies in Bay County, including taxi companies and transportation network companies (TNCs) such as Uber. Unlike the previous code, which required both companies and its drivers to be licensed by the County, this new ordinance would only require VFH companies to obtain an annual County license. The company would have the responsibility to annually authorize its own drivers and ensure that the requirements of the County's ordinance are met such as obtaining annual nationwide criminal background checks on drivers and vehicle inspections by ASE certified mechanics. The company would then be required to maintain records of its compliance, which would be subject to audit by the County or open to the County or law enforcement for investigation purposes. The ordinance also requires that VFH drivers have company authorization on display in vehicles or available for display on request and visible signage on vehicles.

ATTACHMENTS:

Description	Type
Vehicle for Hire ordinance	Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, REPEALING EXISTING PROVISIONS IN CHAPTER 26, OF THE BAY COUNTY CODE, VEHICLES FOR HIRE; AND ADOPTING NEW PROVISIONS THAT PROVIDE DEFINITIONS, REQUIRE A COMPANY LICENSE AND A DRIVER AUTHORIZATION PROCESS, REQUIRE VEHICLE INSPECTIONS, PROVIDE OPERATING REGULATIONS, PROVIDE FOR ENFORCEMENT, RECORD INSPECTION, VIOLATIONS AND PENALTIES, AND A LICENSE SUSPENSION AND REVOCATION PROCEDURE.

BE IT ORDAINED by the Board of County Commissioners of Bay County, Florida:

SECTION 1. CHAPTER 26, VEHICLES FOR HIRE, ARTICLES I-V, of the Bay County Code are hereby repealed and replaced with the language attached as **Exhibit 1**.

SECTION 2. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 3. REPEAL. All ordinances or parts of ordinances in conflict with this Ordinance are to the extent of such conflict hereby repealed.

SECTION 4. INCLUSION IN CODE. This Ordinance shall become and be made a part of the Code of Bay County, Florida. Sections of this Ordinance may be renumbered or re-lettered and the word ”ordinance” may be changed to “section”, “article” or other appropriate designation.

SECTION 5. EFFECTIVE DATE. A certified copy of this Ordinance as enacted shall be filed by the Clerk of the Board with the office of the Secretary of State of the State of Florida within ten (10) days after enactment and this Ordinance shall take effect immediately in accordance with Section 125.66 (2), Florida Statutes.

DULY ADOPTED in regular session this ___day of February, 2017.

ATTEST:

Bill Kinsaul, Clerk

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY, FLORIDA

William T. Dozier, Chairman

Approved as to form:

County Attorney

Exhibit 1

Sec. 26-1. - Definitions.

The following words and phrases when used in this chapter shall have the meanings indicated unless the text indicates otherwise:

Background check means a nationwide criminal history check (including, without limitation, the National Sex Offender Registry database) and driver record check performed by a company accredited by the National Association of Professional Background Screeners or comparable accreditation group deemed acceptable by the VFH administrator.

Company means a natural person or legal entity in the business of employing or contracting with drivers to provide vehicle for hire services in accordance with this article.

Company license means the written authority granted by the county to a company to operate within the county limits pursuant to the requirements of this article.

Compensation means remuneration or anything of economic value that is provided, promised, or donated primarily in exchange for services rendered.

Driver means a natural person authorized to operate a vehicle for hire in accordance with this article.

Driver authorization means the authority granted by a company for a driver to operate a vehicle for hire within the county limits in accordance with this article.

Passenger means an individual who is transported in a vehicle for hire.

Vehicle for hire (VFH) means any motor vehicle used to transport passengers for compensation within the county limits. The term vehicle for hire excludes:

(1) School and church buses;

(2) Sightseeing cars and buses;

(3) Ambulances;

(4) Funeral home vehicles;

(5) Interstate buses;

(6) Horse drawn carriages;

(7) Shuttle vehicles (a vehicle that is used for courtesy transportation without compensation);

(8) Passenger and transit vehicles owned, operated, leased or controlled by a governmental agency; and

VFH administrator means the county manager or his designee authorized to administer this chapter regulating vehicles for hire.

Sec. 26-2. - Company license.

It shall be unlawful for any company to provide VFH service in the county without obtaining an annual license issued by the VFH administrator. A company shall pay the annual license fee set by resolution of the board of county commissioners at the time of application for the license and thereafter each year. A company license is valid for one year from the date of issue and is non-transferable.

Sec. 26-3. - Application for company license.

(a) Application for the issuance or renewal of a company license shall be made in writing to the VFH administrator on a form provided by the VFH administrator and signed and sworn to by the owner or by its authorized agent. Each application for issuance or renewal of a company license shall include:

(1) Proof of the insurance coverage required by Florida law.

(2) Information on the third party provider responsible for completion of driver background checks as required in section 26-5.

(3) If the applicant is a natural person: the applicant's full name, social security number, residence address, business address, business e-mail address, business telephone number and proof that the applicant is at least 18 years of age.

(4) If the applicant is a legal entity: the entity name, business address, business email address and business telephone number; the date and state of formation; proof of active status with the Florida Division of Corporations authorizing it to do business under the laws of the State of Florida.

(5) The name, mailing, physical and email addresses and telephone number of a natural person(s) located within the State of Florida that the company has authorized to be its agent and a point of contact for the county with regards to:

a. Filing applications and paying rates and charges on behalf of the company; and

b. Receiving and accepting all legal process, correspondence and notices from the county pertaining to the company, or drivers operating for the company.

(6) An illustration of the distinctive company signage that will be displayed on its vehicles for hire as required by section 26-7.

(7) Such other information as may be reasonably required by the VFH Administrator for purposes of administration and enforcement of this article.

(b) If the applicant knowingly provides false statements of material facts or information on the license application, the applicant will automatically be denied the company license and will be ineligible for a company license for a period of five years. If the company license has been issued prior to the discovery of the false statements or information, the company license shall be revoked and the company will be ineligible for a company license for a period of five years.

(c) As a condition of maintaining its company license, each company:

(1) Shall keep accurate records of the company VFH operations for a minimum of the past three years. Such records shall be submitted or made available for inspection or audit as required in section 26-10.

(2) Shall notify the VFH administrator in writing within 15 days of any change to the information provided in the license application.

(3) Shall not employ or contract with any driver who does not have a valid driver authorization issued by the company.

(4) Shall provide each of its drivers with a copy of this article and inform each driver of the driver and company obligation to comply with this article.

(5) Shall on its website or digital platform and its receipt (either written or electronic) provide passengers with a phone number provided by the VFH administrator where the passenger may file a complaint regarding a potential criminal act or violation of this article.

(6) Shall immediately temporarily suspend the authorization of a company driver at the request of the VFJ administrator or law enforcement. The VFH administrator or law enforcement shall have the authority to request suspension if there is evidence that a driver poses a threat to the health, safety or welfare of the public. Upon suspension, the company shall investigate the driver and all records associated with the investigation shall be provided to the VFH administrator or law enforcement upon request. At the conclusion of the investigation, the company shall share the results of its investigation with the VFH administrator and law enforcement. If the company re-instates the authorization of a driver, it shall demonstrate good cause for doing so.

(7) Shall immediately place a VFH out of service at the request of the VFJ administrator or law enforcement. The VFH administrator or law enforcement officer has the authority to request that a VFH be placed out of service if it is appears unsafe or hazardous. Once a VFH is placed out of service, it shall be inspected by an automobile mechanic certified by the National Institute for Automotive Service Excellence (ASE) or a person supervised by an ASE certified mechanic. The VFH shall not be returned to service until any unsafe or hazardous conditions are corrected. All records associated with the inspection shall be provided to the VFH administrator or law enforcement upon request.

Sec. 26-4. - License, verification and issuance.

Upon receipt of an application for the issuance or renewal of a company license, the VFH administrator may verify all information provided in the application for compliance with all applicable provisions of this article. The county will issue a company license if the company has met the requirements set forth in this chapter and has paid the company license fee as set by resolution of the board of county commissioners.

Sec. 26-5. - Company issued driver authorization.

(a) Prior to operating a VFH within the county, each driver is required to obtain an annual driver authorization from the company. The company shall not issue a driver authorization unless the company has verified that the driver meets all of the following requirements. If the company issues a driver authorization and later determines the driver does not meet the following requirements, the company shall immediately revoke the driver authorization and suspend the driver from operating a VFH for the company.

(1) The driver possesses a valid Florida driver's license or a valid driver's license issued by another state, if the driver is not otherwise required to obtain a Florida driver's license.

(2) The driver is at least 18 years old.

(3) The background check obtained by the company covers the preceding seven years and shows that:

a. The driver has not been convicted, pled nolo contendere, nor had adjudication withheld for any violent or forcible felony or sexual battery.

b. The driver has not been convicted, pled nolo contendere, or had adjudication withheld for a felony or misdemeanor in the last seven years for any crime involving the use or threat of use of force, prostitution, indecent exposure, stalking, prowling, or any sexually related criminal offense, or any felony offense involving the possession or sale of a controlled substance.

c. The driver is not under any form of community control, probation or under any status as a sex offender in any state.

d. The driver has not been convicted, pled nolo contendere, nor had adjudication withheld in the last five years for any of the following offenses involving injury or death: leaving the scene of an accident, driving under the influence of an alcoholic beverage or drug, reckless or careless driving.

e. The driver has not been convicted, pled nolo contendere, nor had adjudication withheld in the last three years for leaving the scene of an accident, driving under the influence of an alcoholic beverage or drug, reckless or careless driving.

Sec. 26-6. - Display of driver authorization.

Each driver shall display, either in the vehicle in a printed format readily visible to a person of average visual acuity sitting in the rear passenger seat or electronically on the passenger's mobile device during a VFH ride, a photograph of the driver taken within one year and the driver's first name, the license

plate number of the vehicle that the driver is authorized to operate, and the make and model of the vehicle. The driver shall present its authorization upon request to its customer, a law enforcement officer or the VFH administrator.

Sec. 26-7. - VFH inspections and identification requirements.

(a) Within 45 days of beginning service, and annually thereafter, a company or a driver shall have each VFH inspected by an automobile mechanic certified by the National Institute for Automotive Service Excellence (ASE) or a person supervised by an ASE certified mechanic. Such inspection shall, at a minimum, evaluate and confirm the working condition of the vehicle's brake system, lights, steering, suspension, tires, and seat belts.

(b) The company or driver shall maintain complete documentation of the current inspection in the VFH at all times and shall provide a copy of such documentation to the VFH administrator or a law enforcement officer upon request.

(c) Each VFH shall display consistent and distinctive signage at all times while engaged in VFH services. Acceptable forms of distinctive signage include, but are not limited to, symbols or signs on vehicle doors, roofs, windshields, or grills. Magnetic or other removable signage is acceptable. The distinctive signage shall be sufficiently large and color contrasted so that it is readable during daylight hours at a distance of at least 50 feet; and reflective, illuminated or otherwise patently visible so as to be seen sufficiently at all times from a distance of at least 50 feet.

Sec. 26-8. - Operating regulations.

(a) In addition to all other applicable legal requirements, it shall be unlawful for any person:

  (1) To operate a VFH without a company issued driver authorization;

  (2) To operate, or cause to be operated, a VFH in any area where the operation of such vehicle is prohibited by an applicable law; or

  (3) To operate, or cause to be operated, a VFH that does not meet the requirements of this chapter.

(b) A driver shall at all times carry in the VFH proof of the insurance required by Florida law.

(c) Drivers shall not provide false information to or refuse to obey or to comply with any lawful order or direction of the VFH administrator, law enforcement officer, or traffic-control officer.

(d) No VFH shall be parked on any public way for a time longer than is reasonably necessary to board passengers.

Sec. 26-9. - Operation on private property.

Nothing in this chapter shall limit any natural person or legal entity who owns or controls real property from prohibiting VFH operation on its property or developing its own rules, regulations, and fees when allowing a VFH to operate on its property.

Sec. 26-10. - Enforcement, rules and regulations, complaints.

(a) The VFH administrator is authorized to enforce this chapter, and to adopt rules and regulations for the proper administration and enforcement of this chapter.

(b) In addition to all other powers and remedies provided by law, the VFH administrator or a law enforcement officer shall have the right to inspect the company records as necessary to investigate and resolve a complaint received or when the VFH administrator or the law enforcement officer has a reasonable suspicion of a violation of law or of this chapter. The company shall make the records available for investigatory purposes as soon as possible.

(c) The VFH administrator or his designee shall have the right to audit the records of the company VFH operations including, but not limited to, driver lists, driver background checks, and vehicle inspections, for purposes of verifying compliance with this chapter. Upon request by the VFH administrator or his designee, the company shall make records available for audit within 10 business days.

(d) The audits conducted by the VFH administrator or his designee shall take place at the company's local place of business or a mutually agreed upon location. The company shall provide records in an unredacted form. The county shall cooperate with the company to protect trade secrets as allowed by Florida law.

Sec. 26-11. - Violations and penalties.

Violations of the provisions of this chapter by a company or driver may be enforced by a suspension or revocation of any company license as provided in this Section, by enforcement under Chapter 7 of Bay County Code, or by any other legal remedy available. Each violation shall be deemed a separate and distinct offense and shall be penalized as a separate and distinct offense.

Sec. 26-12. - License suspension or revocation.

(a) The county may suspend or revoke the company license which grants the privilege of any company to conduct VFH services on any of the following grounds:

(1) If the company and/or any company driver fails to follow any requirements of this chapter;

(2) If the original application or any other required documentation are found to contain any false statements of material fact; or

(3) If the company and/or company driver fails to pay any fees or fines as specified in this chapter or by resolution of the board of county commissioners.

(b) A company license may be suspended or revoked for acts of a driver in violation of this section if the company fails to take the action requested by the county with respect to the driver violations, including and up to, the company revoking the drivers authorization issued by the company. In instances where a company had knowledge of a violation and took corrective action on its own or as requested by the county, the company shall maintain written documentation of such actions for a minimum period of one year from the date that the corrective action was taken.

(c) The procedure for suspending or revoking a company license is as follows:

(1) The VFH administrator shall provide written notice to the company of his or her recommendation that the company license be suspended or revoked and the basis for the suspension or revocation. The notice shall contain the date and time of a hearing on the issue and shall be hand delivered to or sent certified mail to the company at least ten days before the scheduled hearing. Service shall be mailed to or hand delivered to the person authorized by the company as its agent in its registration with the county.

(2) The hearing will be a quasi-judicial proceeding before a Special Magistrate hired by the County Attorney.

(3) All parties shall have an opportunity to present evidence and argument on all issues involved, to conduct cross-examination and submit rebuttal evidence, and to be represented by counsel. Formal rules of evidence shall not apply but fundamental due process shall be observed and shall govern the proceeding. Any party desiring the hearing be recorded shall be responsible for arranging and paying the cost of a court reporter's attendance and services.

(4) If the Special Magistrate finds, by a preponderance of the evidence, that the company meets the requirements for license suspension or revocation, then it shall uphold the decision to suspend or revoke the company's license and set the suspension or revocation date to begin 15 days from the date of the final administrative order, subject to a writ of certiorari being filed pursuant to paragraph (6) below.

(5) At the conclusion of the hearing, the Special Magistrate shall issue findings of fact based on evidence in the record and conclusions of law and shall issue an order, which shall be sent by regular U.S. mail to the person authorized by the company as its agent in its registration with the county.

(6) The final administrative order of the Special Magistrate is subject to certiorari review in a court of competent jurisdiction in Bay County, Florida by the timely filing of a petition. Filing of a petition in the court shall not operate as a stay of the revocation.

(d) Any company whose company license has been revoked shall not be eligible to obtain a company license until such revocation period has expired.

Sec. 26-13. - Reciprocity.

Any company holding a valid VFH license from any municipality located within Bay County, Florida shall be deemed in compliance with this Section.

Bay County Board of County Commissioners
Agenda Item Summary

Ordinance Amending Chapter 3 Alcohol Regulation

DEPARTMENT MAKING REQUEST/NAME:
Office of the County Attorney Jennifer Shuler

MEETING DATE: 2/7/2017

REQUESTED MOTION/ACTION:
Board to conduct a public hearing and adopt the attached ordinance amending Bay County Chapter 3, Alcohol Regulations, to add definitions.

AGENDA
County Attorney - Public Hearing

BUDGETED ITEM? N/A
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
No financial impact on the County's funds.

BACKGROUND:
This proposed ordinance would amend Chapter 3 of Bay County Code, Alcohol Regulations, to clarify definitions. Specifically, the amendments will: 1) define Spring Break as March 1st through 31st for enforcement purposes, unless changed by resolution of the Board; 2) amend the definition of "beach" to make enforcement by the Sheriff easier; and 3) exclude Shell Island from the Beaches Area Special Treatment Zone for purposes of alcohol regulation.

Staff recommends that the Board conduct a public hearing and adopt the attached ordinance amending Bay County Chapter 3, Alcohol Regulations, to add definitions.

ATTACHMENTS:

Description	Type
Ordinance Amending Chapter 3	Ordinance

ORDINANCE NO._____

AN ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA AMENDING CHAPTER THREE, ALCOHOLIC BEVERAGES, TO ADD DEFINITIONS.

NOW THEREFORE, BE IT ORDAINED by the Board of County Commissioners of Bay County, Florida as follows:

SECTION 1. Chapter 3, ALCOHOLIC BEVERAGES, is amended as follows with underlined text as additions and strikethrough text as deletions.

Chapter 3 - ALCOHOLIC BEVERAGES

Sec. 3-1. – Definitions and Penalty.

(a) *Definitions.*

Beach means all loose or uncompacted sandy areas, including sand dunes and vegetated areas, from the waters of the Gulf of Mexico to the frontal dune, or to where there is no frontal dune to the line of permanent vegetation or construction, whichever is more seaward.

Beaches Area Special Treatment Zone shall mean the area established by Bay County Comprehensive Plan Policy 3.4.3 and identified on Map 3.2 of the Comprehensive Plan as the land and water located between the Walton County line and the western terminus of the Hathaway Bridge, and between the Intracoastal Waterway and the Gulf of Mexico, in which zone the county may impose special regulations as considered necessary. For purposes of this Chapter, this area shall not include Shell Island and Hurricane Island, as shown on the most recent U.S.G.S. map.

Spring Break shall be the period of time March 1st through March 31st, unless that period is changed or extended by resolution of the board of county commissioners.

Parking lot shall include any paved or unpaved parking lot, driveway or other area within which vehicular access is allowed.

(b) Penalty

Violations of this chapter are punishable as provided in section 1-6.

Sec. 3-2. - Distance of vendor's place of business from churches, schools.

(a) *Short title of section.* This section shall be known as and may be referred to as the "Bay County Alcoholic Beverage Vendors Ordinance."

(b) *Minimum distance; measurement.* No vendor's place of business which is licensed or required to be licensed under the Beverage Law [F.S. chs. 561—568] shall be located in the unincorporated areas of the county within 1,000 feet of an established church or school. The distance shall be measured by following the shortest route of ordinary pedestrian travel along the public thoroughfare from the main entrance of the place of business to the main entrance of the church and, in the case of a school, to the nearest point of the school grounds in use as a part of the school facilities. Where such established church or school is within the incorporated city or town and the vendor licensed under the Beverage Law [F.S. chs. 561—568] within the county is outside any incorporated city or town, then such vendor's place of business shall be located the same or a greater distance from such church or school as required by the ordinance of the incorporated city or town wherein such church or school is located. Where an established church or school is located in the county outside an incorporated city or town so near the corporate limit of any such city or town that under the ordinances of such city or town a vendor licensed or required to be licensed under the Beverage Law [F.S. chs. 561—568] would be prohibited from establishing the vendor's business within a distance less than 1,000 feet of such church or school, then any such vendor in the county outside such city or town may locate a place of business only at the same or a greater distance from such church or school as any such vendor located within such incorporated city or town.

(c) *Exception.* Notwithstanding any other provision of this section, this section shall not apply to:

(1) Any vendor's place of business which is licensed or required to be licensed under the Beverage Law [F.S. chs. 561—568] for sale of wine or beer, as defined in such law, only for consumption off the vendors' premises; or

(2) Any place of business licensed under the Beverage Law [F.S. chs. 561—568] on the effective date of Ord. No. 74-6 and continuing in business operation continuously thereafter; provided that, if the applicable license has been revoked or business operations have ceased for a period of more than 30 days, the operation shall be deemed not to be continuous.

Sec. 3-3. - Hours of sale and consumption.

(a) Short title of section. This section shall be known as and may be referred to as the "Bay County Ordinance Establishing Hours of Sale and Consumption of Alcoholic Beverages."

(b) During Spring Break, ~~which shall be the period of time established by ordinance on or before January 31st~~, within the Beaches Area Special Treatment Zone, no alcoholic or intoxicating beverages may be sold, consumed or served, or permitted

to be served or consumed in any place holding a license under the State Division of Alcoholic Beverages and Tobacco, between the hours of 2:00 a.m. and 7:00 a.m. on the same day.

(c) No alcoholic or intoxicating beverages may be sold, consumed or served, or permitted to be served or consumed in any place holding a license under the State Division of Alcoholic Beverages and Tobacco, between the hours of 4:00 a.m. and 7:00 a.m. on the same day, except that beer and wine as defined and regulated by F.S. chs. 563 and 564, respectively, may be sold between 4:00 a.m. and 7:00 a.m. on the same day provided such sale is for off premises consumption only.

(d) Enforcement. The county sheriff shall be responsible for the enforcement of the hours of sale established by this section.

Sec. 3-4. - Consumption of alcoholic beverages on the beach, in rights-of-way and public parking lots within the Beaches Area Special Treatment Zone.

(a) It shall be unlawful for any person to drink or otherwise consume any alcoholic beverage or substance within the rights-of-way of streets, highways, avenues or other similar ways, within the Beaches Area Special Treatment Zone.

(b) It shall be unlawful for any person to drink or otherwise consume any alcoholic beverage or substance within the confines of any public parking lot located within the Beaches Area Special Treatment Zone. "Public parking lot" shall mean a parking lot owned or leased, and maintained, by a public body or governmental agency.

(c) It shall be unlawful for any person to possess or consume any alcoholic beverage on the beach of the Gulf of Mexico without having in his or her immediate possession a government issued photo ID disclosing their name, address, and age to immediately present upon the demand of law enforcement.

~~(1) For purposes of this section, "beach" means that area of unconsolidated material that extends landward from the mean low-water line of the Gulf of Mexico, to the frontal dune, or to where there is no frontal dune, to the line of permanent vegetation or construction, whichever is more seaward.~~

~~(d) The Beaches Area Special Treatment Zone is established by Bay County Comprehensive Plan Policy 3.4.3 and identified on Map 3.2 of the Comprehensive Plan as the land and water area located between the Walton County line and the western terminus of the Hathaway Bridge, and between the Intracoastal Waterway and the Gulf of Mexico, in which zone the county may impose special regulations as considered necessary.~~

Sec. 3-5. - Conditions of approval of an application for an alcoholic beverage license.

(a) Any person seeking to obtain Bay County's approval of an application for a license from the Florida Department of Business and Profession Regulation, Division of

Alcoholic Beverages and Tobacco for on-premises consumption shall demonstrate compliance with the criteria listed below:

(1) The subject parcel is designated by the Bay County Comprehensive Plan and Land Development Regulations for land uses that authorize the type of on-premises consumption, sale, or use of alcoholic beverages sought to be licensed.

(2) The subject buildings, site, and premise meet the requirements of the current Bay County Land Development Regulations and the Bay County Building Code, including provisions governing parking, stormwater, drainage, landscaping, environmental, site design, structural, electrical, plumbing, mechanical, and accessibility code.

(b) The planning official and building official shall inspect the subject parcel for compliance with these criteria prior to granting any approval of an application for an alcoholic beverage license.

(c) The section shall not apply to the transfer of an existing license from one person to another for the continuation of on-premises alcoholic beverages consumption at the same location originally licensed.

Sec. 3-6. - Possession or consumption of alcoholic beverages on the beach and in parking lots during Spring Break in the Beaches Area Special Treatment Zone.

~~(a) *Definitions.*~~

~~*Beach* means that area of unconsolidated material that extends landward from the mean low-water line of the Gulf of Mexico, to the frontal dune, or to where there is no frontal dune to the line of permanent vegetation or construction, whichever is more seaward.~~

~~*Beaches Area Special Treatment Zone* shall mean that area described in this chapter.~~

~~*Spring Break* shall be the period of time March 1st through March 31st, unless that period is extended by resolution of the board adopted on or before January 31st of any year.~~

~~*Parking lot* shall include any paved or unpaved parking lot, driveway or other area within which vehicular access is allowed.~~

~~(b)~~(a) *Prohibition on the beach.* It shall be unlawful for any person to possess or consume any alcoholic beverage on the beach during Spring Break in the Beaches Area Special Treatment ~~Area~~ Zone.

~~(c)~~(b) *Prohibition in parking lots.* It shall be unlawful for any person to possess an open container of any alcoholic beverage or to consume any alcoholic beverage in or on any parking lot during Spring Break in the Beaches Area Special Treatment ~~Area~~ Zone.

~~(d)~~(c) *Exceptions.* The prohibitions of this subsection do not apply:

(1) To any person possessing or consuming alcoholic beverages in or on any parking lot (driveway) of a single-family residence.

(2) To any person possessing or consuming alcoholic beverages within the structure of the area identified in, and as authorized by, a license issued by the State Division of Alcoholic Beverages and Tobacco to sell alcoholic beverages for consumption on premises.

Sec. 3-7. - Persons under the age of 21 prohibited in alcoholic beverage establishments within the Beaches Area Special Treatment Zone.

(a) It shall be unlawful for any person under the age of 21 years to enter or remain on the premises of any establishment where alcoholic beverages are sold, consumed or served that holds a license issued by the State Division of Alcoholic Beverages and Tobacco for consumption on premises that is located within the Beaches Area Special Treatment Zone after the hour of 12:00 midnight while that establishment is selling and/or serving alcoholic beverages for consumption on premises.

(b) It shall be unlawful for any establishment or employee thereof where alcoholic beverages are sold, consumed or served that holds a license issued by the State Division of Alcoholic Beverages and Tobacco for consumption on premises that is located within the Beaches Area Special Treatment Zone to knowingly admit or permit to remain on the premises of such establishment any person under the age of 21 years after the hour of 12:00 midnight while that establishment is selling and/or serving alcoholic beverages for consumption on premises.

(c) Nothing herein shall be deemed to apply to any active duty personnel with military identification regardless of age.

(d) Nothing herein shall be deemed to prohibit any person under the age of 21 years from being present on the premises as an employee of that establishment to perform work duties or for the purposes of making a delivery of goods to that establishment.

(e) Nothing herein shall be deemed to prohibit any person under the age of 21 years from being present on the premises of that establishment while performing duties of law enforcement, fire safety, building, or health inspection.

SECTION 2. SEVERABILITY. If any section, subsection, clause, phrase, or provision of this Ordinance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not be construed as to render invalid or unconstitutional the remaining provisions of this Ordinance.

SECTION 3. REPEAL. All ordinances or parts of ordinances in conflict with this Ordinance are to the extent of such conflict hereby repealed.

SECTION 4. INCLUSION IN CODE. This Ordinance shall become and be made a part of the Code of Bay County, Florida. Sections of this Ordinance may be renumbered or re-lettered and the word ”ordinance” may be changed to “section”, “article” or other appropriate designation.

SECTION 5. EFFECTIVE DATE. A certified copy of this Ordinance as enacted shall be filed by the Clerk of the Board with the office of the Secretary of State of the State of Florida within ten (10) days after enactment and this Ordinance shall take effect immediately in accordance with Section 125.66 (2), Florida Statutes.

DULY ADOPTED in regular session this ___day of February, 2016.

ATTEST: BOARD OF COUNTY COMMISSIONERS

BAY COUNTY, FLORIDA

_____ _____

Bill Kinsaul, Clerk William T. Dozier, Chairman

Approved as to form:

_____

County Attorney