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

March 21, 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 Florida Department of Health Bay Annual Report

G. PUBLIC PARTICIPATION

H. CONSENT AGENDA

Clerks Report

1. **Check Register, Revenues and Expenditures, Tax Certificate & Inventory Deletions**
   Recommendation: Board to acknowledge receipt of reports.

County Attorney

2. **Approve By-laws of the Citizen's Oversight Committee**
   Recommendation: Board to review and approve the initial By-Laws of the Citizen's Oversight Committee for the Bay County Infrastructure Surtax.
3. **Hwy 390 Subordination of County Utility Interest to FDOT**
   Recommendation: Board to review and approve a Resolution subordinating the County's utility interest to the Florida Department of Transportation to assist in the Hwy. 390 Widening Project.

General Services

4. **Yard Debris Grinding Services**

Recommendation: Board to award contract and authorize the Chairman to execute a two-year contract with three (3) additional one-year renewals with Redmond's Inc. to provide yard debris processing services at the Steelfield Road Landfill.

Public Works

5. **CR2297 Bridge CEI Services**

Recommendation: Board: 1) Award a contract to Mott MacDonald Florida LLC for Construction Engineering and Inspection Services (CEI) of the CR 2297 Bridge Construction Project in an amount not to exceed $854,583.77; and, (2) Authorize the Chairman to sign the Contract. **(DISTRICT IV)**

6. **CR 389 @ 26th Street Intersection Contract Award**

Recommendation: Board: 1) Award the contract to GAC Contracting, Inc. for the CR389 (East Ave) Intersection Improvement project in the amount of $389,800.00 and authorize the Chairman to execute the contract; and, 2) Authorize contingency and testing funds in the amount of $38,980 (10%). **(DISTRICTS II & IV)**

7. **Kingswood Drive Drainage Easements**

Recommendation: Board: 1) Approve the proposed drainage easements situated on Kingswood Drive; and, 2) Authorize the Chairman to execute the legal documents; and, 3) Authorize the Clerk of Court to record the drainage easements. **(District III)**

Utility Services

8. **AFFF Lagoon Memorandum of Understanding**

Recommendation: Board: 1) Approve the Aqueous Film Forming Foam (AFFF) Lagoon Disposal Memorandum of Understanding (MOU) between Tyndall AFB, Bay County, and WestRock and 2) Authorize the Chairman to execute the MOU

I. REGULAR AGENDA

County Commissoners

9. **County Manager Evaluation**

Recommendation: Board to approve and authorize the Chairman to sign the County Manager's Overall Annual Evaluation Rating.

J. PUBLIC HEARING

Community Development

10. **PZ 16-164 Small Scale Amendment**

Recommendation: Board to conduct a legislative public hearing to consider a proposal of a Small-Scale Amendment to the Bay County Comprehensive Plan, Future Land Use Map, Application No. PZ 16-164. Located at 10806 & 10812 Johnson Boulevard, in the Youngstown area. (District IV)

11. **PZ 17-004 Zoning Change**

Recommendation: Board to conduct a quasi-judicial public hearing pursuant to Section 307 of the Land Development Regulations and take action on a proposed zone change from "R-2" Single-Family and Duplex Dwellings to "C-3" General Commercial, Application No. PZ 17-004. Located at 10806 & 10812 Johnson Boulevard, in the Youngstown area. (District IV)

12. **PZ 17-003 Zoning Change**

Recommendation: Board to conduct a quasi-judicial public hearing pursuant to Section 307 of the Land Development Regulations and take action on a proposed zone change from "C-2" Plaza Commercial to "C-3" General Commercial, Application No. PZ 17-003. Located at 20601 Panama City Beach Parkway, in the unincorporated Panama City Beach area. (District V)

13. **PZ 17-008 Amendments to LDR regarding Medical Cannabis Activities**

Recommendation: Board to conduct a legislative public hearing to consider a proposal to amend Chapters 6 and 13 of the Bay County Land Development Regulations to provide rules and regulations regarding Medical Cannabis Activities.

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

Contact County Commissioners:

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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."

2016 *Annual Report*

Florida HEALTH
Bay County

Florida Department of Health in Bay County

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Message from our Administrator

Douglas M. Kent, M.P.H.

The Florida Department of Health in Bay County staff members consider it a great honor and privilege to be entrusted to make positive and impactful differences in our community. We are continually making improvements in our community's public health issues, providing education and outreach to persons desiring to improve their lifestyles and individual health outcomes, trained and ready to support Emergency Preparedness needs, and provide care and concern through patient/client care and services. We continue to reflect upon accomplishments and focus on new objectives with community partners. Our FDOH-Bay team look forward to seeing what we can do together to innovatively continue making a positive difference in public health.

As Public health professionals, we recognize that individual actions to promote health translate into healthier communities. Without basic public health services, positive changes cannot be created or maintained. We continue to seek ways to strengthen the public health system and improve service delivery through partnerships, as demonstrated by School Health expansion of Community Health programs in 2016. School Health services expanded beyond the thirty-four public schools served in 2016 to support six charter schools. Also, Bay Financial Consortium expanded services in 2016 to five additional counties with billing services to Calhoun, Liberty, Dixie, Gilchrist, and Levy counties. I am proud of the work accomplished in all divisions—Environmental Health, Epidemiology, HIV/AIDS, Tobacco Prevention, Administration, Emergency Preparedness, WIC, Sexual Risk Avoidance, Healthy Bay, Diabetes, Operations, Clinic and Dental. It takes team work and together it is an honor to support and improve the health of our community through the hard work of the many County Health Department divisions.

I appreciate the opportunity to be FDOH-Bay's Administrator and very proud of the public health services our team provides to the community!

Douglas M. Kent, MPH
Florida Department of Health
Administrator

Executive Leadership Team

Left to right: (Back Row) Ralph Miller, Environmental Health Director; Julie Tindall, Healthy Bay Director; Tammy Stewart, Community Projects Director; Douglas M. Kent, FDOH-Bay Administrator; Nancy Tipps, Clinic Services Director; ; Victor Walsh, Financial Administrator; (Front Row) Claire Henninger, WIC Director; Suzi Schomer, Dental. Director.

2016

The leadership teams at the Florida Department of Health in Bay County have been working especially hard to become trained in project development and continual quality improvement endeavors. Over the past year, leadership members have been Lean Six Sigma (LSS) Green Belt Sterling certified and completed several Quality Improvement projects. The purpose of training and quality improvement is to accomplish "Organizational Performance" – whereby "organizations" involve the entire staff. I'm very proud of everyone's work in serving Bay County. An indicator of our organizational strength and impact was evidenced by our Sterling Lean Six Sigma consultant's recommendation to submit an application for the Sterling Governor's Award. I commend our leadership team - great job! All staff members help improve processes, increase quality and access to public health services. Through teamwork we accomplish strategic objectives and fulfill our mission to protect, promote & improve the health of all people in Florida through integrated state, county, & community efforts.

~ Douglas M. Kent

Florida HEALTH *Our mission:*

To protect, promote & improve the health of all people in Florida through integrated state, county & community efforts.

Florida HEALTH *Our vision:*

To be the Healthiest State in the Nation.

Florida HEALTH *Our values:*

INNOVATION ..... We search for creative solutions and manage resources wisely.

COLLABORATION ... We use teamwork to achieve common goals and solve problems.

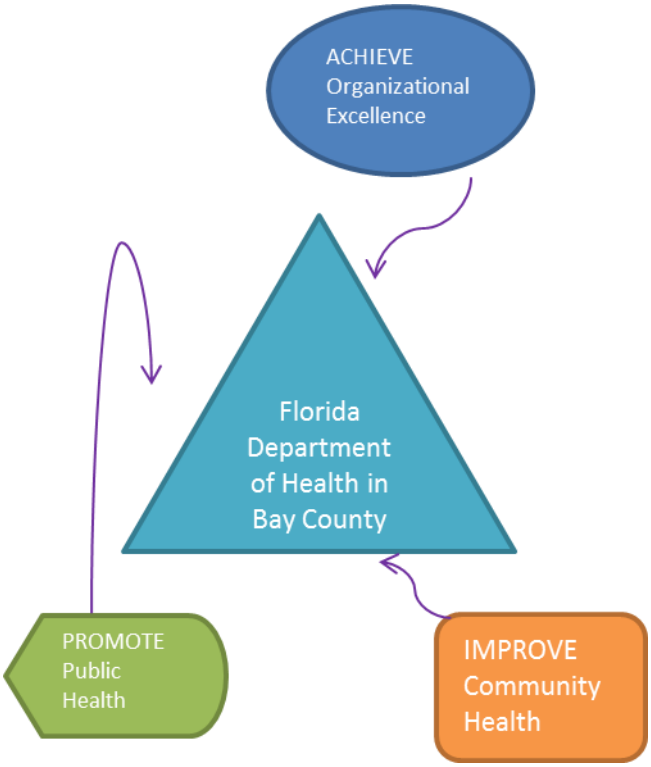
ACCOUNTABILITY .. We perform with integrity and respect.

RESPONSIVENESS ... We achieve our mission by serving our customers and engaging our partners.

EXCELLENCE ..... We promote quality outcomes through learning and continuous performance improvement.

Mission Focus

Our mission-critical activities are conducted within a framework that promotes excellence with rigorous measurement in order to guide the direction of our work efforts.



In order to meet our goals, we must:

Improve Community Health

- Assure access to quality health and dental care
- Encourage a healthy living environment
- Promote healthy living
- Prevent disease and disability and promote health

Achieve Organizational Excellence

- Use resources effectively
- Improve customer satisfaction
- Improve organizational capacity
- Assure a quality and engaged workforce

Promote Public Health Awareness

- Increase community involvement
- Promote public awareness

We envision a community where good health and wellness are priorities for its people; a place where medical and dental services are accessible and affordable. A place where public and private facilities work together with the community to assure sustainable, cost effective services are available and utilized to continually improve health outcomes for all.

Longtime Bay County Health Department Administrator Selected as Sapphire Awards Finalist

2016 Sapphire Awards Finalist

SAPPHIRE AWARDS

Douglas M. Kent, MPH
Administrator
Florida Department of Health in Bay County

On April 21, 2016, Douglas M. Kent, MPH, Health Officer for the Florida Department of Health in Bay County was selected as a 2016 Sapphire Award runner-up, winning $20,000 for his work toward "100 percent access, 0 percent disparities" in health care over a 40-year career. Kent donated the financial award to Bay County's Community Health Task Force. The Florida Blue Foundation awards honor outstanding work by individuals, programs and nonprofit organizations in community health care, or health care-related fields, distinguished by leadership, innovation and achievements in community health. Kent's achievements during his 40 years of public health service encompass many programs across Bay and Gulf counties. He is recognized for his experience, success, vision and diligence along with his ability to bring community leaders and partnerships together to join his vision and mission in improving public health issues. His leadership and collaborative efforts accomplished major projects, acquired funding sources, fulfilled facility needs and developed impactful public health programs.

An independent panel of experts with state and national expertise in community health best practices selected a total of 13 finalists across the three categories and were selected from among 112 nominees. "This group of finalists truly represents the outstanding individuals, programs and nonprofit organizations that stood out as the best in their categories," said Susan Towler, Florida Blue Foundation vice president. "The Foundation was proud to recognize them as finalists for the excellent work they are doing to make Florida a healthier state."

Assure Access to Quality Health Care

Clinic Services

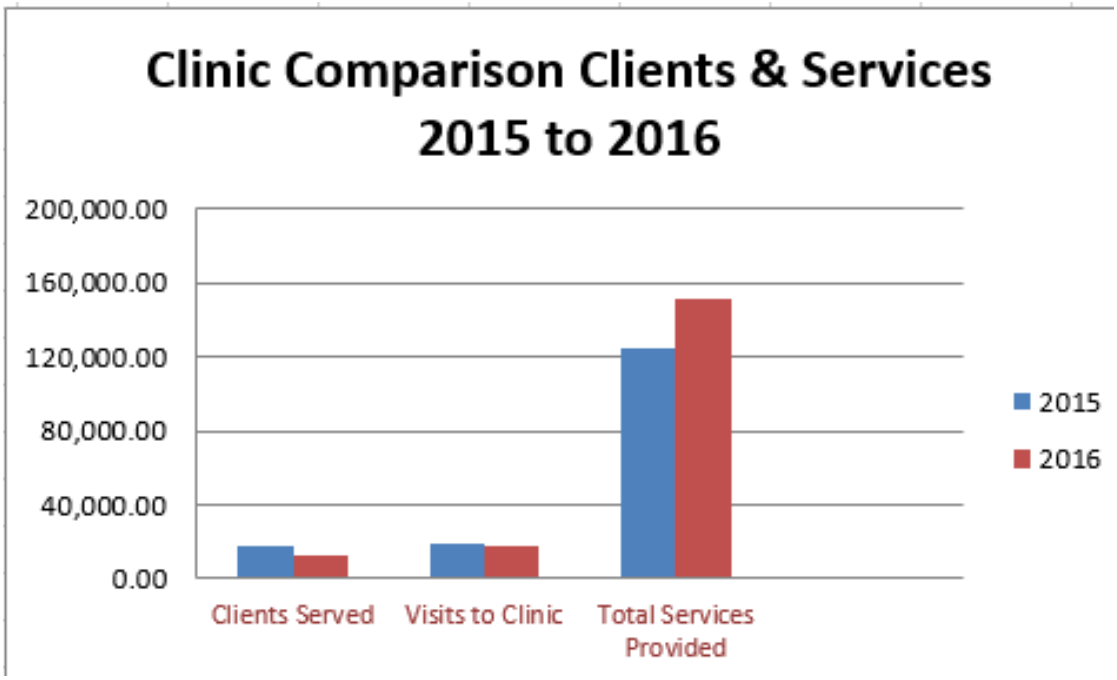
In 2016, 17, 368 STD Services were provided for 1, 943 clients

101, 005 Family Planning Services Provided for 2, 739 clients

10,154 Immunizations Administered

The Clinic Services Division of the Florida Department of Health in Bay County not only strives to improve the health of all people in Bay County, but also people from surrounding counties. In 2016, clinic services provided **150, 863** care services to **12, 811** patients. These patients utilized a variety of services, including family planning, women's health, primary care, and sexually transmitted disease testing, care, and treatment.

Source: Health Management System

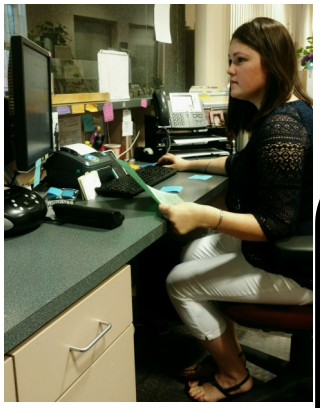


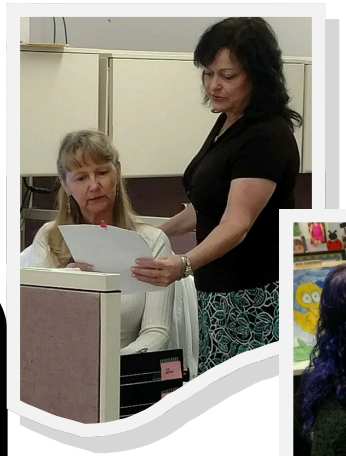
CLINIC ADMINISTRATIVE SERVICES

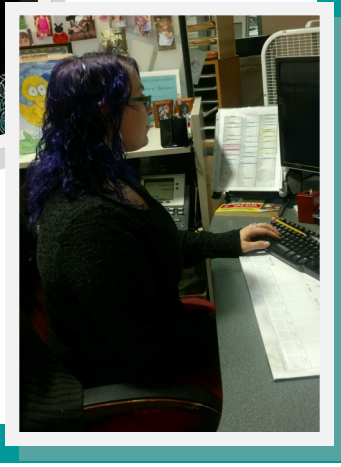
Assure Access to Quality Health Care

Clinic Reception and Medical Record staff is a team dedicated to providing quality services to the community in a friendly and helpful atmosphere, while ensuring confidentiality and privacy at all times. Information on all services provided by the Department of Health in Bay County and the many available community resources is readily accessible and given to promote community health.

FDOH- Bay medical records staff processed nearly 4000 medical record information releases in 2016. The FDOH- Bay medical records staff have worked diligently and reached the goal of being completely electronic with every aspect of records including immunization records which are documented in FDOH- Bay Florida Shot System. Patient records are created electronically and all medical/immunization records are purged and stored according to state and federal guidelines.







Florida Department of Health
School Health Services Program

2016 New Health Services Contracts Signed With Charter Schools

School Health provides nursing services to the students in Bay District Schools. Our goal is to supplement, rather than replace parental responsibility by encouraging parental awareness of their child's health status, discover and prevent health problems, and encourage utilization of physicians, dentists, and community health agencies' services.

School Health staff serve as a resource and works collaboratively with Bay District School personnel to provide a variety of health information and training on a wide variety of topics including Medication Administration for School Personnel, and other age relevant topics. The staff also assists in the development of individualized care plans for students with identified chronic health problems.

34,156 School Staff and Parent Contacts

17,005 First Aid Services

909 Individualized Care Plan Developments

2,323 Complex Medical Procedures

1,311 Lice Checks

24,158 Medication Administrations

33,918 Paraprofessional HST's Evaluations

Conducting state mandated school health screenings for vision, hearing, height/weight (including BMIs), and scoliosis, to state specified grade levels. In all Public & Charter Schools. Upon request screenings are also conducted in private schools.

Screenings Kg, 1st, 3rd & 6th Grades prior to January 1st:

7,498 Vision Screenings – 99.06% of mandated population completed
5,874 Hearing Screenings – 98.25% of mandated population completed
2,200 Scoliosis Screening – % Not calculated
3,850 Ht/Wt/BMI Screenings – % Not calculated

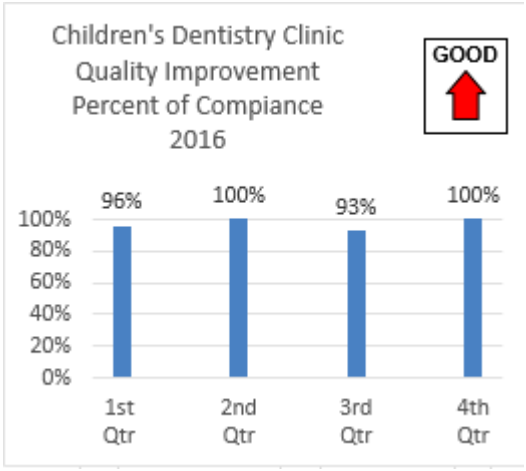
Assure Access to Quality Health Care

Children's Dentistry Clinic

We exist to improve access to preventive oral health services for the financially under-served children of Bay county and to promote and provide oral health care as part of one's overall health and well-being. Our clinic is staffed with a compassionate team of dentists, hygienists, assistants, and administrative staff who are eager to provide quality dental care to our patients.

We partner with several agencies throughout the community in order to assure and improve access.

In conjunction with St. Andrews Community Medical Clinic, oral health services were provided pro-bono to eligible adults with emphasis on the elimination of pain and infection for a total of almost $40,000.00 in services provided this year. Other community partners include After School Assistance Program (ASAP), Bay County Sheriff's Office, Bay County District Schools, DCF, Early Education & Care, Early Learning & Care Coalition, and Gulf Coast State College. Some outreach events included an Annual Veterans Event, Diabesity Day at the Dental Clinic, Back-to-School Events, Breastfeeding & Oral Health Education, and Veterans Stand Down. We completed our 2014-15 veterans event by providing extractions, fittings, and dentures valued at $100,000 during 2016 for local veterans.

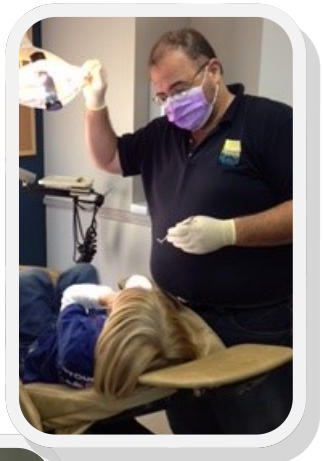


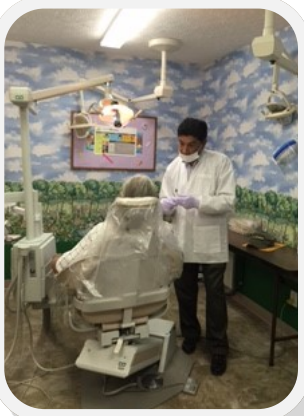
Total Number of Individual Children Seen

3,619

Total Number of Services Provided

28,540

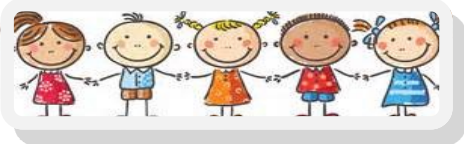




Assure Access to Quality Health Care

Mobile Dental Unit Program (MDU) & Outreach

Partnering with community agencies eliminates the need for Medicaid eligible children to be bused to neighboring counties for dental care. The MDU goes directly to the schools and provides exams, screenings, sealants, cleanings, fluoride treatments, and oral hygiene instructions as scheduled. Children ages PreK-5th grade are offered free oral health screenings in 11elementary schools, 2 middle/high schools, and several early learning centers.



Number of Services	Number of Student Services	Number of Visits
5,522	1,140	2,399

Community Outreach
Dental Services MDU Activities

The Florida Department of Health in Bay County Dental Clinic's partnership with the Bay County Sheriff's Office for the provision of Department employees to provide general dentistry services for the inmates housed at the Bay County Jail Facility has proven to be mutually beneficial. Our Dentist and Assistant have provided 493 inmates with much needed onsite oral healthcare services this year.

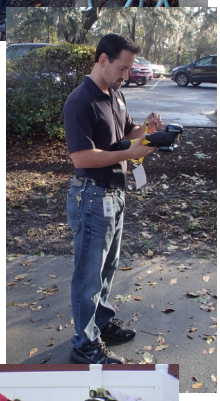
493 served

Environmental Health

We are located at 225 McKenzie Avenue in downtown Panama City.

The FDOH in Bay County scored in the excellent category for the 2016 Onsite Sewage Treatment and Disposal System (OSTDS) with a score of 98% and the Environmental Health Leadership and Sustainability (EHLS) report with a score of 98%.

Maintained 100% compliance inspection rating on all EH programs which helped prevent possible food/water-borne diseases and/or illness outbreaks.



Conducted annual meeting with local septic system contractors to review rule changes and address on-going permitting issues.

Maintained current DOH certifications for all EH staff and completed required continuing education unit (CEU) training.

Maintained online search portal for septic system records from 1993 to present. (www.septicsearch.com)

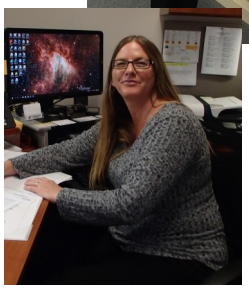
Environmental Health attained a 100% score on the 2016 Client Satisfaction Survey.

OSTDS supervisor and inspector lauded by a private soil evaluator for resolving a complicated OSTDS issue in a timely and professional manner.

Planned and hosted a Zika community outreach involving local municipalities, mosquito control and pest management companies to address a potential public health threat.

Environmental Health personnel participated in the Adopt-A-Highway roadside cleanup.

Environmental Health Division achieved 100% compliance in timely Employee Activity Reports (EARS) submissions for 2016.



Environmental Health Director attended all Bay County Planning and Zoning Commission meetings.

septicsearch.com

For septic records of Bay County 1993-Present

Encourage a Healthy Living Environment

Emergency Preparedness and Response

The Florida Department of Health in Bay County's (DOH-Bay) Emergency Preparedness Division is actively involved in planning and responding to the public health needs of the community in times of emergency or disaster. The priorities of the Florida Department of Health in Bay County are to assure that delivery of essential medical and public health services are maintained or restored following a disaster and that assistance is provided to meet emergency needs of the affected population.

An intrical part of the Emergency Preparedness Division is The Medical Reserve Corps (MRC) . The mission of the National MRC is to train, prepare, and mobilize teams of volunteer civilian medical professionals to respond during emergencies and disasters. Locally, the Bay Area Medical Reserve Corps does this by providing education, trainings, exercises, and mobilization events within the community. The Bay Area Medical Reserve Corps gives medical professionals, teachers, college students, support staff and many others an opportunity to volunteer. We accept a broad range of talents, skills, and abilities. A member of the Bay Area MRC is eligible to serve with any MRC program in the country at any time.

Below are activities that were led by the Preparedness Division this year:

- Active Shooter Orientation
- American Red Cross Women's Expo
- IS G300 and G 400 class
- Animal Disaster Workshop at the Fair Grounds
- Infectious Substances Packaging and Shipping Training
- Zika Response
- Strategic National Mobile Preparedness Course offered by the CDC
- N95 Mask Fit Test Training
- The Bays Medical Society Symposium
- American Red Cross Emergency Preparedness Expo
- CPR Training
- Shelter Training
- Special Needs Shelter Electronic Registry training
- Florida Hurricane Exercise
- Annual ESF 8 Training
- Nursing Skills Training
- Various Community Events

Don Rich
Preparedness
Planning Manager

Promote Healthy Living

WIC - Women, Infants & Children "WIC CARES"

Provided over 4.3 Million in food benefits

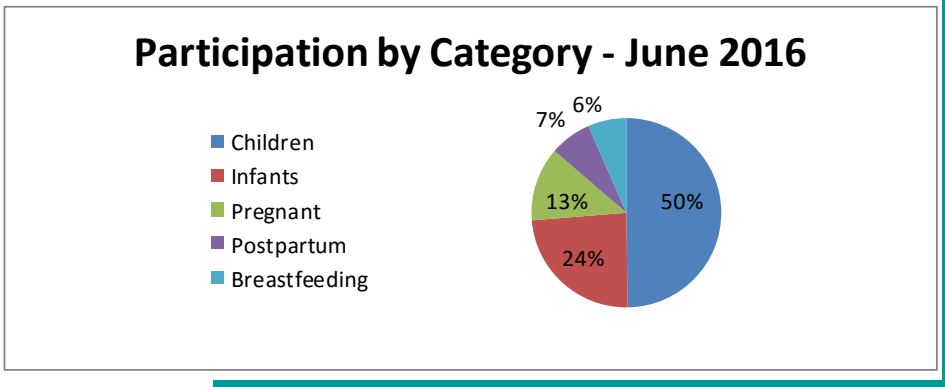
- Bay County WIC Program provides services in Bay and Gulf Counties.
- Services are provided in eight sites – Panama City, Springfield, Youngstown, two locations in Panama City Beach, Southport, Port St Joe, and Wewahitchka.
- In February 2016, Bay successfully separated from Walton County allowing both counties to focus on building local caseloads.
- In 2016 the average monthly enrollment was 7402 with an average participation of 6359 clients.
- WIC provided over $4,320,504 in food benefits from January – December 2016.
- Bay County served as a pilot program for WIC texting appointment and food benefit reminders, with great success.
- The Farmer's Market Nutrition Program brought approximately $53,540 in revenue to our local growers in the WIC Bay County area.
- Bay County has five local Farmers Markets for our clients to shop. WIC hosted its first annual "Day at the Market" to highlight the Farmers Market Program.
- WIC participated in Healthy Start's World's Greatest Baby Shower in Bay and Gulf Counties, and various other health fairs and community outreach events.
- The Florida Department of Health Bay County WIC Program in partnership with Breastfeed Bay, hosted its' 4th Annual World Breastfeeding Week event.
- The Florida Department of Health Bay WIC Program offers many different Breastfeeding activities, including classes in Bay and Gulf Counties, a Support Group and Breastfeeding Hotline for after hours assistance.

Farmer's Market Nutrition Program brought approximately $53,540 in revenue to local growers

In 2016 the average monthly enrollment was 7402 with average of 6359 clients participating per month

- Florida Department of Health Bay County continues to work with the NACCHO grant "Reducing Disparities in Breastfeeding through Peer and Professional Support".

Source: SOF WIC Management Reports



Freedom 180

Sexual Risk Avoidance Program

Freedom 180, the sexual risk avoidance program at the Florida Department of Health in Bay County, was established in 2001. Our program promotes healthy lifestyle choices for youth using both preventive health education *and* positive youth development teaching methods. Our program values parent participation and involves volunteers and community partners to provide relevant educational sessions for youth, parents, guardians, and working professionals.

Births to Mothers Ages 11-19
(rates per 1,000)

Year	Bay Co.	State
2010	31.2	18.8
2011	24.7	16.8
2012	27.4	15.7
2013	19.7	13.6
2014	19.7	12.5
2015	19.6	11.6

Community

51
education sessions reaching hundreds of students and parents

-

35
community events participated

Schools

562
students (ages 11-19) received evidence based sexual risk avoidance education during

248
hours of classroom education

2016 program highlights

- Freedom 180 held a Summer Youth Leadership Camp for eligible students from Bay and Wakulla counties to help them develop higher communication and interpersonal skills.
- The program partnered with Panama City Marine Institute by arranging SRA education classes, multiple art projects, and a homecoming dance for at-risk students all while incorporating healthy lifestyle messages.
- Freedom 180 partnered with Kingdom Life Ministry to host a Community Awareness Day in an outlying area of Bay County which is not often reached. Nearly 30 vendors participated at the event and 100 backpacks with school supplies were given to families in need.
- Staff conducted and participated in numerous community events, including a spring break and prom outreach, movie nights, teen leadership camp, health fairs, educational presentations, Zombie Run, and more.

VERUM EST LIBERUM
FREEDOM 180

Promote Healthy Living

Promote Healthy Living

Healthy Bay

The Healthy Bay Program links the Florida Department of Health in Bay County to community partners via the Community Health Task Force (CHTF) and the Community Health Improvement Plan (CHIP) action teams.

In October of 2016, the Community Health Improvement Plan was published. Action teams are working in three priority areas; mental health/ substance abuse, chronic diseases including diabetes and healthy weight/healthy lifestyles. The plan was presented to the Bay County Commission in December.

The mental health/substance abuse action team participated in recovery oriented systems of care training. The team also made goals to gather resource information, produce a marketing campaign to reduce stigma associated with seeking care, and to get more people trained in mental health first aid. The group will be utilizing the 2-1-1 system that resulted from the 2012 CHIP.

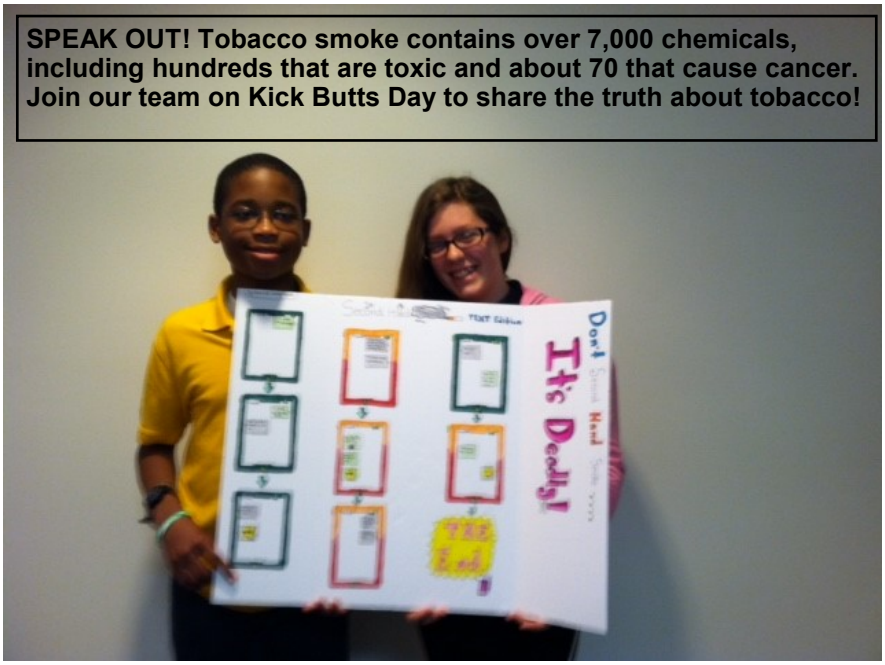
The chronic diseases including diabetes team had a busy summer. The group went to locations where parents and children gather to promote melanoma prevention from early childhood. Even five significant sunburns in childhood more than doubles the risk for melanoma. In addition, a heart failure action team has been meeting compromised of; DOH-Bay, Gulf Coast Regional Medical Center, Bay Medical Sacred Heart, and HealthSouth. This group has been developing prevention messaging as well as working on a new education program for those diagnosed with heart failure.

The healthy weight/healthy lifestyle action team or Bay H.E.A.T. provided information about the CDC scorecard to dozens of area businesses. The Bay County Breastfeeding Task Force also established a program to recognize employers and childcare facilities who support breastfeeding. In addition, the group identified potential areas where fresh foods would be needed within the community to improve access.

Promote Healthy Living

Tobacco Prevention program

Since 2008, The Bureau of Tobacco Free Florida has annually awarded Community Based Tobacco Prevention Grant funding to the Florida Department of Health in Bay County. In July 2015, six more years of annual funding was awarded.



The Tobacco Prevention team identifies and develops youth and adult leaders within the community through skills assessment, coaching, mentoring, training and education with the end result of building capacity within the organization and establishing policies. Outreach at (12) area schools, (6) service agencies, (17) businesses and (15) multi-unit housing sites assist the tobacco prevention team to coordinate seventy-five different activities, 30 events and 23 advocacy trainings. **Four goals with specific activities were coordinated to have expected outcomes:**

Goal 1: Prevent the initiation of tobacco use among youth and young adults by reducing the tobacco industry's influence in Bay County. By creating opportunities for participants to gain foundational knowledge about the point of sale issues, groups were engaged in the process of data collection using tools provided by the Bureau of Tobacco Free Florida and general education regarding point of sale issues. In 2016, 210 retail stores surveys were completed.

Goal 2: Eliminate Floridian's exposure to secondhand smoke with the creation of smoke free policies at local multi-unit housing sites. Community outreach and mobilization is accomplished through face-to face meetings with multi-unit housing properties and area businesses. From these meetings, St. Andrews Towers, a subsidized retirement facility, completed the process to establish a tobacco free policy in their units and on their grounds. Local public housing must go tobacco –free within eighteen months of February 3, 2017.

Goal 3: Promote quitting among Florida's adults and youth by working with local businesses to create tobacco free worksites. Tobacco Free Florida's "Quit your Way" including the Quit-line and "Tools to Quit" classes are being promoted and coordinated regularly in our community.

Goal 4: Sustain a statutorily mandated comprehensive statewide tobacco education and use prevention program by establishing/maintaining a stand-alone Community Tobacco Free Partnership and Students Working Against Tobacco (SWAT) Chapters.

Students Working Against Tobacco (SWAT) Clubs coordinated participation in six annual national tobacco prevention campaigns and coordinated local grant activities at their schools, reaching over 10000 students.

Florida Youth Tobacco Survey: Since 2000, the tobacco prevention staff has collaborated with the Bay District School to administer The Florida Youth Tobacco Survey at randomly selected middle and high schools. In the even years, valuable local data on Bay County's teen tobacco use is obtained. During 2014, a reduction from 8.6% to 7.8% was seen in Bay County youth ages 11 years – 17 years who smoked cigarettes on one or more times in the past 30 days.

Prevent Disease and Disability and Promote Health

1,181
HIV Tests Given by FDOH Bay County

HIV/AIDS and Hepatitis

The FDOH Bay County HIV/AIDS and Hepatitis section works to prevent the spread of HIV/AIDS and Hepatitis. The HIV/AIDS Hepatitis programs provide High Impact Prevention, Linkage to Treatment along with Education and Prevention for Positives with our goal being Viral Load Suppression. The FDOH Bay County HIV/AIDS program serves a six county area (Area 2A): Bay, Jackson, Holmes, Washington, Gulf, and Calhoun.

2016 HIGHLIGHTS:

The HIV Clinic had 763 client visits and provided 4,445 services, not including immunizations.
AIDS Drug Assistance Program (ADAP) served clients with HIV 1470 medication pickups at no charge to the clients.

FDOH Bay HIV team is bringing the community together through AETC Trainings for local clinics and providers on topics such as Cultural Competency and Motivational Interviewing.

Rapid HIV testing and Hepatitis screenings are offered on the 1st and 3rd Tuesday of every month at The Florida Department of Health Bay County from 7:30 am - 2:00pm and 4:30pm—7:00pm.

2016 Events include: Northwest Florida ManReach, Northwest Florida WomenREACH, National Black HIV Awareness Day, National Women and Girls HIV Awareness Day, , National HIV Testing Day, National Gay Mens HIV/AIDS Awareness Day National Hepatitis Week, Homeless Veterans Stand Down, and World AIDS Day.

EPIDEMIOLOGY

Prevent Disease and Disability

- The Epidemiology section investigated more than 509 reports for communicable diseases and evaluated complaints of foodborne illness.
- Monitored travelers/pregnant women for Zika and provided testing. Educated community partners.
- The Epidemiology section met all state measures for 2016.
- Visited physician offices in a six county area, along with FDOH epidemiology contacts and hospital Infection Control Practitioners quarterly.
- Hosted Community Infection Control Task Force Meetings every other month to share disease trends and education with community partners.
- Provided case management and treatment for tuberculosis disease/infection, along with a growing Refugee Health Program.
- Attended a number of trainings and conferences which included a TB case mgmt. conference, Zika Education, Arbovirus/Mosquito Control Trainings, Disaster Preparedness (Strategic National Stockpile & PPE), Foodborne Illness Strike Team Training, CPR, Biological Shipping/Handling Trng., Highly Infectious Disease Planning. Staff deployed for Zika response in Miami.
- Provided education to CHD staff and community partners on communicable disease.
- The Epidemiology section met all state measures for 2016.

STD Services

Clients: 1943
Visits: 3011
Services: 17,368

TB Control Services

Clients: 367
Visits: 478
Services: 1685

Communicable Disease Surveillance & Investigation

Reported to CHD: 509

Prevent Disease and Disability and Promote Health

Total Number of Rabid Animals in 2016:

3 raccoons
1 cat

Epidemiology—Rabies Control

Rabies Control Environmental Health Specialist Michael Templin worked **634** Rabies Investigations/Bite Reports in 2016 with the assistance of Connie Bane, Sharon Jackson, Jennifer Cox, and our animal control partners.

Michael spent several hours going door-to-door in a Panama City Beach neighborhood posting rabies notices and talking to residents after a cat tested positive for rabies. He located seven persons with unreported bites or scratches by the rabid cat.

Dr. Hassan, Beverly Taylor, Pam McGowen, Connie Bane, Sharon Jackson, and Immunization nurses were critical in providing/continuing rabies post exposure prophylaxis for **41** clients.

November 16, 2016

RABIES NOTICE

Coronado Place, Panama City Beach, Florida

A DOMESTIC CAT FROM YOUR AREA HAS TESTED POSITIVE FOR RABIES. RABIES IS A DEADLY VIRAL INFECTION OF THE NERVOUS SYSTEM. A HUMAN OR ANIMAL CAN BE EXPOSED TO RABIES THROUGH A BITE (TEETH) OR SCRATCH (CLAWS). A RABIES EXPOSURE IS FATAL WITHOUT EARLY TREATMENT. A RABID CAT OR DOG CAN SECRETE THE RABIES VIRUS IN ITS SALIVA FOR UP TO TEN DAYS BEFORE IT DIES. DOGS AND CATS IN YOUR AREA SHOULD BE VACCINATED FOR RABIES AND UNDER CONTINUOUS ADULT SUPERVISION WHEN OUTDOORS. STRAY ANIMALS WILL BE IMPOUNDED AND MAY BE EUTHANIZED.

To avoid rabies:

- Unvaccinated dogs and cats should not be outdoors unsupervised.
- Florida Law: Dogs and cats 4 months of age and older must be vaccinated by a licensed veterinarian against rabies.
- Don't leave pet food outside overnight. It will attract wild animals. Intentionally or unintentionally feeding raccoons is illegal.
- Secure garbage in covered containers to avoid attracting wild animals.
- Avoid contact with wildlife. No animal is too young to have rabies. Never touch a bat!
- Don't touch stray or unvaccinated dogs and cats or wild animals.
- Report stray or wild animals that are aggressive, sick, or acting abnormally to Bay County Animal Services at (850) 767-3333.
- If you are bitten or scratched by an animal, wash the wound immediately with soap and water. If the animal is a stray or wild, call 911 or Bay County Animal Control at (850)767-3333 and report the animal's location. Seek medical attention as needed. Report all bites/Scratches to the Florida Department of Health at 850-872-4720. Rabies is preventable when treatment is provided in a timely manner. Rabies is fatal once symptoms are present.

Florida Department of Health in Bay County
597 West 11th Street Panama City, Florida 32401
850-872-4455, X1125

Rabies Investigations/ Bite Reports by Type:

Dog: 418
Cat: 171
Raccoon: 15
Other: 30

Animals Submitted for Testing:
53

Testing by Type:

17 Dogs, 22 Cats
8 Raccoons
3 Bats, 1 Fox
1 Goat, and
1 Wolf Hybrid

Healthy Start

Signed into law in 1991, the Healthy Start initiative provides for universal risk screening for all of Florida's pregnant women and newborn infants to identify those at risk of poor birth, health or developmental outcomes. Direct services are contracted through the Healthy Start Coalition of Bay, Franklin and Gulf Counties.

The Florida Department of Health (FDOH) in Bay County Healthy Start staff provide education, care coordination and support for pregnant women and infants up to three years of age. Our services include prenatal and childbirth education, breastfeeding education and support, car seat safety, bereavement support, smoking cessation, family planning education, parenting, immunization information, and developmental screenings. Healthy Start services are free and voluntary. Support plans are based on the needs of the family and care coordination is provided via phone calls and home visits.

Each year, the Florida Department of Health in Bay County Care Coordinators and staff participate in numerous community events. These include the Walk To Remember, the World's Greatest Baby Shower , Car Seat Safety Checks, and Fetal Infant Mortality Review (FIMR). Most recently, the Care Coordinators have partnered with the Healthy Start Coalition to form the Bay County Substance Abuse Task Force.

2016 Healthy Start Prenatal & Interconceptional Services

Clients: 719
Encounters: 6,771

2016 Healthy Start Infant Services

Clients: 645
Services: 5,454

Staff is comprised of: (4) Registered Nurses, (3) Social Work Services Program Consultants, and (2) support staff.

Certifications include: (1) Internationally Board Certified Lactation Consultant (IBCLC), (1) Certified Lactation, Consultant (CLC), and (5) Certified Childbirth Educators.

Healthy Start

Prevent Disease and Disability and Promote Health

Diabetes Services Program

Diabetes Services Program

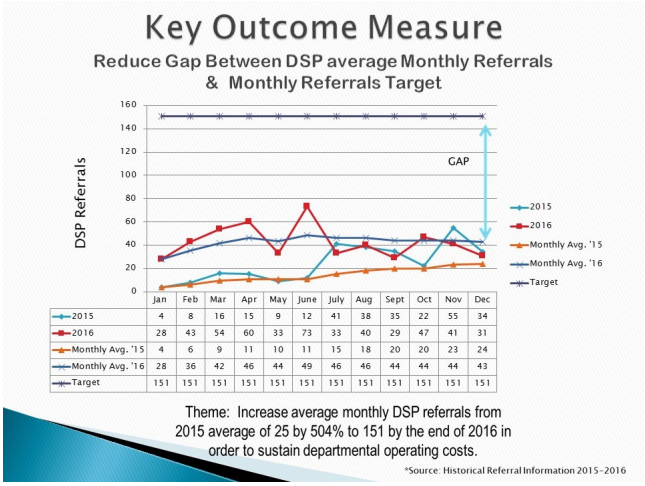
DPP Clients: 68
DSME Clients: 119
Services: 5,016

2016 was a busy year for the Diabetes Services Program. We received our reaccreditation through the American Association of Diabetes Educators-Diabetes Education Accreditation Program (DEAP) for our Diabetes Self-Management Education (DSME) classes. This ensures people with diabetes in Bay County have access to quality DSME services for years to come. In addition, we are pending recognition with the CDC for our Diabetes Prevention Program. Also our Senior Community Health Nursing Supervisor, Marsha Sumner, was approved as a DSME educator by DEAP.

An independent examination of the program by the Ounce of Prevention found it to be a success. For the prevention program, participants exceed the weight loss goal of 5% with 6.7% over the 12 months of the program. Diabetes self-management program clients achieved a reduction in A1c scores of .33-percent during the study period. Client satisfaction was an average score of 4.89 out of 5.

DOH-Bay is becoming a model program throughout the State. In fact, we are expanding into Holmes and Washington Counties. We also provided consultation to Seminole County at their request. DOH Bureau of Chronic Disease has asked DOH-Bay to share their model through training and support of start-up programs within the Florida Department of Health including; Columbia, Madison, and Gulf Counties. In 2016, DSP also secured a contract with Solera for the National Diabetes Prevention Program to be covered by Blue Cross-Blue Shield insurance.

Diabetes Services was the backbone of many community events through staff involvement on the Diabetes Advisory Council, part of the Community Health Task Force. The group participated in the Inaugural Blue Tea for Diabetes in October, the Bridge Walk for World Diabetes Day in November and Racing with Diabetes in October. The group also put on a 5K race in May for Diabetes Prevention Program participants. Other community outreach included a FREE healthy holiday meal makeover program in December, Diabetes Looking at the Whole Picture CEUs program at Gulf Coast State College and a partnership to provide transportation to Diabetes Self-Management Education classes for those in need through Gulf Coast Non-Emergency Medical Transportation.



	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
2015	4	8	16	15	9	12	41	38	35	22	55	34
2016	28	43	54	60	33	73	33	40	29	47	41	31
Monthly Avg. '15	4	6	9	11	10	11	15	18	20	20	23	24
Monthly Avg. '16	28	36	42	46	44	49	46	46	44	44	44	43
Target	151	151	151	151	151	151	151	151	151	151	151	151

In 2016, Diabetes Services program began a quality improvement project through Sterling and the Greenbelt process. The project focuses on increasing referrals to the program in order for the services to become self-sustaining. Diabetes Services received grants from the Big Bend Health Council and American Diabetes Association to assist in these efforts. Funding is being used for advertising services, physician outreach, and program promotional materials.

Prevent Disease and Disability and Promote Health

Use Resources Effectively

FDOH BAY COUNTY ADMINISTRATIVE SERVICES

It is the overall mission of the FDOH Bay County Administrative Services Division to provide administrative support to our internal departments and external partners in public health. We provide services in the following areas: Finance & Accounting, Budget, Human Resources, Revenue Management, General Services, Information Technology, Vital Statistics, Contract Management, and Administrative Support.

FDOH Bay County holds the distinct honor of being designated as one of 5 Statewide Billing Administrative Hubs for the Florida Department of Health along with being named the FDOH Northwest Florida Financial Consortium which currently provides services to Bay, Jackson, Liberty, Calhoun, Dixie, Gilchrist, Levy, and Indian River counties.

BAY BILLING HUB STAFF:
(L-R) Jennifer Duyser, Amanda Huft, Lachell Gibson, Marie Barnes, and Cynthia Byler

Our staff is composed of a knowledgeable and well skilled workforce whose ultimate goal is to provide the utmost customer service to our employees, fellow counties, and the communities we serve.

BAY FINANCIAL INTERVIEW STAFF:
(L-R) Teaira Brown, Amanda Huft, Marie Barnes, Lachell Gibson, Karen Cooley and Darlene Huddleston

ADMINISTRATIVE SERVICES MANAGEMENT GROUP
(L-R) Marie Barnes-Revenue Management; Kathy Moore-General Services; Douglas M. Kent-FDOH Bay Administrator; Tanya Sharp-Human Resources; Marie Clark-Finance & Budget; Brandy Hughes-Quality Assurance & Information Security; Victor Walsh-Financial Administrator; Bob Johnson-Information Technology

Use Resources Effectively

FDOH BAY COUNTY ADMINISTRATIVE SERVICES SUPPORT

The Administrative Services Front Reception staff is responsible to supply support to our internal and external customers. The basic duties consist of the following: Phone calls, external and sometimes internal customers are routed through the front reception area to the requested department in a timely manner and information given as necessary for other clinics etc. Duties include:

- Greet and assist all visitors coming into operations reception area and record in visitor log. Sort and stamp outgoing mail via department code, log whether or not it is certified. Sort/stamp the incoming mail (Administration, WIC, etc.) and place in appropriate mail bins. All checks must be stamped for deposit only and written up, on triplicate form (Vital Stats, Cashier or EH) and delivered to correct department. Vendor checks are to be written up, on single form, and given to Finance & Accounting. Upon receiving the checks back from Finance & Accounting, with invoices, staff print envelopes and make copies of all to be scanned and checks are then mailed. Any vendor checks over $5,000.00 are sent UPS.
- Responsible for all the state vehicles, reserving, checking in/out, logs, monthly reports, maintenance schedules, etc.
- Fingerprint appointments are made and performed via the front reception.
- Straighten front lobby and copy room, making sure there are adequate supplies and flyers.

Administrative Services Support Staff

Peggy Stanton – Administrative Assistant I – SES, Supervisor. Back-up for all Administrative Services Support duties.

Pam Lewis—Staff Assistant: Pam's been working for Bay CHD for almost 30 years. She is a pro at the duties required of her and is relied on due to her experience. She has a great attitude and friendliness to internal and external clients. She is responsible for duties listed above, except for fingerprinting. She is an asset to Bay CHD.

Marie Love—Senior Clerk: Marie's been working for Bay CHD about 2 years. She does a great job coordinating our fingerprinting program and works great with the other duties listed above. She's a team player and works hard to help her internal and external clients. She is an asset to the Bay CHD.

FDOH BAY COUNTY GENERAL SERVICES

- The General Services of FDOH-Bay is responsible for:
- Shipping & Receiving
- Pharmacy Inventory
- Annual FDOH-Bay and County Inventory

- Custodial Services for Main Building , Dental, Village Health and EH McKenzie Building
- General services also supports the My Florida Market Place System (MFMP) utilized for all purchase requisitions for FDOH-BAY. Bay has utilized the e-quote system for purchases over $2,500.00-$34,999.00. E-quote system must be utilized prior to submission to Central Purchasing. General Services is support for all MFMP requestors and approval of requisitions, assists with preparations for Operations and all other departments as requested.

GENERAL SERVICES STAFF:

Kathy Moore—Operations & Management Consultant II- Supervisor of General Services.
Peggy Stanton—Administrative Assistant I- Supervisor. Peggy is responsible for Supervising the Administrative Services Front Desk, General Services shipping and receiving of merchandise. During 15-16 total boxes received were 5,998 total deliveries were 2,276 Annual Inventory (County and FDOH-Bay) is conducted for Bay Main Site and 4- off site locations and 2– storage locations. Peggy does an excellent job working in all areas and adapts quickly to new requirements and procedures.
Gina Okas—Administrative Assistant I-served as Accreditation support and is very efficient with all tasks to include problem solving. Gina is responsible for pharmaceuticals received at FDOH to include, Vaccines for Children, Rabies, Flu, Family Planning, STD's and TB totaling approx. of 45,873 annual units received.
Joey Hollaway—Senior Clerk- Joey is support for Shipping/receiving, bank deposit, post office and courier for off-site locations. Joey serves as back up support for pharmacy and other related duties. Joey strives for perfection and was awarded the Bay CHD employee of the year in 2015.
Tom Hennessey—Custodial Staff, Tom is responsible for the cleanliness of the Clinic, Nursing, Front Lobby, WIC and School Health areas. Tom comes to us with a strong military background and consistently shows self-perception of skills.
Josh Campbell—Custodial Support Part time for cleanliness of the main building and other off site locations. Josh does an excellent job with the Custodial Support

Use Resources Effectively

FDOH BAY COUNTY FINANCE & BUDGET

Finance and Budget supports the program managers by:

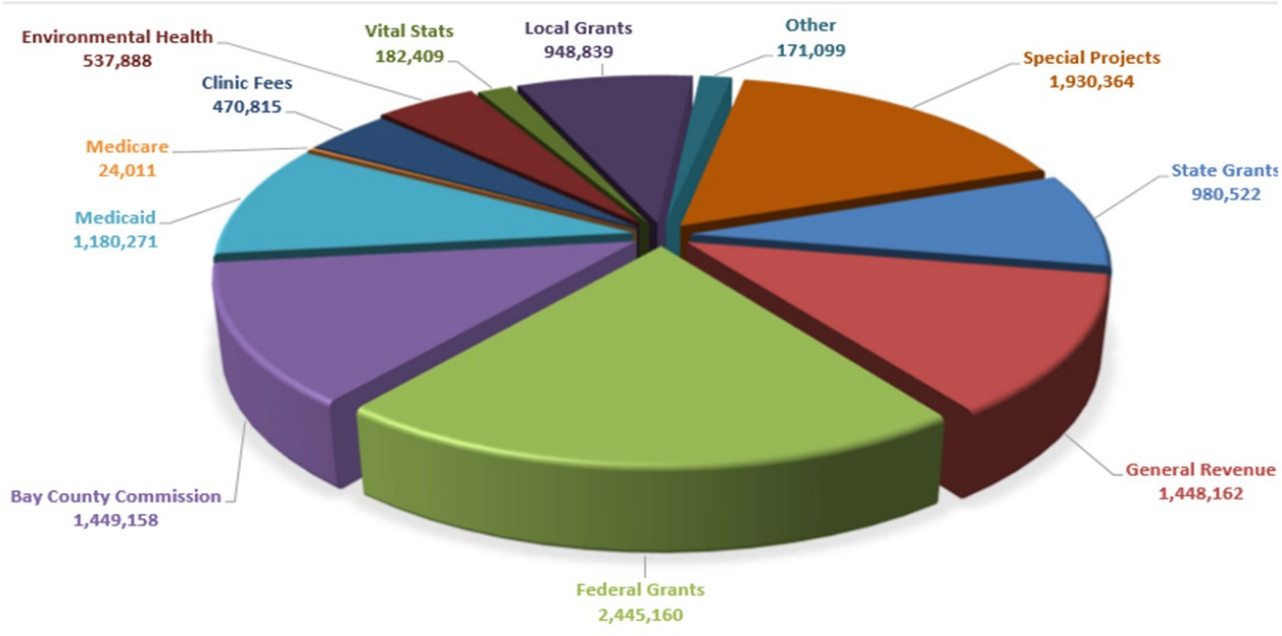
- processing revenue
- paying invoices
- budget training
- budget planning
- budget monitoring
- data reporting

Finance and Budget staff processed:

- 12,886 expense entries
  (an average of 248 entries per week)
- 9,177 revenue entries
  (an average of 176 entries per week)
- 4,923 budget entries
  (an average of 95 entries per week)

The Finance and Budget, **FAB Team**:
Danette Hobbs—Fiscal Assistant II
Donna Griggs—Accountant I
Kathy Turner—Planning and Budget Specialist
Marie Clark—Accounting Services Supervisor II

FY 15-16 YEAR END



Total REVENUE received $11,768,698

Use Resources Effectively

Improve Organizational Capacity

FDOH BAY COUNTY INFORMATION TECHNOLOGY

Sometimes we are ahead and sometimes we are behind, but we are always here for you!

Our job is to make sure you can do your job in helping the PUBLIC! Some of our jobs involve computers, printers, networks, audio/video meetings, phones, message boards, Microsoft, HMS, and Blue Zone.

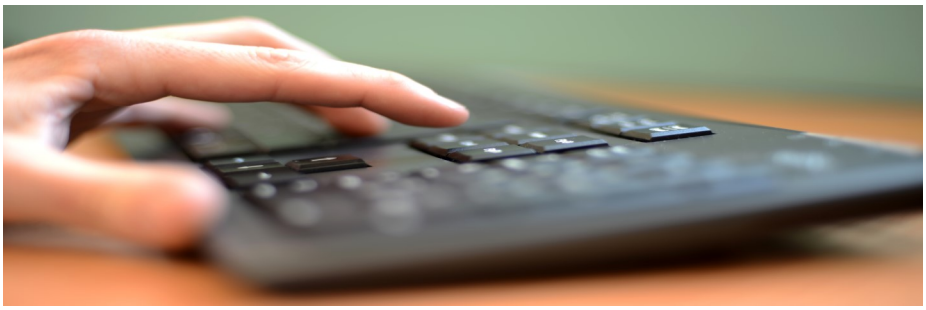
Completed 3018 tickets in 2016.

According to the customer satisfaction survey emails, indications are that we're doing a good job.

December's HMS Release 2015.7 upgrade went well. As we worked through some of the initial issues. There are still a few things that Tallahassee is working on and as soon as they have those ready we're on top of getting everyone notified and helped with what's involved.

In March, Tallahassee replaced Bay County's main and branch sites network switches. In replacing the switches they are standardizing so the sites local area networks can be managed, supported, and monitored better from Tallahassee.

In the not too distant future we are hoping to get our network circuit bandwidth increased with grants that Tallahassee received to do that for the counties.



Pictured left to right is your IT department, which we are proud to be!

Distributed Computer Specialist
Chris Backs

Senior Network Analyst
Bob Johnson

Distributed Computer Specialist
Carmen Bailey

Facilities

- Received and completed 2,117 facility help tickets requiring over 2778.46 man hours to complete.
- Provided 543.50 hours of manpower to maintain state vehicles
- Total number of working days were 251

Customer satisfaction rating was 4.989

The Facilities function provides maintenance, repair services, custodial services, and grounds maintenance to both the Health Department Main Facility, and Dental Clinic.. These services maximize the ability of each department to carry out its mission and essential functions to the citizens of and visitors to Bay County.

Vital Statistics

- The FDOH Bay County administers birth registration and death reporting system under the laws and state regulations. Birth certificates are placed on permanent electronic files by the State Office of Vital Statistics.
- The Local Registrar and staff performs vital records activities under the direction of the State Registrar with a local supervisor.
- Vital records are available to persons authorized by state law.
- Legal safeguards regarding confidentiality of vital records have been strengthened over the past several years due to homeland security requirements.

Vital Statistics

Processed
7,531 Birth Certificates

Processed
11, 962 Death Certificates

Use Resources Effectively

Use Resources Effectively

BAY ENERGY EFFICIENCY PROGRAM (BEEP)

Promotes recycling, conserving natural resources, protecting the environment, and facilitating recyclables in a sound manner. The Florida Department of Health in Bay County is a community of educators who work to prevent problems before they happen.

Recycling is processing used materials into new products to prevent waste and reducing the consumption of fresh raw materials. Additionally, recycling will further reduce air and water pollution from incineration and land filling; thus, reducing and lowering greenhouse gas emissions.

Recycled items consist of aluminum, paper, printer cartridges, used small electronic devices, and used batteries.

The Florida Department of Health in Bay County employees collect and recycle these everyday work items. Modeling "**Green**" behavior is a natural fit for staff already dedicated to public service and protecting public health.

Secured Recycle Bins for All Paper Products

Designated Recycle Areas For Other Products

2016 Recycled

104 Bins of Paper Products

162 Boxes of Paper Products

11, 620 lbs.!

Recycle Bay!

Improve Customer Satisfaction

Performance Improvement Team

The Performance Improvement Team is comprised of employees from every division of the Health Department.

This multidisciplinary group works to assure that public health services are accessible and effective in meeting the needs of the community. A quality improvement system continually monitors, evaluates and works to improve the activities and delivery of public health services to citizens and visitors of Bay County.

Activities include monitoring of program and service areas on a routine basis for quality, performance and compliance of specific standards and measures. Client satisfaction is measured and monitored on an ongoing basis. This data is used by senior management for strategic planning. Other activities include conducting and analyzing the results of the annual Client Satisfaction survey, the State Employee Satisfaction survey, and identifying opportunities for improvement for process improvement activities. Recommendations are made to the leadership team.

Results of the 2016 Annual Client Satisfaction Survey:

Almost 100% electronic

Question from Client Satisfaction Survey	% of Positive Responses
Received information or service needed	99.59%
Staff was friendly and polite	100%
Staff was well informed	99.79%
Service or information received was clear and understandable	100%
Staff was helpful	100%
Served in a timely manner	99.35%
Overall feeling of satisfaction	99.79%
AVERAGE OF POSITIVE RESPONSES	**99.79%**

Assure a Quality and Engaged Workforce

Employee Training

In support of workforce engagement and performance improvement, FDOH-Bay leadership teams completed Lean Six Sigma (LSS) Green Belt training and certification in 2016. Six teams completed projects through intensive training processes with rewarding outcomes that crossed all divisions. Certified employees in turn took tools back to each department to train and engage their respective staff to continue processes of improvement.

LLS Green Belt Training/ Certification

The learning and development of FDOH-Bay employees begins on their first day of employment with New Employee Orientation (NEO) and continual educational and developmental training throughout their careers in a variety of ways. NEO includes an overview of FDOH-Bay, personnel information, employment, benefits, career development, Code of Ethics, Customer Service, Safety/Violence in the Workplace, Emergency Preparedness and Responsibilities, Information and Security, OSHA, EEO / Sexual Harassment, and other topics. TRAIN courses are available for learning and elective courses are encouraged.

New Employee Orientation & Administrator Introductions

Training and educational opportunities can expand according to specific additional duties such as Contract Management training or Basic Supervisor Training Program (BSTP) to support new supervisory role. FDOH-Bay promotes and supports employee fulfillment of continuing education requirements. The development of staff in areas such as quality management and leadership development are important factors that are provided and encouraged in order to enhance employee performance and attainment of strategic objectives. Emergency Management training through FEMA courses, table top exercises and local training provides stability and performance improvement to all staff. TRAIN Florida training management system offers numerous training modules to include annual mandatory and elective training classes to equip employees for performance improvement.

Employee Activity Records (EARS) accountability averaged 99.97% in 2016 (timekeeping method for allocation of expenditures of programmatic funds.	100% Annual Mandatory Trainings Compliance	1,915 Training Courses Completed	41 New Employee Trainings Completed

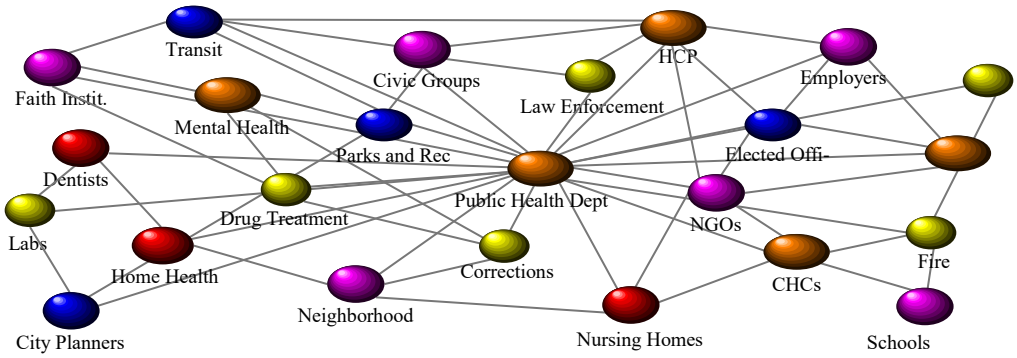
Source: TRAIN Florida System

Employees	Interns	Volunteers	Contract Staff

Increase Community Involvement

Increase Community Involvement

To meet community expectations, and meet the standards of a functional local health department, the Florida Department of Health in Bay County staff serve in a variety of roles including advisor, convener, collaborator, connector, consultant, analyst, developer, innovator, regulator, educator and provider.



Community Partners

Community Health Task Force	Life Management Center
Bay Medical Center/Sacred Heart	Bay District Schools
Gulf Coast Medical Center	United Way
Northwest Florida & Big Bend Health Councils	Tyndall Air Force Base
Medical Reserve Corps	Naval Support Activity
The Bays Medical Society	County and City officials
BASIC NWFL, Inc.	Gulf Coast State College
Early Education and Care	TV, radio, print media
St. Andrews Episcopal Church	Cooper's Drugs
University of Florida Extension	St. Andrew Medical Clinic
Department of Children and Families	Bay County Council on Aging
Florida State University	Health South Rehabilitation Center
University of Alabama	Children's Home Society
Bay County EOC	Early Learning Coalition
Gulf Coast Children's Advocacy	University of South Florida
	PanCare
	Avicenna Medical Clinic

Community Focus Groups

Interagency Council	Bay Substance Abuse Coalition
School Health Advisory Committee (SHAC)	Human Trafficking Coalition
Juvenile Justice Council	Homeless and Hunger Coalition of NW Florida
Immunization Coalition	Community Preparedness
CPAN (Central Panhandle AIDS Network)	Domestic Violence Task Force
Healthy Start Coalition	Healthy Families
Community Infection Taskforce	Circuit 14 Community Alliance
Fetal Infant Mortality Review	Sexual Assault Response/Resource Team
Mental Health Association (FACT)	

Inform Community on Public Health Issues

Media Coverage

Zika

Our largest media coverage event of 2016 was Governor Rick Scott's Zika Roundtable in July. All of our local media outlets provided coverage. In addition, the Roundtable was carried live on the Florida Channel. It was also covered by the Tampa Bay Times. During the Roundtable, Governor Scott announced that all persons with pregnancy would have free testing provided by the Florida Department of Health. Weekly Zika updates were provided from the State and forwarded to local media contacts. DOH-Bay also facilitated a front-line worker's Zika training and participated in a Zika Symposium at the Florida State University. Local media provided coverage of the training. In addition, we were able to share the Spill the Water campaign, aimed at children, with local media. The information was also shared with our partners who work directly with children including Bay District Schools. In conjunction with Bay District Schools, a news conference was held just before students returned to class to discuss our partnership and what we were doing together to combat Zika. This was also covered by local media outlets.

Healthy Beaches Program

Another program that received much media attention is our healthy beaches program. Due to some inaccurate information from a media outlet in Atlanta, there was much confusion created about the safety of our beach waters. DOH-Bay worked with the local media in order to clarify these issues. We also utilized our partnerships and gave them updates through a virtual joint information center. In addition, we received multiple phone calls daily in the height of the summer vacation season and we were able to help address these concerns from the public.

Other hot topics that received media coverage included;

- Rabies
- Immunizations
- Healthiest Weight programs
- Diabetes Services programs
- HIV/AIDs program

The Medical Bus and Dental Bus are utilized to improve access of care to the under-served of Bay County.

Florida Department of Health
in Bay County
597 W 11th Street
Panama City, FL 32401
(850) 872-4455

Children's Dentistry Clinic
3518 E Hwy 98
Panama City, FL 32404
(850) 872-4455

WIC
597 W 11th Street
Panama City, FL 32401
(850) 872-4666

www.baycountyhealth.org
Brandy Hughes, Editor

Bay County Board of County Commissioners
Agenda Item Summary

Check Register, Revenues and Expenditures, Tax Certificate & Inventory Deletions

DEPARTMENT MAKING REQUEST/NAME:	**MEETING**
Clerk of Court and Comptroller Bill Kinsaul, Clerk of Court and Comptroller	**DATE:** 3/21/2017

REQUESTED MOTION/ACTION:
Board to acknowledge receipt of reports.

AGENDA	**BUDGETED ITEM?**
Clerks Report - Consent	BUDGET ACTION: FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:
Board to acknowledge receipt of the following reports.

- Check Register
- Revenues and Expenditures
- Tax Certificate Refunds and or Cancellations

ATTACHMENTS:

Description	Type
Check Register	Cover Memo
Revenues and Expenditures	Cover Memo
Tax Certificate Refunds and/or Cancellations	Cover Memo

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE
MAR 07 2017

March 6, 2017

Board of County Commissioners
Bay County, Florida

Commissioners:

Attached please find Bay County's Check Register for the month of February 2017. This report reflects all disbursements of the Board of County Commissioners, Panama City Beach Convention and Visitors Bureau, Panama City Community Development Council and Mexico Beach Community Development Council for the month. I hope the Board and the citizens of Bay County find the information contained within the report to be informative, as well as, provide transparency of County transactions.

If I can be of further assistance to the Board, or should you wish to discuss this report further, please do not hesitate to give me a call.

Regards,

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 COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
FEBRUARY 1, 2017 THROUGH FEBRUARY 28, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
235399	02/24/2017	BAY COUNTY SHERIFF	$ 3,307,199.00
W001573	02/28/2017	SunTrust	$ 672,704.50
W001577	02/28/2017	Hancock Bank	$ 562,235.69
W001576	02/28/2017	Hancock Bank	$ 556,409.38
A004510	02/02/2017	PANAMA CITY BEACH CONVENT	$ 550,922.09
235065	02/10/2017	FIRST TRANSIT, INC	$ 522,147.26
234818	02/03/2017	FLORIDA BLUE	$ 519,421.19
A004529	02/16/2017	PANAMA CITY BEACH CONVENT	$ 366,150.34
E92962	02/07/2017	FLORIDA RETIREMENT SYSTEM	$ 334,649.11
T4289	02/17/2017	TRACTOR & EQUIPMENT CO	$ 332,764.09
T4289	02/17/2017	TRACTOR & EQUIPMENT CO	$ (332,764.09)
235328	02/17/2017	TRACTOR & EQUIPMENT CO	$ 331,732.00
W001572	02/28/2017	BBVA Compass	$ 321,530.00
W001568	02/28/2017	US Bank	$ 277,725.01
A004516	02/09/2017	PANAMA CITY BEACH CONVENT	$ 272,557.64
E82716	02/17/2017	INTERNAL REVENUE SERVICE-	$ 272,300.57
E58932	02/03/2017	INTERNAL REVENUE SERVICE-	$ 264,947.50
W001571	02/28/2017	JP Morgan	$ 251,776.80
W001569	02/28/2017	JP Morgan	$ 233,002.50
235257	02/17/2017	GAC CONTRACTORS, INC	$ 212,117.90
235122	02/10/2017	MILITARY POINT/AWTF - JOI	$ 206,857.04
A004511	02/02/2017	FLORIDA MEDICAID/COUNTY B	$ 188,102.42
235180	02/13/2017	SUNTRUST BANK	$ 185,336.93
235031	02/10/2017	COASTAL PARASAIL, INC.	$ 177,348.12
235405	02/24/2017	GREENSOUTH SOLUTIONS, LLC	$ 161,515.93
235278	02/17/2017	LAYNE INLINER, LLC	$ 160,895.00
A004517	02/10/2017	ENGEN, LLC	$ 159,987.31
A004532	02/23/2017	PANAMA CITY BEACH CONVENT	$ 158,075.11
A004530	02/14/2017	ENGEN, LLC	$ 150,101.75
W001574	02/28/2017	Hancock Bank	$ 147,735.50
234875	02/03/2017	EMPIRE PIPE AND SUPPLY CO	$ 125,400.00
A004535	02/24/2017	ENGEN, LLC	$ 119,126.64
T12248	02/01/2017	CLERK OF CIRCUIT COURT	$ 112,923.08
234901	02/03/2017	GULF POWER COMPANY	$ 111,872.36
T91646	02/01/2017	BAY COUNTY SUPERVISOR OF	$ 106,559.50
234851	02/03/2017	CITY OF MEXICO BEACH	$ 100,000.00
235243	02/17/2017	DUVAL FORD	$ 77,230.00
235068	02/10/2017	FL DEPT OF JUVENILE JUSTI	$ 73,874.37
235335	02/24/2017	AKCA INC	$ 72,534.40
235398	02/24/2017	BAY COUNTY SHERIFF	$ 64,040.00
235412	02/24/2017	HALL CONTRACTING & CONSTR	$ 60,560.00
234902	02/03/2017	GULF POWER COMPANY	$ 60,098.06
234867	02/03/2017	DAVISON FUELS INC	$ 55,187.02
235164	02/10/2017	VERMEER SOUTHEAST	$ 54,337.00

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
FEBRUARY 1, 2017 THROUGH FEBRUARY 28, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
235452	02/24/2017	RADTKE, M.D., P.A., JAY M	$	53,350.16
235000	02/10/2017	BAY COUNTY SCHOOL BOARD	$	52,770.73
235167	02/10/2017	WEST SAFETY SOLUTIONS COR	$	50,959.00
234903	02/03/2017	HALL CONTRACTING & CONSTR	$	49,871.00
235111	02/10/2017	LMI-TENNESSEE LLC	$	48,550.00
235419	02/24/2017	J.V. GANDER DISTRIBUTORS	$	45,469.49
235085	02/10/2017	GULF POWER COMPANY	$	45,149.48
235491	02/24/2017	WESCO TURF, INC.	$	42,664.36
235050	02/10/2017	DAVISON FUELS INC	$	41,006.09
A004527	02/16/2017	PANAMA CITY COMMUNITY DEV	$	40,854.45
A004515	02/09/2017	MEXICO BEACH COMM DEV COU	$	38,876.21
235260	02/17/2017	GULF POWER COMPANY	$	37,813.92
235082	02/10/2017	GULF COAST ELECTRIC COOP.	$	35,080.31
234949	02/03/2017	PRO-FLOORS PLUS LLC	$	34,714.68
235250	02/17/2017	BAY COUNTY SHERIFF	$	32,593.26
234990	02/10/2017	ADVANCED DATA PROCESSING,	$	31,866.87
234911	02/03/2017	J.V. GANDER DISTRIBUTORS	$	28,283.60
W001570	02/28/2017	JP Morgan	$	27,416.60
T4296	02/24/2017	SMITH INDUSTRIAL SERVICE	$	26,263.00
235239	02/17/2017	DAVISON FUELS INC	$	23,939.61
235486	02/24/2017	VERIZON WIRELESS	$	23,775.00
235066	02/10/2017	FL ASSOC OF COUNTIES TRUS	$	22,269.16
235269	02/17/2017	J.V. GANDER DISTRIBUTORS	$	21,921.08
A004512	02/02/2017	MEXICO BEACH COMM DEV COU	$	21,765.00
235224	02/17/2017	CITY OF PANAMA CITY BEACH	$	21,673.88
W001575	02/28/2017	Hancock Bank	$	20,777.50
235293	02/17/2017	OMNI MATERIALS, INC.	$	19,780.00
T4260	02/03/2017	KEMIRA WATER SOLUTIONS, I	$	19,123.39
E021617	02/16/2017	HSA BANK	$	18,693.94
E020217	02/02/2017	HSA BANK	$	18,618.94
235097	02/10/2017	J.V. GANDER DISTRIBUTORS	$	18,534.27
234987	02/10/2017	ACENTRIA, INC	$	18,142.38
235001	02/10/2017	BAY DISTRICT SCHOOLS	$	17,961.24
235170	02/10/2017	WORLD FIBER TECHNOLOGIES,	$	17,908.10
T4261	02/03/2017	MOTOROLA SOLUTIONS, INC.	$	17,605.51
A004528	02/16/2017	MEXICO BEACH COMM DEV COU	$	17,204.13
234846	02/03/2017	BOUND TREE MEDICAL, LLC	$	17,044.10
235236	02/17/2017	CULP IV, HENRY	$	16,000.00
234819	02/03/2017	FLORIDA COMBINED LIFE INS	$	15,891.83
235305	02/17/2017	SHANNON CHEMICAL CORPORAT	$	15,883.77
235232	02/17/2017	CRH AUTO REPAIR INC	$	15,607.65
A004514	02/09/2017	PANAMA CITY COMMUNITY DEV	$	15,398.41
235067	02/10/2017	FL DEPT OF CORRECTIONS	$	14,374.25

BAY COUNTY BOARD OF COMMISSIONERS
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FEBRUARY 1, 2017 THROUGH FEBRUARY 28, 2017

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T50721	02/22/2017	CLERK OF CIRCUIT COURT	$	14,352.03
T4273	02/10/2017	KEMIRA WATER SOLUTIONS, I	$	14,076.97
235304	02/17/2017	SEAGO FIRE PROTECTION, LL	$	13,984.00
T4268	02/10/2017	AT&T	$	13,795.29
A004518	02/14/2017	UNITED SELF INSURED SERVI	$	13,734.12
235380	02/24/2017	DELL FINANCIAL SERVICES	$	13,410.59
235315	02/17/2017	TARPON DOCK AIR CONDITION	$	13,236.65
235453	02/24/2017	RAINBOW DISTRIBUTORS USA,	$	13,212.00
234883	02/03/2017	FLORIDA BLUE	$	13,197.02
235385	02/24/2017	DMS-BUREAU OF FINANCIAL M	$	12,936.70
235393	02/24/2017	FLORIDA BLUE	$	12,433.62
234869	02/03/2017	DEERE & COMPANY	$	12,285.78
234920	02/03/2017	LEITZ OFFICE PRODUCTS, IN	$	12,205.04
235481	02/24/2017	TRANSPORTATION CONTROL SY	$	12,140.00
T4297	02/24/2017	SOUTHERN TIRE MART LLC	$	11,710.00
235484	02/24/2017	UNIVAR USA, INC.	$	11,660.96
234850	02/03/2017	CHENEY LIME & CEMENT CO.	$	11,588.97
235266	02/17/2017	INFINITE ENERGY	$	11,348.28
235345	02/24/2017	BAY COUNTY ECONOMIC DEV A	$	11,193.00
A004533	02/23/2017	PANAMA CITY COMMUNITY DEV	$	10,904.99
235364	02/24/2017	CITY OF CALLAWAY	$	10,565.89
234951	02/03/2017	RADTKE, M.D., P.A., JAY M	$	10,500.00
234925	02/03/2017	MAINSTREET PROPERTY SERVI	$	10,495.03
235433	02/24/2017	MAINSTREET PROPERTY SERVI	$	10,495.03
234845	02/03/2017	BLAKE & PENDLETON, INC	$	10,185.90
234865	02/03/2017	DATA MEMORY SALES, INC.	$	10,000.00
A004513	02/06/2017	UNITED SELF INSURED SERVI	$	9,867.65
T4295	02/24/2017	KEMIRA WATER SOLUTIONS, I	$	9,577.65
235072	02/10/2017	BAY COUNTY SHERIFF	$	9,502.55
T4255	02/03/2017	BEARD EQUIPMENT CO.	$	9,478.75
235084	02/10/2017	GULF COAST STATE COLLEGE	$	9,403.12
235168	02/10/2017	WHITEHEAD PLUMBING, INC.	$	9,237.08
A004509	02/02/2017	PANAMA CITY COMMUNITY DEV	$	9,035.79
T4282	02/17/2017	BOYD CONSTRUCTION SPECIAL	$	9,022.37
235479	02/24/2017	TOMMY'S GLASS & MIRROR CO	$	8,990.00
234976	02/03/2017	VBA DESIGN, INC.	$	8,800.00
235420	02/24/2017	JOHN H CARTER CO., INC	$	8,766.73
235344	02/24/2017	BAY CO COUNCIL ON AGING,	$	8,291.66
235040	02/10/2017	CRAFCO, INC.	$	8,171.00
235225	02/17/2017	CITY OF PANAMA CITY UTILI	$	8,121.96
234840	02/03/2017	ARGUS-HAZCO	$	7,870.00
235297	02/17/2017	PRO-FLOORS PLUS LLC	$	7,638.10
235410	02/24/2017	GULF POWER COMPANY	$	7,633.42

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
FEBRUARY 1, 2017 THROUGH FEBRUARY 28, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
235426	02/24/2017	LANIER MUNICIPAL SUPPLY C	$	7,586.00
235036	02/10/2017	COPY PRODUCTS COMPANY	$	7,509.00
235363	02/24/2017	CHENEY LIME & CEMENT CO.	$	7,498.35
234940	02/03/2017	ODYSSEY MANUFACTURING CO.	$	7,452.00
235288	02/17/2017	NATIONAL ELECTRIC MOTOR &	$	7,419.00
235032	02/10/2017	COASTLINE ENGINEERING & C	$	7,364.75
A004534	02/23/2017	MEXICO BEACH COMM DEV COU	$	7,302.94
235480	02/24/2017	TRAFFIC DATA INC.	$	7,200.00
235252	02/17/2017	BAY COUNTY SHERIFF	$	7,076.50
234942	02/03/2017	OFFICE OF THE STATE ATTOR	$	7,039.08
235245	02/17/2017	EMERALD CABINETS, INC	$	7,002.00
235143	02/10/2017	SEON SYSTEMS SALES INC.	$	7,000.00
234989	02/10/2017	ADECCO EMPLOYMENT SERVICE	$	6,885.51
234859	02/03/2017	COVENANT HOSPICE	$	6,815.48
234962	02/03/2017	SALVATION ARMY	$	6,815.48
234973	02/03/2017	THE AMERICAN CANCER SOCIE	$	6,815.48
A004531	02/17/2017	UNITED SELF INSURED SERVI	$	6,732.97
T4291	02/17/2017	UNITED LIGHTING & SUPPLY	$	6,589.00
235100	02/10/2017	KEEFE & SONS ELECTRIC, IN	$	6,497.50
235450	02/24/2017	PRO-FLOORS PLUS LLC	$	6,388.20
T4292	02/24/2017	AAG ELECTRIC MOTORS & PUM	$	6,202.00
234970	02/03/2017	TAYLOR POWER SYSTEMS	$	6,188.23
234910	02/03/2017	INGRAM LIBRARY SERVICES	$	6,036.47
235157	02/10/2017	TOWNSEND, INC.	$	6,027.00
235213	02/17/2017	BOUND TREE MEDICAL, LLC	$	5,970.24
235384	02/24/2017	DLT SOLUTIONS, LLC	$	5,955.78
235195	02/17/2017	ADECCO EMPLOYMENT SERVICE	$	5,894.50
235150	02/10/2017	TECO PEOPLES GAS	$	5,685.38
235086	02/10/2017	GULF POWER COMPANY	$	5,652.19
T4284	02/17/2017	EPM POWER & WATER SOLUTIO	$	5,650.42
235295	02/17/2017	PACE ANALYTICAL SERVICES,	$	5,478.00
234980	02/03/2017	WISS, JANNEY, ELSTNER ASS	$	5,405.46
235342	02/24/2017	AXIS FORENSIC TOXICOLOGY,	$	5,275.00
235107	02/10/2017	LEITZ OFFICE PRODUCTS, IN	$	5,118.77
235057	02/10/2017	ELECTRONIC TRAINING SOLUT	$	5,000.00
234864	02/03/2017	DAG ARCHITECTS INC	$	4,912.00
234912	02/03/2017	JWC ENVIRONMENTAL LLC	$	4,873.45
235362	02/24/2017	CDW GOVERNMENT, INC.	$	4,779.94
E170480	02/21/2017	FL DEPT OF REVENUE	$	4,742.39
235212	02/17/2017	BAYSOLUTIONS, INC.	$	4,500.00
234830	02/03/2017	ADECCO EMPLOYMENT SERVICE	$	4,414.02
235436	02/24/2017	MONTROSE ENVIRONMENTAL GR	$	4,335.00
235306	02/17/2017	SMILEY'S LAWN & TRACTOR L	$	4,275.00

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
FEBRUARY 1, 2017 THROUGH FEBRUARY 28, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
235019	02/10/2017	CHENEY LIME & CEMENT CO.	$	4,130.76
T4299	02/24/2017	TRACTOR & EQUIPMENT CO	$	4,100.00
234934	02/03/2017	MINUTEMAN SECURITY AGENCY	$	4,068.00
235286	02/17/2017	MOTION INDUSTRIES INC	$	4,018.55
235346	02/24/2017	BAY COUNTY SCHOOL BOARD	$	4,002.77
235191	02/17/2017	VISION SERVICE PLAN INSUR	$	3,969.29
234907	02/03/2017	IMAGE ACCESS, INC	$	3,954.20
234823	02/03/2017	NATIONAL INSURANCE SERVIC	$	3,872.64
235495	02/24/2017	XEROX CORPORATION	$	3,864.71
234884	02/03/2017	FLORIDA BLUE	$	3,794.46
235411	02/24/2017	GULF POWER COMPANY	$	3,768.74
235116	02/10/2017	MATHEWS M.D., MARION J.	$	3,670.00
234872	02/03/2017	DRMP, INC	$	3,650.00
235418	02/24/2017	J.E. MERRIFIELD INC	$	3,534.30
234896	02/03/2017	GRAYBAR	$	3,495.80
235483	02/24/2017	UNITED RENTALS	$	3,468.74
235014	02/10/2017	C.W. ROBERTS CONTRACTING,	$	3,445.96
234894	02/03/2017	GOVCONNECTION, INC. DBA C	$	3,386.01
T4263	02/03/2017	SMITH INDUSTRIAL SERVICE	$	3,350.00
235018	02/10/2017	CHEMICAL ADDICTIONS RECOV	$	3,345.00
235443	02/24/2017	ODYSSEY MANUFACTURING CO.	$	3,294.00
235417	02/24/2017	INGRAM LIBRARY SERVICES	$	3,284.45
234861	02/03/2017	CRH AUTO REPAIR INC	$	3,275.30
235407	02/24/2017	GSC SYSTEMS, INC.	$	3,255.00
235192	02/17/2017	814 SAND, INC.	$	3,250.00
235029	02/10/2017	CLYDE BERGEMANN POWER GRO	$	3,141.79
235336	02/24/2017	AMERIS BANK	$	3,100.00
234852	02/03/2017	CITY OF PANAMA CITY BEACH	$	3,090.00
235454	02/24/2017	RELIABLE COPY PRODUCTS, I	$	3,048.29
235261	02/17/2017	GULF POWER COMPANY	$	3,012.21
234881	02/03/2017	FLACK & ASSOCIATES	$	3,000.00
235264	02/17/2017	HERITAGE FUNERAL HOME	$	3,000.00
235408	02/24/2017	GULF CO BOARD OF CO COMMI	$	3,000.00
E18803	02/02/2017	FLSDU	$	2,980.21
E22486	02/16/2017	FLSDU	$	2,980.21
234821	02/03/2017	HY HOLDINGS INC	$	2,958.00
T4277	02/10/2017	SOUTHERN EARTH SCIENCES,	$	2,915.00
235096	02/10/2017	INGRAM LIBRARY SERVICES	$	2,905.02
234847	02/03/2017	C.W. ROBERTS CONTRACTING,	$	2,893.40
234825	02/03/2017	STANDARD INSURANCE COMPAN	$	2,853.80
T4278	02/10/2017	SOUTHERN TIRE MART LLC	$	2,848.05
235262	02/17/2017	HALL SEPTIC TANK SERVICE,	$	2,820.98
235025	02/10/2017	CITY OF PANAMA CITY UTILI	$	2,775.18

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
FEBRUARY 1, 2017 THROUGH FEBRUARY 28, 2017

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T4271	02/10/2017	CINTAS CORPORATION #646	$	2,748.59
235275	02/17/2017	KEY ELECTRICAL SUPPLIES I	$	2,727.32
235110	02/10/2017	LIFE MANAGEMENT CENTER	$	2,700.00
T4270	02/10/2017	BURKE, BLUE, HUTCHISON &	$	2,681.10
T4298	02/24/2017	THOMPSON TRACTOR CO INC	$	2,672.32
T4272	02/10/2017	CTS SOFTWARE, INC	$	2,650.00
T4272	02/10/2017	CTS SOFTWARE, INC	$	(2,650.00)
235234	02/17/2017	FOXSTER SOLUTIONS, INC	$	2,650.00
235494	02/24/2017	WOW!	$	2,624.69
234870	02/03/2017	DMS-BUREAU OF FINANCIAL M	$	2,605.55
235251	02/17/2017	BAY COUNTY SHERIFF	$	2,580.60
235394	02/24/2017	FLORIDA BLUE	$	2,529.64
234908	02/03/2017	INDUSTRIAL CHEMICALS, INC	$	2,518.96
T4279	02/10/2017	STEWART & STEVENSON LLC	$	2,500.39
234915	02/03/2017	KEY ELECTRICAL SUPPLIES I	$	2,500.00
235227	02/17/2017	COASTAL EMERGENCY RESTORA	$	2,500.00
235033	02/10/2017	COLLECTION BUREAU OF FT.	$	2,499.69
T4274	02/10/2017	NAFECO, INC.	$	2,441.63
235409	02/24/2017	GULF COAST ELECTRIC COOP.	$	2,408.41
A004505	02/02/2017	PEBSCO PAYROLL PROCESSING	$	2,403.00
A004523	02/16/2017	PEBSCO PAYROLL PROCESSING	$	2,403.00
235369	02/24/2017	COMCAST CABLEVISION	$	2,393.73
235145	02/10/2017	SMILEY'S LAWN & TRACTOR L	$	2,375.00
235230	02/17/2017	CONTROLWORX	$	2,365.00
235008	02/10/2017	BOWSTERN LLC	$	2,350.00
E170217	02/21/2017	FL DEPT OF REVENUE	$	2,330.06
234860	02/03/2017	CPH, INC.	$	2,322.50
234889	02/03/2017	FLORIDA COMBINED LIFE INS	$	2,317.09
235392	02/24/2017	FLORIDA BLUE	$	2,312.80
235395	02/24/2017	FLORIDA COMBINED LIFE INS	$	2,290.28
234893	02/03/2017	GLORIOUS CLEANING SERVICE	$	2,290.00
235128	02/10/2017	OPERATION SPAY BAY, INC.	$	2,290.00
234878	02/03/2017	FEDERAL EXPRESS CORPORATI	$	2,258.72
235258	02/17/2017	GULF COAST CHILDREN'S ADV	$	2,250.00
235021	02/10/2017	CITEL AMERICA, INC	$	2,215.00
235104	02/10/2017	LE CHALET CAMPER SALES, I	$	2,195.00
235146	02/10/2017	SOUTHEASTERN OUTDOOR MANA	$	2,192.50
235055	02/10/2017	DREDGING SUPPLY COMPANY,	$	2,167.95
234841	02/03/2017	ARROW INTERNATIONAL INC	$	2,159.25
235424	02/24/2017	KEY ELECTRICAL SUPPLIES I	$	2,151.74
235006	02/10/2017	BLAKE & PENDLETON, INC	$	2,146.00
234866	02/03/2017	DAVIS OIL CO., INC	$	2,123.62
234960	02/03/2017	WALKER, JOHN H.	$	2,051.87

BAY COUNTY BOARD OF COMMISSIONERS
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235219	02/17/2017	CATO ENTERPRISES INC	$	2,027.21
234882	02/03/2017	FLORIDA BLUE	$	1,982.40
T4283	02/17/2017	CINTAS CORPORATION #646	$	1,967.43
235273	02/17/2017	KEEFE & SONS ELECTRIC, IN	$	1,965.51
235284	02/17/2017	MAILFINANCE INC	$	1,905.00
234895	02/03/2017	GRAINGER	$	1,900.04
235038	02/10/2017	COQUI DISPOSAL SERVICES,	$	1,884.74
234996	02/10/2017	AVID IDENTIFICATION SYSTE	$	1,856.25
235318	02/17/2017	THAT BOOT STORE	$	1,850.38
234904	02/03/2017	HD SUPPLY WHITE CAP CONST	$	1,843.25
235181	02/17/2017	AFLAC	$	1,834.57
235156	02/10/2017	THOMSON REUTERS-WEST PAYM	$	1,833.18
235437	02/24/2017	MOTION INDUSTRIES INC	$	1,788.06
235114	02/10/2017	MAIN STREET CONSTRUCTION	$	1,785.00
235272	02/17/2017	KECKLER, DEIDRE	$	1,785.00
T4257	02/03/2017	CINTAS CORPORATION #646	$	1,745.84
235485	02/24/2017	VBA DESIGN, INC.	$	1,745.00
A004506	02/02/2017	VALIC	$	1,717.00
A004524	02/16/2017	VALIC	$	1,717.00
235233	02/17/2017	CRI TECHNOLOGY SOLUTIONS,	$	1,709.74
235037	02/10/2017	COQUI DISPOSAL SERVICES,	$	1,705.06
235187	02/17/2017	LIBERTY NATIONAL LIFE	$	1,702.47
235123	02/10/2017	NATIONAL CENTER FOR ASPHA	$	1,700.00
235302	02/17/2017	SAFETY PRODUCTS, INC.	$	1,695.00
235400	02/24/2017	FOUR SEASONS LANDSCAPING,	$	1,690.00
235199	02/17/2017	ALLIED SALES & SERVICE CO	$	1,661.94
235402	02/24/2017	GALLS, LLC	$	1,646.70
235073	02/10/2017	FOUR SEASONS LANDSCAPING,	$	1,625.00
234855	02/03/2017	COLE-PARMER INSTRUMENT CO	$	1,622.36
235365	02/24/2017	CITY OF LYNN HAVEN	$	1,608.05
235020	02/10/2017	CHIPOLA COLLEGE	$	1,575.00
235045	02/10/2017	CUMMINS MID SOUTH LLC	$	1,556.70
235403	02/24/2017	GRAINGER	$	1,553.58
235298	02/17/2017	PRO-TINT	$	1,550.00
234936	02/03/2017	MUNICIPAL EMERGENCY SERVI	$	1,524.00
235201	02/17/2017	ALTECH ENVIRONMENT USA CO	$	1,506.64
234833	02/03/2017	AFFORDABLE TRANSMISSION &	$	1,500.00
235357	02/24/2017	FBM HOLDINGS, LLC	$	1,495.00
235270	02/17/2017	JIM HOUSE & ASSOCIATES, I	$	1,484.88
235070	02/10/2017	FLORIDA PUBLIC TRANSP ASS	$	1,473.00
235023	02/10/2017	CITY OF LYNN HAVEN	$	1,466.26
235280	02/17/2017	MEER, KENNETH L.	$	1,425.00
235334	02/24/2017	ADVANCED HOME LLC	$	1,374.65

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T4294	02/24/2017	CINTAS CORPORATION #646	$	1,368.65
235333	02/24/2017	ADVANCED FIRE PROTECTION	$	1,356.77
235271	02/17/2017	JOHNSON CONTROLS, INC.	$	1,355.00
235054	02/10/2017	DRUG FREE WORKPLACES, INC	$	1,332.00
235340	02/24/2017	AT&T	$	1,326.37
234913	02/03/2017	KECKLER, DEIDRE	$	1,320.00
235397	02/24/2017	FLORIDA STATE UNIVERSITY	$	1,300.00
235205	02/17/2017	ARGOS NORTH AMERICAN CORP	$	1,297.13
234981	02/03/2017	WOW!	$	1,272.47
234995	02/10/2017	AT&T	$	1,271.98
234968	02/03/2017	STEWART, ELIZABETH T.	$	1,260.79
235366	02/24/2017	CITY OF MEXICO BEACH	$	1,250.00
235291	02/17/2017	NOVA ENGINEERING AND ENVI	$	1,216.50
235416	02/24/2017	IDEXX DISTRIBUTION INC.	$	1,205.10
234927	02/03/2017	MCCALL SOD FARM	$	1,200.00
234886	02/03/2017	FLORIDA BLUE	$	1,190.78
235223	02/17/2017	CITY OF PANAMA CITY BEACH	$	1,186.81
234909	02/03/2017	INFINITE ENERGY	$	1,184.43
235118	02/10/2017	POWERMAX360 LLC	$	1,165.00
235382	02/24/2017	DEWBERRY ENGINEERS INC	$	1,162.50
234919	02/03/2017	LEAF	$	1,141.00
A004507	02/02/2017	ICMA RETIREMENT CORPORATI	$	1,137.86
A004525	02/16/2017	ICMA RETIREMENT CORPORATI	$	1,137.86
235259	02/17/2017	GULF COAST ELECTRIC COOP.	$	1,117.50
234835	02/03/2017	ALLIED ELECTRONICS, INC.	$	1,112.00
234828	02/03/2017	ABDO-SPOTLIGHT-MAGIC WAGO	$	1,082.35
234971	02/03/2017	TECO PEOPLES GAS	$	1,075.06
235196	02/17/2017	ADVANCED FIRE PROTECTION	$	1,073.00
235281	02/17/2017	LOOMIS, FARGO & CO.	$	1,040.87
235329	02/17/2017	TRACTOR & EQUIPMENT CO	$	1,032.09
235140	02/10/2017	ROSEN PUBLISHING	$	1,020.95
235217	02/17/2017	BRYANT, MILLER AND OLIVE,	$	1,010.48
235353	02/24/2017	BAY COUNTY TAX COLLECTOR	$	1,001.00
235296	02/17/2017	PITNEY BOWES PURCHASE POW	$	1,000.00
235121	02/10/2017	MCMASTER-CARR SUPPLY COMP	$	998.64
234891	02/03/2017	GALLS, LLC	$	996.03
234946	02/03/2017	PENSACOLA RUBBER & GASKET	$	981.22
T4293	02/24/2017	AIRGAS USA, INC.	$	981.02
235155	02/10/2017	THE WESTERNER INC.	$	973.75
235064	02/10/2017	MOBILE COMMUNICATIONS OF	$	934.00
235267	02/17/2017	INGRAM LIBRARY SERVICES	$	933.99
235142	02/10/2017	SAFETY ZONE SPECIALISTS,	$	933.75
T4280	02/10/2017	UNITED LIGHTING & SUPPLY	$	930.30

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234832	02/03/2017	ADVANCED FIRE PROTECTION	$ 927.50
235347	02/24/2017	BAY MEDICAL SACRED HEART	$ 917.37
235078	02/10/2017	GOVCONNECTION, INC.	$ 915.00
235242	02/17/2017	DUKE ENERGY	$ 914.08
T4281	02/17/2017	AIRGAS USA, INC.	$ 904.55
235166	02/10/2017	WELLS FARGO FINANCIAL, IN	$ 903.04
235316	02/17/2017	TECO PEOPLES GAS	$ 875.39
235294	02/17/2017	OTIS ELEVATOR COMPANY	$ 850.00
235482	02/24/2017	UNDERWOOD, JOHN	$ 850.00
T4258	02/03/2017	GHX INDUSTRIAL, LLC	$ 846.65
234876	02/03/2017	FAIRPOINT COMMUNICATIONS	$ 841.11
T4264	02/03/2017	SONITROL OF TALLAHASSEE,	$ 834.64
234975	02/03/2017	UNITED SELF INSURED SERVI	$ 832.50
234964	02/03/2017	SCOTT HEALTH & SAFETY SER	$ 830.80
234944	02/03/2017	PEADEN, LLC	$ 826.79
235471	02/24/2017	SUNSHINE STATE ONE CALL O	$ 823.17
235161	02/10/2017	UNITED SELF INSURED SERVI	$ 812.50
235322	02/17/2017	UNITED SELF INSURED SERVI	$ 812.50
235010	02/10/2017	BAY COUNTY TAX COLLECTOR	$ 799.19
235112	02/10/2017	LOOMIS, FARGO & CO.	$ 794.35
234916	02/03/2017	CLERK OF CIRCUIT COURT	$ 787.44
234979	02/03/2017	W.S. NIELSEN COMPANY, INC	$ 785.00
EIB0320	02/02/2017	MASS MUTUAL	$ 780.00
EIB0461	02/16/2017	MASS MUTUAL	$ 780.00
235088	02/10/2017	CA FLORIDA HOLDINGS INC.	$ 773.50
T4275	02/10/2017	PREFERRED MATERIALS, INC	$ 768.78
234849	02/03/2017	M & M PROPERTIES OF BAY C	$ 755.73
T4276	02/10/2017	SONITROL OF TALLAHASSEE,	$ 755.45
234905	02/03/2017	HERITAGE FUNERAL HOME	$ 750.00
234914	02/03/2017	KENT FOREST LAWN FUNERAL	$ 750.00
235274	02/17/2017	KENT FOREST LAWN FUNERAL	$ 750.00
235282	02/17/2017	MACHRISTE, INC	$ 750.00
235423	02/24/2017	KENT FOREST LAWN FUNERAL	$ 750.00
T4265	02/03/2017	SOUTHERN TIRE MART LLC	$ 747.90
235332	02/24/2017	ADECCO EMPLOYMENT SERVICE	$ 746.00
234842	02/03/2017	AT&T	$ 745.95
234877	02/03/2017	FARIES, SHEILA	$ 743.95
235377	02/24/2017	D R HORTON INC	$ 727.13
235324	02/17/2017	VERIZON WIRELESS	$ 723.68
235289	02/17/2017	NORTH FLORIDA SAFETY COUN	$ 720.00
235148	02/10/2017	SPRINT	$ 719.84
235307	02/17/2017	SOUTHEASTERN OUTDOOR MANA	$ 716.00
235200	02/17/2017	ALLON SERVICES LLC	$ 715.00

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234935	02/03/2017	MOTION INDUSTRIES INC	$	713.47
T4256	02/03/2017	BOYD CONSTRUCTION SPECIAL	$	713.00
235374	02/24/2017	CPH, INC.	$	702.50
235351	02/24/2017	BOB'S TOP SHOP, INC.	$	695.00
234906	02/03/2017	SOUTH ALABAMA GAS	$	693.00
235119	02/10/2017	MAYER ELECTRIC SUPPLY COM	$	689.58
235352	02/24/2017	BRANDOW'S LAWN & LANDSCAP	$	685.00
234959	02/03/2017	SACRED HEART HOSPITAL EME	$	680.73
234892	02/03/2017	GENERAL KINEMATICS CORPOR	$	676.00
235197	02/17/2017	ADVANCED SIGN SOLUTIONS,	$	670.00
235428	02/24/2017	LAWNSCAPES OF BAY COUNTY,	$	665.00
234969	02/03/2017	SYSTEM SCALE CORP	$	658.20
235198	02/17/2017	ALERE TOXICOLOGY SERVICES	$	649.40
234822	02/03/2017	KENTUCKY CHILD SUPPORT EN	$	641.12
235186	02/17/2017	KENTUCKY CHILD SUPPORT EN	$	641.12
234926	02/03/2017	MATTHEW BENDER & COMPANY	$	638.22
235138	02/10/2017	REPORTING SYSTEMS, INC	$	637.66
235077	02/10/2017	GOLDER ASSOCIATES, INC	$	631.30
235414	02/24/2017	HBM INC.	$	629.18
234947	02/03/2017	PERRY & YOUNG, P.A.	$	628.64
235341	02/24/2017	AUTOZONE INC	$	611.59
235051	02/10/2017	DMS-BUREAU OF FINANCIAL M	$	610.59
235171	02/10/2017	WOW!	$	610.42
234838	02/03/2017	AMERITECH ENTERPRISES LLC	$	608.45
234954	02/03/2017	ROBB DAVIS DESIGN BUILD	$	600.00
234950	02/03/2017	QUADMED, INC	$	589.60
235133	02/10/2017	PAUL SIMS CONSTRUCTION	$	574.34
235028	02/10/2017	CLEARSTAR, INC.	$	572.37
235061	02/10/2017	FAZZONE, KENDON	$	550.00
235222	02/17/2017	M & M PROPERTIES OF BAY C	$	550.00
235039	02/10/2017	COVINGTON HEAVY DUTY PART	$	549.50
234952	02/03/2017	RELIABLE COPY PRODUCTS, I	$	546.18
235435	02/24/2017	MIDWEST TAPE	$	543.78
T4290	02/17/2017	TRANE U.S. INC.	$	543.58
235106	02/10/2017	LEE, BILL	$	542.00
235094	02/10/2017	IBS OF TALLAHASSEE	$	531.25
234993	02/10/2017	ARGOS NORTH AMERICAN CORP	$	529.00
235218	02/17/2017	CARROLL, ROBERT	$	528.26
235263	02/17/2017	HAMM, TOMMY	$	528.26
235378	02/24/2017	DAVIS OIL CO., INC	$	527.18
T4287	02/17/2017	SOUTHERN TIRE MART LLC	$	524.16
235338	02/24/2017	APPLIED INDUSTRIAL TECH-D	$	523.60
235457	02/24/2017	RIVERSIDE HOMEOWNERS ASSO	$	522.15

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T4254	02/03/2017	AIRGAS USA, INC.	$ 516.44
T4259	02/03/2017	JERRY PYBUS ELECTRIC, INC	$ 516.38
234957	02/03/2017	RUBBER & SPECIALTIES, INC	$ 511.45
235115	02/10/2017	MARSH USA INC	$ 500.00
235375	02/24/2017	CRI TECHNOLOGY SOLUTIONS,	$ 500.00
235241	02/17/2017	DEMCO, INC.	$ 499.83
235256	02/17/2017	GS EQUIPMENT, INC.	$ 497.24
235472	02/24/2017	SWAGIT PRODUCTIONS, LLC	$ 495.00
234956	02/03/2017	ROSEN PUBLISHING	$ 481.40
235299	02/17/2017	RELX INC DBA LEXISNEXIS	$ 479.98
235162	02/10/2017	UNIVAR USA, INC.	$ 479.68
235432	02/24/2017	MAHONEY, STEPHANIE	$ 477.72
235401	02/24/2017	GALE/CENGAGE LEARNING	$ 473.44
235154	02/10/2017	STEWART, ANN H	$ 472.51
234932	02/03/2017	MIDWESTERN INDUSTRIES, IN	$ 461.11
235098	02/10/2017	JEFFERS	$ 460.47
235372	02/24/2017	CORNERSTONE TITLE AGENCY	$ 453.05
235134	02/10/2017	PENTECOSTAL WORSHIP CENTE	$ 451.93
235390	02/24/2017	FIRST AMERICAN TITLE INSU	$ 450.00
234843	02/03/2017	AUTOZONE INC	$ 440.39
234921	02/03/2017	LOCKARD & WILLIAMS INSURA	$ 435.47
235238	02/17/2017	DAVIS OIL CO., INC	$ 434.50
235320	02/17/2017	TUNNELL, GUY	$ 434.10
234988	02/10/2017	ACTION FIRE & SAFETY EQUI	$ 433.00
235492	02/24/2017	WHIGHAM, SHALAN	$ 430.00
234985	02/10/2017	A. PHELPS PETROLEUM OF NW	$ 424.02
234885	02/03/2017	FLORIDA BLUE	$ 419.36
235359	02/24/2017	CANON FINANCIAL SVCS, INC	$ 410.67
235047	02/10/2017	D R HORTON INC	$ 405.04
235049	02/10/2017	DAVIS OIL CO., INC	$ 403.84
235442	02/24/2017	OAK HALL INDUSTRIES, L.P.	$ 400.95
235255	02/17/2017	GRIFFITTS JR, PHILIP	$ 400.02
235069	02/10/2017	FLETCHER, THOMAS PETER	$ 400.00
235248	02/17/2017	FLETCHER, PETER	$ 400.00
234992	02/10/2017	AMERIGAS - PANAMA CITY	$ 399.85
234963	02/03/2017	SCHENK, BRYAN	$ 399.50
234873	02/03/2017	DSSN 3801LI/JAAAA	$ 399.33
235396	02/24/2017	FLORIDA PUBLIC UTILITIES	$ 397.05
234820	02/03/2017	HART, LEIGH D - ESQUIRE	$ 390.00
235185	02/17/2017	HART, LEIGH D - ESQUIRE	$ 390.00
234826	02/03/2017	TENNESSEE CHILD SUPPORT	$ 387.00
235189	02/17/2017	TENNESSEE CHILD SUPPORT	$ 387.00
235022	02/10/2017	CITY OF CALLAWAY	$ 382.97

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234839	02/03/2017	APPLIANCE DOCTOR OF N.W.	$	382.01
234888	02/03/2017	FLORIDA BLUE	$	380.21
235126	02/10/2017	OFFICE DEPOT, INC.	$	378.04
235467	02/24/2017	SHI INTERNATIONAL CORP	$	377.41
234871	02/03/2017	ERITHACUS RUBECULA LLC	$	375.00
234933	02/03/2017	MINNICK, MARY L	$	375.00
235089	02/10/2017	HARRISON SALE MCCLOY	$	375.00
235441	02/24/2017	NEASE, PATRICIA	$	375.00
235013	02/10/2017	BRODART CO.	$	373.06
235474	02/24/2017	TAYLOR POWER SYSTEMS	$	372.50
235235	02/17/2017	WATERCO OF THE CENTRAL ST	$	372.24
234880	02/03/2017	FIRST COAST SERVICE OPTIO	$	369.88
234854	02/03/2017	CLYDE BERGEMANN POWER GRO	$	368.12
235343	02/24/2017	BAY AREA PRINTING &	$	366.20
T4285	02/17/2017	NAFECO, INC.	$	365.25
T4262	02/03/2017	MSC INDUSTRIAL SUPPLY CO.	$	361.00
235017	02/10/2017	CAVENDISH SQUARE PUBLISHI	$	359.25
235446	02/24/2017	PAUL SIMS CONSTRUCTION	$	354.75
235076	02/10/2017	GALLS, LLC	$	354.02
234922	02/03/2017	MEER, KENNETH L.	$	350.00
235130	02/10/2017	PANAMA ALTERNATOR & START	$	350.00
T4288	02/17/2017	THOMPSON TRACTOR CO INC	$	347.12
235043	02/10/2017	WATERCO OF THE CENTRAL ST	$	345.83
235285	02/17/2017	MEDIACOM	$	345.33
235044	02/10/2017	CULLIGAN WATER SERVICES	$	345.00
235080	02/10/2017	GAC CONTRACTORS, INC	$	343.80
235204	02/17/2017	ARCPOINT OF TALLAHASSEE I	$	340.00
234874	02/03/2017	EMERALD COAST ANSWERPHONE	$	339.45
235313	02/17/2017	SUPREME ENERGY INC.	$	339.02
235455	02/24/2017	REMOTE SYSTEMS MANAGEMENT	$	334.89
235466	02/24/2017	SHARP ELECTRONICS CORPORA	$	333.17
235253	02/17/2017	GALLS, LLC	$	332.15
235007	02/10/2017	BOUND TREE MEDICAL, LLC	$	330.52
235211	02/17/2017	BAY RADIOLOGY WOMENS IMAG	$	330.00
234972	02/03/2017	TEK DISTRIBUTORS, INC.	$	327.42
235323	02/17/2017	UPTON REFRIGERATION SALES	$	325.00
235326	02/17/2017	WARNER, SCOTT	$	316.36
234958	02/03/2017	SACRED HEART HOSPITAL EME	$	311.67
235473	02/24/2017	SYN-TECH SYSTEMS, INC.	$	305.50
235117	02/10/2017	MATTHEW BENDER & COMPANY	$	300.42
235237	02/17/2017	DAG ARCHITECTS INC	$	300.00
235172	02/10/2017	XEROX CORPORATION	$	299.10
235137	02/10/2017	RELIABLE COPY PRODUCTS, I	$	294.66

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235477	02/24/2017	THE NEWS HERALD	$	291.20
235012	02/10/2017	BROCK LAWN AND PEST CONTR	$	287.00
234853	02/03/2017	CITY OF PANAMA CITY UTILI	$	284.27
235310	02/17/2017	SPRINT	$	276.42
235468	02/24/2017	SOUTHERN CLEANING SUPPLY	$	275.31
234887	02/03/2017	FLORIDA BLUE	$	270.45
234948	02/03/2017	PREMIER BIOTECH, INC	$	270.00
235030	02/10/2017	COASTAL COMMUNICATIONS	$	270.00
235226	02/17/2017	CLYDE BERGEMANN POWER GRO	$	265.51
235163	02/10/2017	VERIZON WIRELESS	$	265.25
234836	02/03/2017	ALLON SERVICES LLC	$	265.00
234930	02/03/2017	MICROMARKETING LLC	$	264.48
235193	02/17/2017	AAA HURRICANE FENCE LLC	$	260.00
T4269	02/10/2017	BEARD EQUIPMENT CO.	$	257.50
235476	02/24/2017	THE DODGE COMPANY, INC.	$	254.25
235221	02/17/2017	CAPITAL COMMUNICATIONS IN	$	246.10
235131	02/10/2017	PARKWAY STORAGE INC.	$	244.00
235042	02/10/2017	CROWN HEALTH CARE LAUNDRY	$	236.40
235209	02/17/2017	BAY COUNTY HEALTH DEPARTM	$	236.20
235488	02/24/2017	WAGENHALS, ROBERT	$	233.69
235287	02/17/2017	MOWREY ELEVATOR CO OF FLA	$	232.86
234863	02/03/2017	CROWN HEALTH CARE LAUNDRY	$	230.90
235160	02/10/2017	UNITED PARCEL SERVICE	$	229.11
235058	02/10/2017	ENVELOC, INC.	$	229.00
235215	02/17/2017	BROCKMAN, NANCY	$	226.38
235350	02/24/2017	TAYLOR III, WILLIAM BEN	$	225.00
235279	02/17/2017	LEAF	$	218.46
235095	02/10/2017	INFINITE ENERGY	$	216.52
235368	02/24/2017	CLEAN FLOORS ENTERPRISES	$	216.40
235283	02/17/2017	MAD HATTER TOTAL CAR CARE	$	215.34
234961	02/03/2017	SAFETY-KLEEN SYSTEMS, INC	$	215.22
234928	02/03/2017	MEDIACOM	$	215.14
234978	02/03/2017	VISION SERVICE PLAN INSUR	$	211.15
235487	02/24/2017	VISION SERVICE PLAN INSUR	$	211.15
235337	02/24/2017	APPLIANCE DOCTOR OF N.W.	$	210.38
234817	02/03/2017	CLERK OF COURT-ANDERSON C	$	210.00
235183	02/17/2017	CLERK OF COURT-ANDERSON C	$	210.00
234982	02/03/2017	ACUITY SPECIALTY PRODUCTS	$	208.19
235016	02/10/2017	COUGHLAN COMPANIES INC	$	205.05
235421	02/24/2017	JONES III, JAMES	$	204.20
235144	02/10/2017	SIKES PIPE COMPANY, INC.	$	204.12
235309	02/17/2017	SOUTHERN SUPPLY & SAFETY	$	203.13
234953	02/03/2017	ROADRUNNER PHARMACY, INC.	$	200.08

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235429	02/24/2017	LEITZ OFFICE PRODUCTS, IN	$ 199.99
234983	02/10/2017	7G ENVIRONMENTAL COMPLIAN	$ 190.00
234984	02/10/2017	7G ENVIRONMENTAL COMPLIAN	$ 190.00
235135	02/10/2017	PPG ARCHITECTURAL COATING	$ 189.54
235434	02/24/2017	MEDTECH FORENSICS, INC.	$ 189.00
234862	02/03/2017	CRI TECHNOLOGY SOLUTIONS,	$ 187.50
235136	02/10/2017	QUILL CORPORATION	$ 183.07
234844	02/03/2017	BAY MEDICAL SACRED HEART	$ 178.60
235330	02/24/2017	A. PHELPS PETROLEUM OF NW	$ 177.30
E021017	02/10/2017	FIRST DATA GLOBAL LEASING	$ 172.16
234831	02/03/2017	ADT US HOLDINGS, INC	$ 171.93
235249	02/17/2017	FLORIDA HOSE & RUBBER, LL	$ 171.48
235063	02/10/2017	FERRARA, LISA	$ 170.69
235358	02/24/2017	CAMERON SKINNER DEVELOPME	$ 168.97
235103	02/10/2017	CLERK OF CIRCUIT COURT	$ 168.00
234929	02/03/2017	MEDICARE SECONDARY PAYER	$ 165.18
235060	02/10/2017	ERA NEUBAUER REAL ESTATE	$ 162.43
235367	02/24/2017	CITY OF PORT ST. JOE	$ 162.43
234837	02/03/2017	AMERIGAS - PANAMA CITY	$ 161.58
235034	02/10/2017	COMCAST CABLEVISION	$ 160.90
235002	02/10/2017	BAY PEST CONTROL, INC.	$ 160.78
235190	02/17/2017	UNITED WAY OF NORTHWEST F	$ 160.36
235496	02/24/2017	YP	$ 160.36
234986	02/10/2017	ACCURATE BACKGROUND CHECK	$ 160.00
235101	02/10/2017	KENT, DOUGLAS	$ 158.93
235445	02/24/2017	OVERSTREET, STEVEN	$ 157.09
234900	02/03/2017	GULF COAST ELECTRIC COOP.	$ 154.26
234868	02/03/2017	DAYSTAR CLEANING, INC.	$ 153.49
235240	02/17/2017	DAYSTAR CLEANING, INC.	$ 153.49
235203	02/17/2017	APPLIANCE DOCTOR OF N.W.	$ 152.75
235303	02/17/2017	SAM'S CLUB/SYNCHRONY BANK	$ 152.22
234879	02/03/2017	FIRST AMERICAN TITLE INSU	$ 150.00
235153	02/10/2017	THE STATE OF FLORIDA	$ 150.00
235247	02/17/2017	FIRST AMERICAN TITLE INSU	$ 150.00
235490	02/24/2017	WELLS FARGO VENDOR FIN SE	$ 149.92
235173	02/10/2017	ZOETIS HOLDINGS LLC	$ 147.00
235438	02/24/2017	MULLER, JAMES	$ 146.20
235158	02/10/2017	TRAVELERS CASUALTY & SURE	$ 144.23
235308	02/17/2017	SOUTHERN CLEANING SUPPLY	$ 143.05
235129	02/10/2017	OVERSTREET REALTY	$ 142.34
T4267	02/10/2017	AIRGAS USA, INC.	$ 141.36
235092	02/10/2017	HOL-MAC CORPORATION	$ 140.52
235448	02/24/2017	PORTER, MICHAEL	$ 138.09

BAY COUNTY BOARD OF COMMISSIONERS
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FEBRUARY 1, 2017 THROUGH FEBRUARY 28, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
235151	02/10/2017	TEN-8 FIRE EQUIPMENT, INC	$	137.44
235149	02/10/2017	T SQUARED CONSTRUCTION SE	$	137.04
235048	02/10/2017	DAVIS EXTERMINATORS, INC.	$	135.00
235456	02/24/2017	RICHARD CARLTON CONSULTIN	$	135.00
235182	02/17/2017	AMERICAN HERITAGE LIFE IN	$	133.77
235093	02/10/2017	IBRAHIM, MUHAMMAD	$	133.64
235194	02/17/2017	ACS ENTERPRISE SOLUTIONS	$	132.82
235276	02/17/2017	CLERK OF CIRCUIT COURT	$	132.34
235011	02/10/2017	BRILLIANCE PUBLISHING INC	$	130.06
235027	02/10/2017	CLARK, TREVOR	$	130.00
235292	02/17/2017	OFFICE DEPOT, INC.	$	129.20
234824	02/03/2017	ROLFE & LOBELLO, P.A.	$	125.00
235188	02/17/2017	ROLFE & LOBELLO, P.A.	$	125.00
235449	02/24/2017	PROFESSIONAL WINDOWS & GL	$	125.00
235207	02/17/2017	AUTOZONE INC	$	122.16
235465	02/24/2017	SHAHRZAD, SLAGHEMAND	$	121.73
234945	02/03/2017	PENN VETERINARY SUPPLY, I	$	120.63
T4266	02/10/2017	AAG ELECTRIC MOTORS & PUM	$	119.92
235132	02/10/2017	PAT GREEN HEATING & COOLI	$	119.00
235214	02/17/2017	BROCK LAWN AND PEST CONTR	$	118.00
234941	02/03/2017	OFFICE DEPOT, INC.	$	115.96
235265	02/17/2017	HOL-MAC CORPORATION	$	115.73
235229	02/17/2017	CONRAD, PATRICIA	$	115.56
235317	02/17/2017	TEN-8 FIRE EQUIPMENT, INC	$	115.44
235141	02/10/2017	ROYAL AMERICAN	$	115.32
235208	02/17/2017	PCB PELICAN CORP	$	114.70
235071	02/10/2017	FONTANEZ JR, VICTOR M	$	114.47
234923	02/03/2017	LUZADER, THRESSA	$	112.26
235059	02/10/2017	ENVIROMED OF BAY COUNTY,	$	112.00
234931	02/03/2017	MIDWEST TAPE	$	109.95
235425	02/24/2017	LANCASTER, TERRI LEE	$	108.61
235102	02/10/2017	KEY ELECTRICAL SUPPLIES I	$	106.39
235387	02/24/2017	EDGEWATER HOMES, INC	$	104.49
235388	02/24/2017	ENVIROMED OF BAY COUNTY,	$	103.97
235056	02/10/2017	DYKES, CECIL	$	103.62
235355	02/24/2017	BROCKMAN, NANCY	$	102.72
234943	02/03/2017	PACER SERVICE CENTER	$	101.70
235113	02/10/2017	MAD HATTER TOTAL CAR CARE	$	100.07
234858	02/03/2017	COULLIETTE, BONNIE C.	$	100.00
234897	02/03/2017	GSC SYSTEMS, INC.	$	100.00
234898	02/03/2017	GSC SYSTEMS, INC.	$	100.00
234899	02/03/2017	GSC SYSTEMS, INC.	$	100.00
235125	02/10/2017	NW FLORIDA WATER MANAGEME	$	100.00

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235290	02/17/2017	NW FLORIDA WATER MANAGEME	$	100.00
235391	02/24/2017	FL DEPT OF ENVIRONMENTAL	$	100.00
235493	02/24/2017	WORSHIP CENTER OF PANAMA	$	99.63
234834	02/03/2017	ALI, MSGT A. J. & G.M.	$	99.38
235360	02/24/2017	CANON SOLUTIONS AMERICA,	$	97.96
235463	02/24/2017	ROYSE, BOBBIE	$	97.70
235383	02/24/2017	DISABILITY RESOURCE CENTE	$	96.00
234966	02/03/2017	SOCIETY OF WETLAND SCIENT	$	95.00
235004	02/10/2017	TAYLOR III, WILLIAM BEN	$	95.00
235091	02/10/2017	BUTLER ANIMAL HEALTH HOLD	$	94.64
235079	02/10/2017	GRAINGER	$	94.02
235460	02/24/2017	ROMANO, SANDRA OR	$	90.18
235427	02/24/2017	LAVENTURE, GEORGE	$	88.65
234924	02/03/2017	MAD HATTER TOTAL CAR CARE	$	87.50
235413	02/24/2017	HAMM, FOREST	$	86.06
235444	02/24/2017	OFFICE DEPOT, INC.	$	85.91
235246	02/17/2017	EMERALD COAST GLASS PRODU	$	85.00
234856	02/03/2017	COMCAST CABLEVISION	$	84.91
234918	02/03/2017	LANNAN, MARY	$	83.88
235440	02/24/2017	NAUTILUS REALTY	$	82.92
235356	02/24/2017	BURRIS, CATLIN	$	82.47
234827	02/03/2017	AAA COOPER TRANSPORTATION	$	82.23
235478	02/24/2017	THRON, KIMBERLIE	$	81.56
235120	02/10/2017	MCCALL SOD FARM	$	80.00
235026	02/10/2017	CITY OF WEWAHITCHKA	$	77.09
235053	02/10/2017	DONALDSON, JAMES	$	75.10
235210	02/17/2017	BAY PEST CONTROL, INC.	$	75.00
235348	02/24/2017	BAY PEST CONTROL, INC.	$	75.00
235124	02/10/2017	NI GOVERNMENT SERVICES IN	$	73.73
235015	02/10/2017	CANON SOLUTIONS AMERICA,	$	73.37
235075	02/10/2017	GALE/CENGAGE LEARNING	$	72.00
235311	02/17/2017	SUNCOAST AQUARIUMS	$	71.96
235461	02/24/2017	ROOF TECHNOLOGY PARTNERS	$	71.85
235431	02/24/2017	MAD HATTER TOTAL CAR CARE	$	70.50
235376	02/24/2017	WATERCO OF THE CENTRAL ST	$	69.95
235300	02/17/2017	RICHARD CARLTON CONSULTIN	$	67.50
235447	02/24/2017	PETERSON, MELISSA ANN	$	67.40
235139	02/10/2017	RIVERSIDE HOMEOWNERS ASSO	$	66.53
234965	02/03/2017	SHRED-IT US JV LLC	$	65.34
234917	02/03/2017	CLERK OF CIRCUIT COURT	$	64.75
235052	02/10/2017	DON MILLER CONSTRUCTION,	$	62.39
235105	02/10/2017	LEAF	$	61.20
235464	02/24/2017	SAMILLANO, ELYSSE	$	60.65

BAY COUNTY BOARD OF COMMISSIONERS
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235159	02/10/2017	ULINE	$ 59.82
235373	02/24/2017	COX, CALEB	$ 59.53
T4286	02/17/2017	SONITROL OF TALLAHASSEE,	$ 59.00
235371	02/24/2017	CONRAD, PATRICIA	$ 57.78
235354	02/24/2017	BRILLIANCE PUBLISHING INC	$ 57.54
235090	02/10/2017	HARRISON, CHARLENE	$ 57.14
234999	02/10/2017	PCB PELICAN CORP	$ 57.00
234857	02/03/2017	COMPBENEFITS	$ 56.50
235370	02/24/2017	COMPBENEFITS	$ 56.50
235430	02/24/2017	LUONG, QUAN	$ 54.65
235074	02/10/2017	GADDY, HOLLY	$ 53.98
235035	02/10/2017	CONRAD, PATRICIA	$ 51.36
235169	02/10/2017	WILLIAMS, DOUGLAS	$ 50.82
234955	02/03/2017	ROGERS, MARK R.	$ 50.00
235165	02/10/2017	VICKERY, EDWARD	$ 49.96
235389	02/24/2017	FEY, COURTNEY	$ 49.24
235184	02/17/2017	CINCINNATI LIFE INSURANCE	$ 48.62
235009	02/10/2017	BOYER, KIMBERLY	$ 48.62
235331	02/24/2017	ABDELAAL, SHANA	$ 45.88
235152	02/10/2017	TERMINIX	$ 44.00
235462	02/24/2017	ROSEN PUBLISHING	$ 43.55
234997	02/10/2017	B&H FOTO & ELECTRONICS CO	$ 42.35
235024	02/10/2017	CITY OF PANAMA CITY BEACH	$ 42.32
235406	02/24/2017	GRIDER, CURTIS	$ 42.23
235415	02/24/2017	HICKS, AMBER	$ 41.26
235268	02/17/2017	INSIGHT SERVICES, INC	$ 40.00
235339	02/24/2017	ASH, BRUCE W	$ 39.56
235301	02/17/2017	ROSEN PUBLISHING	$ 38.59
234829	02/03/2017	ACTION FIRE & SAFETY EQUI	$ 37.50
235127	02/10/2017	OFFICE OF PUBLIC DEFENDER	$ 37.50
235386	02/24/2017	DOVE, DEBRA THURMAN	$ 36.60
235003	02/10/2017	BEACH MOWER INC	$ 36.45
235083	02/10/2017	GULF COAST PEST CONTROL,	$ 36.00
234967	02/03/2017	ST JOE NATURAL GAS	$ 35.62
234848	02/03/2017	CAYLOR, DAVID	$ 35.00
235041	02/10/2017	CRI TECHNOLOGY SOLUTIONS,	$ 35.00
235087	02/10/2017	HALCKIAS, BRENDA	$ 35.00
235099	02/10/2017	JOHNSON, ALICE	$ 35.00
235147	02/10/2017	SOUTHWIND PEST AND TERMIT	$ 35.00
235202	02/17/2017	ANDREWS, PATRICIA	$ 35.00
235216	02/17/2017	BROGDON, BONNIE	$ 35.00
235314	02/17/2017	TALLY, TERRY	$ 35.00
235422	02/24/2017	KELSO, FIONA	$ 35.00

BAY COUNTY BOARD OF COMMISSIONERS
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235458	02/24/2017	ROBERTS, DARRELL	$	35.00
235109	02/10/2017	LIBERTY JOURNAL, INC	$	34.50
235361	02/24/2017	CANTRELL, MARIA	$	33.31
235312	02/17/2017	SUNPASS PROCESSING CENTER	$	30.00
234977	02/03/2017	VERIZON WIRELESS	$	29.35
235005	02/10/2017	BLACKSTONE AUDIO, INC	$	28.96
234994	02/10/2017	ARIAS, KAREN A.	$	28.62
234998	02/10/2017	BARBER, JANIEVE	$	28.61
235062	02/10/2017	FEDERAL EXPRESS CORPORATI	$	26.60
234938	02/03/2017	NORTH FLORIDA MEDICAL GRO	$	25.00
235475	02/24/2017	TECO PEOPLES GAS	$	25.00
234974	02/03/2017	UNITED HEALTHCARE INSURAN	$	24.70
235469	02/24/2017	SOUTHERN LIVING HOMES	$	24.01
235046	02/10/2017	CYBER SYTES, INC.	$	24.00
235319	02/17/2017	THE STAR PUBLISHING COMPA	$	23.00
234937	02/03/2017	NATIONAL INSURANCE SERVIC	$	22.51
234890	02/03/2017	GALE/CENGAGE LEARNING	$	22.39
235321	02/17/2017	UNITED PARCEL SERVICE	$	22.11
235489	02/24/2017	WATSON, DEMETRIUS	$	21.63
235439	02/24/2017	NATIONAL INSURANCE SERVIC	$	21.10
234939	02/03/2017	NORTHWEST FLORIDA HEALTHC	$	16.00
235108	02/10/2017	LIBERTY COUNTY WATER & GA	$	16.00
235349	02/24/2017	BENEFIELD, BARBARA	$	13.36
235254	02/17/2017	GOLDEN, ALLEN	$	12.00
235470	02/24/2017	SPRINT	$	10.11
235277	02/17/2017	CLERK OF CIRCUIT COURT	$	10.00
235459	02/24/2017	ROGERS, JESSIE	$	7.51
235220	02/17/2017	CAULK III, JUAN	$	4.67
235231	02/17/2017	COPE, ERIC	$	4.67
235244	02/17/2017	ELMER, GARY	$	4.67
235325	02/17/2017	WAKEFIELD, FRED T.	$	4.67
235327	02/17/2017	WINTERS, KIRT M.	$	4.67
235451	02/24/2017	PURSLEY, WILLIAM	$	4.04
235206	02/17/2017	AT&T	$	3.93
235404	02/24/2017	GREENE, GERALD	$	3.55
234991	02/10/2017	AMERICAN MESSAGING	$	3.01
235228	02/17/2017	WAGEWORKS INC	$	3.00
235379	02/24/2017	DAY, JENNIFER	$	2.67
235381	02/24/2017	DENSON, FREDERICK	$	2.38
234253	01/06/2017	VERMEER ALABAMA, INC	$	(54,337.00)
		TOTAL BOARD OF COMMISSIONERS	**$**	**15,094,134.55**

PANAMA CITY BEACH CONVENTION
AND VISITORS BUREAU

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU
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18103	2/2/2017	PCB Entertainment LLC	$375,000.00
18100	2/2/2017	Luckie & Company, LLC	$67,267.50
WIRE	2/22/2017	New Frontier Management, Inc	$60,030.00
18138	2/9/2017	Southwest Airlines Co.	$55,665.55
18175	2/16/2017	Quality Plus Services	$44,644.00
18134	2/9/2017	Resort Collection of Panama	$39,047.26
18201	2/23/2017	Luckie & Company, LLC	$37,116.22
18202	2/23/2017	Resort Collection of Panama	$35,110.69
DAJ000003628	2/16/2017	Paychex	$33,613.04
DAJ000003618	2/2/2017	Paychex	$33,421.81
18193	2/23/2017	Careco Multimedia Entertainm	$24,290.00
18128	2/9/2017	Lou Hammond Group	$19,565.00
18168	2/16/2017	id3 Group	$18,783.75
18137	2/9/2017	Southern Sound and Lighting,	$17,500.00
18114	2/9/2017	Florida Blue	$16,587.00
18203	2/23/2017	Simpleview	$16,000.00
18166	2/16/2017	Harrison, Sale, McCloy	$14,440.38
18167	2/16/2017	HMX Productions	$12,800.00
18152	2/16/2017	Blossoms	$11,200.00
18192	2/23/2017	Brand Networks, LLC	$10,949.39
18160	2/16/2017	Facebook, Inc.	$10,887.74
18194	2/23/2017	Emerald Coast Cruizin, LLC	$10,299.66
18129	2/9/2017	Miles Media Group	$10,169.75
18102	2/2/2017	Panama City Beach Parks & Re	$10,000.00
18131	2/9/2017	PCB Entertainment LLC	$10,000.00
18127	2/9/2017	Lisa Armbruster	$9,150.75
18095	2/2/2017	Florida Dept of Environmenta	$9,000.00
18191	2/23/2017	ADARA	$8,171.66
18133	2/9/2017	R & M Entertainment, LLC	$8,127.72
18189	2/16/2017	Rod Roddy	$8,000.00
18188	2/16/2017	Tip Top Entertainment	$7,500.00
18176	2/16/2017	The Lamar Companies	$7,420.00
WIRE	2/14/2017	Gosh PR	$7,040.00
WIRE	2/14/2017	Gosh PR	$7,040.00
18104	2/2/2017	Pyro Shows, Inc.	$6,325.00
18153	2/16/2017	Carlton Fields, Attorneys at	$6,004.20
18190	2/16/2017	Jo-El Sonnier	$6,000.00
18142	2/9/2017	TubeMogul, Inc.	$5,937.86

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18121	2/9/2017	Fahlgren Mortine	$5,444.37
18099	2/2/2017	Hellcat Media	$5,300.00
18195	2/23/2017	Fahlgren Mortine	$5,071.08
18165	2/16/2017	Halifax Media Group	$5,015.00
18091	2/2/2017	Carr, Riggs & Ingram, LLC	$5,000.00
18130	2/9/2017	Pandora Media, Inc.	$4,668.88
18155	2/16/2017	Coastal Communications	$4,310.00
18092	2/2/2017	Coastal Communications	$3,960.46
18146	2/16/2017	Abrakadoodle	$3,700.00
18111	2/2/2017	Robin Downs	$3,500.00
18122	2/9/2017	Florida Film Office, Inc.	$3,325.00
DAJ000003629	2/16/2017	John Hancock USA	$3,207.20
DAJ000003619	2/2/2017	John Hancock USA	$3,166.20
18141	2/9/2017	TripAdvisor, LLC	$3,057.52
18101	2/2/2017	Panama City Beach Chamber of	$3,050.00
18132	2/9/2017	Purchase Power	$3,025.00
18148	2/16/2017	Bay County Chamber of Commer	$3,000.00
18162	2/16/2017	Festive Floats of Florida, I	$3,000.00
18164	2/16/2017	GTS Entertainment Group, Inc	$3,000.00
18109	2/2/2017	Lou Hammond Group	$2,915.23
WIRE	2/14/2017	Lieb Management & Beteiligun	$2,900.00
WIRE	2/28/2017	Lieb Management & Beteiligun	$2,900.00
18124	2/9/2017	Fred Domulot	$2,800.00
18126	2/9/2017	Hellcat Media	$2,625.00
18112	2/9/2017	Anchor CEI, Inc.	$2,600.00
18171	2/16/2017	Panama City Beach Parks & Re	$2,600.00
18173	2/16/2017	Preston Leatherman LLC	$2,500.00
18198	2/23/2017	Harpoon Harry's	$2,500.00
18149	2/16/2017	Bay Landscape & Palm Service	$2,369.07
18118	2/9/2017	Division-D	$2,055.20
18096	2/2/2017	Gulf Coast State College Ath	$2,000.00
18105	2/2/2017	Simpleview	$2,000.00
18119	2/9/2017	Durden Outdoor Displays, Inc	$2,000.00
18187	2/16/2017	Waylon Thibodeaux	$2,000.00
18169	2/16/2017	Independent Ad Specialties	$1,839.80
18120	2/9/2017	Edgewater Gymnastics	$1,807.00
18107	2/2/2017	Tipton, Marler, Garner & Cha	$1,570.00
18163	2/16/2017	Garment Gear, Inc.	$1,531.12

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18178	2/16/2017	Todd Allen Herendeen	$1,500.00
18204	2/23/2017	Tipton, Marler, Garner & Cha	$1,490.00
18186	2/16/2017	Katie DeSantis	$1,425.00
18154	2/16/2017	CleanPix Corporation	$1,203.13
18196	2/23/2017	Goldring Gulf Panama City	$1,077.50
18177	2/16/2017	US Relay Corp	$1,049.00
18209	2/23/2017	Coastal Communications	$1,045.01
18159	2/16/2017	Destination Travel Network	$995.00
18123	2/9/2017	Florida Blue Group Ancillary	$814.37
18108	2/2/2017	Commercial Christmas Decorat	$790.96
18110	2/2/2017	Catherine Brillard	$750.00
18145	2/9/2017	Women's Civic Club	$750.00
18106	2/2/2017	Snelling Personnel-Panama Ci	$633.75
18150	2/16/2017	Bay Point Golf & Tennis Club	$600.00
18116	2/9/2017	Conex Exhibition Services LL	$595.00
18139	2/9/2017	The Pohly Company	$595.00
18210	2/23/2017	Victor Strickland	$550.00
18140	2/9/2017	Travel Guides Free	$500.00
18199	2/23/2017	Holiday Golf Club	$432.28
18211	2/23/2017	Stephen Weller	$414.63
18174	2/16/2017	Principal Financial Group	$388.17
18115	2/9/2017	Coastal Communications	$381.60
18143	2/9/2017	Andrew Wardlow Photography	$375.00
18113	2/9/2017	Anderson Pier, Inc.	$360.00
18144	2/9/2017	Bay Point Golf Club	$350.00
18183	2/16/2017	City of Panama City Beach	$350.00
18136	2/9/2017	Snelling Personnel-Panama Ci	$337.50
WIRE	2/28/2017	Lieb Management & Beteiligun	$335.19
18161	2/16/2017	Farmer's Marketing	$325.50
18179	2/16/2017	Jay Granberg Media	$250.00
DAJ000003620	2/2/2017	HSA Bank	$200.00
DAJ000003630	2/16/2017	HSA Bank	$200.00
18094	2/2/2017	Deborah J. Shoman, LLC	$195.75
18093	2/2/2017	Comcast Cable	$173.08
18098	2/2/2017	Gulf Power	$171.81
DAJ000003604	2/2/2017	Paychex	$164.37
DAJ000003627	2/9/2017	UPS	$161.18
DAJ000003626	2/16/2017	Paychex	$160.87

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
FEBRUARY 1, 2017 THROUGH FEBRUARY 28, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
18147	2/16/2017	Anne Williams	$148.82
18197	2/23/2017	Gulf Glo Banners	$144.99
18156	2/16/2017	Community Coffee	$128.72
DAJ000003635	2/23/2017	UPS	$117.96
18172	2/16/2017	Phase V of Florida, LLC	$100.00
DAJ000003622	2/2/2017	UPS	$99.24
DAJ000003631	2/16/2017	UPS	$97.81
18125	2/9/2017	HealthiestYou	$96.00
WIRE	2/14/2017	Gosh PR	$95.13
18170	2/16/2017	North Lagoon Partners, Inc.	$80.58
18200	2/23/2017	Living Interiors of Bay Coun	$79.00
18158	2/16/2017	David E. Demarest	$64.13
18135	2/9/2017	Royal American Beach Getaway	$58.96
18151	2/16/2017	Beach House Florist, LLC	$54.00
18180	2/16/2017	City of Panama City Beach	$50.00
18181	2/16/2017	City of Panama City Beach	$50.00
18182	2/16/2017	City of Panama City Beach	$50.00
18117	2/9/2017	CrowdTorch, LLC	$40.16
18208	2/23/2017	Vision Service Plan (IC)	$36.64
18184	2/16/2017	Div of Alcoholic Bev & Tobac	$25.00
18185	2/16/2017	Div of Alcoholic Bev & Tobac	$25.00
18157	2/16/2017	Credit Card Center	$21.44
18097	2/2/2017	Gulf Glo Banners	$16.05
		TOTAL PANAMA CITY BEACH CVB	**$ 370,134.52**

PANAMA CITY COMMUNITY DEVELOPMENT COUNCIL

PANAMA CITY COMMUNITY DEVELOPMENT COUNCIL
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
FEBRUARY 1, 2017 THROUGH FEBRUARY 28, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
1498	02/02/2017	ROBIN MALPASS & ASSOCIATES INC	$	23,197.41
1504	02/09/2017	ECPRS-EMERALD COAST PROFESSIONAL REDFISH	$	20,000.00
1506	02/09/2017	LOU HAMMOND & ASSOC	$	10,000.00
1514	02/16/2017	CITY OF PANAMA CITY	$	3,427.11
1531	02/23/2017	LEGISTIX SOLUTIONS LLC	$	3,333.00
1499	02/09/2017	ACENTRIA INC	$	3,296.26
1520	02/16/2017	VISA	$	3,101.74
1512	02/16/2017	BAY COUNTY CHAMBER OF COMMERCE	$	3,000.00
1525	02/23/2017	SUMMIT BANK	$	2,351.28
1497	02/02/2017	PMCAT	$	2,200.00
1535	02/23/2017	STR INC	$	2,000.00
1510	02/09/2017	SUMMIT BANK	$	1,799.93
1495	02/02/2017	AARON RICH MARKETING LLC	$	1,770.00
1532	02/23/2017	LOU HAMMOND & ASSOC	$	1,517.62
1529	02/23/2017	GULF COAST CHILDRENS ADVOCACY	$	1,387.00
1522	02/23/2017	WHITEHEAD, ALYSIA, JASMIN	$	1,072.45
1523	02/23/2017	CITY OF PANAMA CITY	$	1,001.17
1496	02/02/2017	CLASSIC CARPETSPLUS COLOR TILE	$	800.00
1500	02/09/2017	BUSINESS PRESENTATION SERVICES INC	$	796.76
1501	02/09/2017	CITY OF PANAMA CITY	$	670.68
1519	02/16/2017	VISA	$	488.11
1508	02/09/2017	RAYMOND JAMES & ASSOC INC	$	413.47
1524	02/23/2017	RAYMOND JAMES & ASSOC INC	$	363.47
1505	02/09/2017	JENNIFER VIGIL	$	343.98
1521	02/16/2017	WOW|	$	334.55
1502	02/09/2017	CLEAR CHANNEL OUTDOORS	$	300.00
1517	02/16/2017	KONICA MINOLTA INC	$	270.56
1530	02/23/2017	GULF POWER CO	$	261.42
1511	02/09/2017	WES CATRETT	$	250.00
1533	02/23/2017	MATTHEW PARRAMORE	$	240.00
1518	02/16/2017	VERIZON WIRELESS	$	164.63
1528	02/23/2017	GARMENT GEAR INC	$	119.68
1507	02/09/2017	PITNEY BOWES	$	112.32
1526	02/23/2017	BAY COUNTY CHAMBER OF COMMERCE	$	75.00
1527	02/23/2017	CULLIGAN BY WATERCO INC	$	62.16
1515	02/16/2017	CITY OF PC-WATER DEPT	$	61.23
1534	02/23/2017	NICOLE LAGUERA	$	46.01
1509	02/09/2017	SAMS CLUB DIRECT COMM ACCT	$	45.00
1516	02/16/2017	JENNIFER VIGIL	$	31.56
1513	02/16/2017	BAY COUNTY CHAMBER OF COMMERCE	$	25.50
1503	02/09/2017	CULLIGAN BY WATERCO INC	$	20.17
		TOTAL PANAMA CITY CDC	**$**	**90,751.23**

MEXICO BEACH COMMUNITY DEVELOPMENT COUNCIL

MEXICO BEACH COMMUNITY DEVELOPMENT COUNCIL
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
FEBRUARY 1, 2017 THROUGH FEBRUARY 28, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
6241	02/09/2017	Cornerstone Marketing & Advertising	31,135.00
6232	02/02/2017	Dewberry Engineers Inc.	16,365.00
6233	02/02/2017	Cornerstone Marketing & Advertising	10,263.75
6248	02/16/2017	Mexico Beach Gollywhopper, LLC	5,000.00
6249	02/16/2017	Mexico Beach Artificial Reef Association	5,000.00
6231	02/02/2017	City of Mexico Beach	4,250.00
6257	02/23/2017	City of Mexico Beach	4,250.00
6252	02/16/2017	Dewberry Engineers Inc.	3,490.00
6237	02/09/2017	Florida Blue	2,279.10
EFT	02/15/2017	United States Treasury	1,791.40
6238	02/09/2017	Kincaid Motorcoach	1,300.00
6245	02/09/2017	Chase Card Services	1,231.88
6255	02/23/2017	Paul's Gant Bar B Que	1,020.00
6229	02/02/2017	CRI	1,000.00
6263	02/23/2017	Forgotten Coast Warrior Weekend	1,000.00
6243	02/09/2017	Lisa Armbruster	550.00
6242	02/09/2017	Melissa A. Williams	330.10
6258	02/23/2017	Reginald Smith	275.00
6262	02/23/2017	Bay County Chamber of Commerce	250.00
6264	02/23/2017	Fairpoint Communications	178.07
6247	02/16/2017	Randall Cowart	175.00
6246	02/16/2017	Toshiba American Business Solutions	163.48
6230	02/02/2017	Tabitha Gleichner	150.00
6256	02/23/2017	Tabitha Gleichner	150.00
6250	02/16/2017	US relay	144.00
6259	02/23/2017	Mediacom	109.95
6244	02/09/2017	Duke Energy	109.63
6253	02/16/2017	Verizon Wireless	101.76
6228	02/02/2017	Myrl Jacquith	72.00
6235	02/09/2017	Florida Combined Life	71.48
6234	02/09/2017	Sam's Club	62.94
6240	02/09/2017	Cathey's Ace Hardware	52.93
6265	02/23/2017	Jeff Lyons	50.00
6260	02/23/2017	Safetouch Security Systems	29.32
6261	02/23/2017	Melissa A. Williams	26.75
6266	02/23/2017	James Kaney	25.00
6251	02/16/2017	Culligan Water Service	21.25
6254	02/23/2017	VSP Vision Care	13.85

MEXICO BEACH COMMUNITY DEVELOPMENT COUNCIL
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
FEBRUARY 1, 2017 THROUGH FEBRUARY 28, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
6236	02/09/2017	HY Holdings INC	12.00
6239	02/09/2017	MCI a Verizon Company	6.04
		TOTAL MEXICO BEACH CDC	**$ 92,506.68**

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE
MAR 06 2017

March 3, 2017

Board of County Commissioners
Bay County, Florida

Commissioners:

Attached you will find a summary of 2016/2017 Revenues and Expenditures through March 2, 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 March 2, 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	67,587,197	69%	14,275,273	2,150	0%	111,926,586	48,873,093	44%	18,716,255
101	Transportation	13,897,286	4,189,332	30%	13,894,496		0%	27,791,782	11,048,955	40%	(6,859,623)
111	Road Impact-Beach/Airport	-	34	0%	190,521		0%	190,521	-	0%	34
112	Road Impact-East Bay County	-	56	0%	310,608		0%	310,608	-	0%	56
113	Road Impact-Panama City	-	5	0%	26,592		0%	26,592	-	0%	5
114	Road Impact-Southport/Sandhills	-	39	0%	215,234		0%	215,234	-	0%	39
118	Transit	4,970,434	968,894	19%	-		0%	4,970,434	1,184,366	24%	(215,472)
120	Library	1,034,688	338,619	33%	2,158,377	100,000	5%	3,193,065	1,247,847	39%	(809,229)
125	Tourist Development	10,050,000	1,628,859	16%	530,526		0%	10,580,526	5,420,476	51%	(3,791,618)
126	Mexico Beach - TDC	549,350	111,276	20%	26,523		0%	575,873	291,328	51%	(180,052)
127	Beach Nourishment - TDC	3,447,395	550,454	16%	29,352,351		0%	32,799,746	159,725	0%	390,729
128	TDC - 5th Cent	3,350,000	544,776	16%	-		0%	3,350,000	21,909	1%	522,867
129	Panama City - TDT	1,500,000	322,376	21%	-		0%	1,500,000	709,649	47%	(387,273)
130	Public Safety E911	815,215	67,700	8%	1,000,000		0%	1,815,215	229,504	13%	(161,805)
133	Intergov't Radio Communication	465,790	168,221	36%	484,299	21,075	4%	950,089	188,048	20%	1,248
140	District Mosquito Control	1,227,792	1,037,821	85%	120,450		0%	1,348,242	599,368	44%	438,453
145	MSTU-Fire Protection	7,684,788	6,646,939	86%	1,000,000		0%	8,684,788	3,614,738	42%	3,032,201
167	MSBU Fund	44,840	12,614	28%	25,000	-	0%	69,840	31,422	45%	(18,808)
401	Water Sys Revenue Fund	16,780,409	5,423,393	32%	14,152,655		0%	30,933,064	5,642,655	18%	(219,262)
420	Retail Water & Wastewater	12,282,035	3,774,700	31%	2,195,000	-	0%	14,477,035	3,454,657	24%	320,042
430	Solid Waste Fund	12,120,317	4,120,985	34%	2,642,000		0%	14,762,317	5,433,186	37%	(1,312,202)
440	Builders' Services	981,400	370,231	38%	3,800,000		0%	4,781,400	638,396	13%	(268,165)
450	Emerg Medical Svcs	6,828,477	4,419,431	65%	814,462		0%	7,642,939	3,153,123	41%	1,266,308
501	Internal Service Fund	4,404,028	1,182,227	27%	170,787		0%	4,574,815	1,698,115	37%	(515,888)
505	Workers' Compensation	1,204,381	304,777	25%	-		0%	1,204,381	241,146	20%	63,631
506	Insurance Fund	3,140,381	776,654	25%	-		0%	3,140,381	480,045	15%	296,610
510	Utilities	1,518,531	402,482	27%	-		0%	1,518,531	523,577	34%	(121,096)
	Revenue Sub Total	205,948,850	104,950,088	51%	87,385,154	123,225	0%				
	Combined Revenue & Expenditures	**293,334,004**	**105,073,314**	**36%**				**293,334,004**	**94,885,330**	**32%**	**10,187,984**

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
MAR 07 2017

TO: Board of County Commissioners

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

DATE: March 6, 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# 06990-115-000 Tashina Harruff.....	**171.21**
TOTAL	**$ 171.21**

The requested action is for the Board to approve the refund totaling $171.21. 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

805 S. Tyndall Parkway
Callaway, FL 32404
850.872.4654

801 Florida Avenue
Lynn Haven, FL 32444
850.271.8850

CHUCK PERDUE
TAX COLLECTOR
BAY COUNTY, FLORIDA

P.O. Box 2285 Panama City, FL 32402-2285

850 W 11th Street
Panama City, FL 32401
850.248.8501

17109 Panama City Beach Pkwy
Panama City Beach, FL 32413
850.233.5035

February 16, 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 2015 property taxes for parcel number 06990-115-000 assessed in the name of Tashina Harruff. This refund is due to an assessment and/or exemption error.

Your pro-rata share for this refund is $ 171.21. Please remit our office your check in this amount made payable to Chuck Perdue, 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
Effective 11/12

COMPLETED BY APPLICANT

Applicant name TASHINA HARRUFF	County BAY	Date 2-15-2017
I am applying for a refund of $ 508.38 For the tax year(s) 20 15 20___ 20___ 20___	Mailing address	4903 HALLCK CIRCLE LAS VEGAS, NV 89115

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: Feb 15, 2017

STOP **Applicant:** File this form and supporting documents with your **County Tax Collector.**

COMPLETED BY TAX COLLECTOR

☐ Approved	Parcel ID 06990-115-000	Date received
☐ Denied	Page and number	Check #

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

Explanation:

Signature — Title: Tax Collector — Date: 2.16.17

Tax collector instructions for submitting to DOR, if $2,500 or above or otherwise required

Complete DR-462 and send with:
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

For taxes paid in error:
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

2015-168

BC-409
R. 06/98

Sections 197.131 and 197.122, F.S.,
and Rules 12D-8.021 and 12D-13.006(2) F.A.C.

Bay County, Florida

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	06990-115-000	O.R. Book & Page Number	ORB 3622 P 812
Name & Address	HARRUFF, TASHINA J 4903 HAUCK CIR LAS VEGAS, NV 89115 2284	Tax Roll Description	WATER'S EDGE COM AT SW COR LOT 22 See Tax Roll For Complete Legal

The Initial Assessed Valuation Was:		The Correct Assessed Valuation Is:	
Market Value	95,044	Market Value	95,044
Assessed or Classified Use Value	95,044	Assessed or Classified Use Value	95,044
Exempt Value		Exempt Value	50,000
Taxable Value	95,044	Taxable Value	45,044
Penalty (TPP)		Penalty (TPP)	
Initial Total Tax	1,334.87	Corrected Total Tax	805.31

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. ACTIVE DUTY MILITARY.

REASON CODE 02

TAX DIST 002

Dan Sowell, Property Appraiser Sheila Gray 2/16/2017

County Property Appraiser/Deputy (Title) Date

Sheila Gray
Quality Control

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

CHUCK PERDUE
BAY COUNTY TAX COLLECTOR

2015 REAL ESTATE NOTICE-RECEIPT
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY I.D. NUMBER	ESCROW CD	EXEMPTIONS	DIST CD
06990-115-000	0170		0002

TAX BILL NUMBER R0211390

HARRUFF, TASHINA J
4903 HAUCK CIR

LAS VEGAS NV 89115-2284

.195
WATER'S EDGE 132A3
COM AT SW COR LOT 22 N ALG E
R/W BERTHE AV 22.80' FOR POB
TH CONT N 59.80' E 144' S 59.8
SITE: 617 BERTHE AVE S PANAMA CITY 32404

000001

MAILING ADDRESS: P.O. BOX 2285, PANAMA CITY, FL 32402 * (850)-248-8501 * http://tc.co.bay.fl.us

AD VALOREM TAXES

TAXING AUTHORITY	MILLAGE RATE	ASSESSED VALUE	EXEMPTION VALUE	TAXABLE VALUE	TAXES LEVIED
COUNTY	.00465000	95,044		95,044	441.95
SCHOOL RLE	.00495900	95,044		95,044	471.32
SCHOOL DISC	.00194800	95,044		95,044	185.11
CALLAWAY	.00225000	95,044		95,044	213.85
NW FL WATER MGT	.00003780	95,044		95,044	3.59
CO MOSQUITO	.00020000	95,044		95,044	19.01

********** PAID **********
11/25/2015 5526631
R0211390 2015 $1,281.48
PAYER: CORELOGIC R E TAX S

TOTAL MILLAGE .01404480 AD VALOREM TAXES

RETAIN THIS PORTION FOR YOUR RECORDS
WALK-IN CUSTOMERS
PLEASE BRING FOR RECEIPT
AFTER MARCH 31st, TAXES MUST BE PAID WITH CASH, CASHIERS CHECK, OR MONEY ORDER.

NON-AD VALOREM ASSESSMENTS

LEVYING AUTHORITY	RATE	AMOUNT

NON-AD VALOREM ASSESSMENTS

COMBINED TAXES AND ASSESSMENTS

See reverse side for important information

IF PAID BY PLEASE PAY:	11/30/2015	12/31/2015	01/31/2016	02/29/2016	03/31/2016	
	1,281.48	1,294.82	1,308.17	1,321.52	1,334.87	

CHUCK PERDUE
BAY COUNTY TAX COLLECTOR

2015 REAL ESTATE
NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS

PROPERTY I.D. NUMBER	ESCROW CD	EXEMPTIONS	DIST CD
06990-115-000	0170		0002

TAX BILL NUMBER R0211390

HARRUFF, TASHINA J
4903 HAUCK CIR

.195
WATER'S EDGE 132A3
COM AT SW COR LOT 22 N ALG E
R/W BERTHE AV 22.80' FOR POB
TH CONT N 59.80' E 144' S 59.8

********** PAID **********
11/25/2015 5526631 15-2284
R0211390 2015 $1,281.48
PAYER: CORELOGIC R E TAX S

PLEASE PAY IN U.S. FUNDS TO CHUCK PERDUE, TAX COLLECTOR, P.O. BOX 2285, PANAMA CITY, FL 32402 * (850)-248-8501 * http://tc.co.bay.fl.us

IF PAID BY PLEASE PAY:	11/30/2015	12/31/2015	01/31/2016	02/29/2016	03/31/2016	
	1,281.48	1,294.82	1,308.17	1,321.52	1,334.87	

Bay County Board of County Commissioners
Agenda Item Summary

Approve By-laws of the Citizen's Oversight Committee

DEPARTMENT MAKING REQUEST/NAME:	**MEETING DATE:** 3/21/2017
Office of County Attorney Don Banks, County Attorney	

REQUESTED MOTION/ACTION:
Board to review and approve the initial By-Laws of the Citizen's Oversight Committee for the Bay County Infrastructure Surtax.

AGENDA	**BUDGETED ITEM?** N/A
County Attorney - Consent	BUDGET ACTION: NONE NEEDED. FINANCIAL IMPACT SUMMARY STATEMENT: N/A

BACKGROUND:
On December 20, 2016, the Board of County Commissioners adopted Resolution No. 3423, establishing the Citizen's Oversight Committee for the Bay County Infrastructure Surtax ("Committee"). On March 13, 2017, the Committee held its organizational meeting, electing a Chairperson and Vice-Chairperson.

The By-laws provide guidance as to future meetings, conduct of meetings, official acts, amendments, rules of procedure, public participation, minutes, terms, and attendance. As part of the organizational meeting, the County Attorney presented the Committee with draft By-laws for their consideration and approval. After some discussion the Committee approved the attached By-laws. They agreed to meet every two weeks at the beginning and later revisit the schedule as needed.

Staff recommends the Board approve the By-laws submitted on behalf of the Citizen's Oversight Committee (**Attachment 1**).

ATTACHMENTS:

Description	Type
By-laws submitted on behalf of Oversight Committee	Cover Memo

BYLAWS OF THE CITIZEN'S OVERSIGHT COMMITTEE FOR THE BAY COUNTY INFRASTRUCTURE SURTAX

In order to govern its function and operation in a manner consistent with the Enabling Resolution No. 3423 adopted by the Bay County Board of County Commissioners (hereinafter the "BCC") on December 20, 2016, the CITIZEN'S OVERSIGHT COMMITTEE FOR THE BAY COUNTY INFRASTRUCTURE SURTAX (hereinafter the "Committee") hereby adopts as its Bylaws the following:

ARTICLE I.
APPLICABLE FLORIDA LAWS AND BCC POLICIES

Section 1.1 **Public Records Law and E-Mails:** Each member of the Committee shall comply with the Florida's Public Records Law, Chapter 119, Florida Statutes, as may be amended from time to time.

Section 1.2 **Government in the Sunshine Law:** Each member of the Committee shall comply with the Florida Government in the Sunshine Law, Chapter 286, Florida Statutes, as may be amended from time to time.

Section 1.3 **Code of Ethics:** The Committee shall comply with applicable local and state laws with regard to the Florida Code of Ethics for Public Officers and Employees, including, but not limited to: Bay County Code Sec. 2-108 governing "Conflicts of Interest; "Fla. Stat. 112.313 governing "Standards of Conduct for Public Officers;" and Fla. Stat. 112.3143 governing "Voting Conflicts."

ARTICLE II.
OFFICERS AND DUTIES

Section 2.1 Immediately upon adoption of these Bylaws, the Committee shall elect from among its members a Chairperson and a Vice-Chairperson, each of whom shall serve a term on one year.

Section 2.2 The Chairperson shall preside at all meetings. In the event of the Chairperson's absence, or at the direction of the Chairperson, the Vice-Chairperson shall assume the powers and duties of the Chairperson.

Section 2.3 In the event that either the Chairperson or the Vice-Chairperson is unable to complete their terms, the Committee shall, as soon as reasonably possible, elect a replacement from among its members.

ARTICLE III.
TERM OF MEMBERS

Section 3.1 The Committee shall consist of nine (9) members all appointed by the Board of County Commissioners, five (5) of which shall be nominated by the Board of County Commissioners, one (1) of which shall be nominated by the Board of Directors of the Panama City/Bay County Chamber of Commerce, one (1) of which shall be nominated by the Board of Directors of the Panama City Beach Chamber of Commerce, one (1) of which shall be nominated by the Bay Economic Development Alliance, and one (1) of which shall be nominated by the Committee. The terms of the five (5) members appointed by the Bay County Board of County Commissioners shall run concurrently with the Commissioner which made the nomination. All other members shall serve two (2) year terms. Members may be removed anytime without cause by the Board of County Commissioners. The Committee shall remain in existence during the entire ten (10) year term of the Tax.

ARTICLE IV.
MEETINGS

Section 4.1 **Regular Meetings:** The Committee shall hold regular meetings at a place and time agreeable to the members. However, in no event will the Committee meet less than twice a year.

Section 4.2 **Special Meetings:** The Chairperson may call a special meeting of the Committee to discuss any issue properly before the Committee. Such special meeting may be convened only after notification is given to each member of the Committee and after public notice is given no later than forty-eight (48) hours before the special meeting is scheduled to begin.

Section 4.3 **Public Participation:** The Committee will be open to the public and reasonable public comment will be allowed on matters being considered by the Committee.

Section 4.4 **Meeting Agendas:** The County Staff Support Person shall assist the Chairperson of the Committee in developing an agenda for each meeting of the Committee. Any member of the Committee may request that appropriate items be placed on the agenda.

Section 4.5 **Official Acts and Quorum:** Any and all official acts by the Committee shall require a majority vote of the members present. However, the Committee shall take no such action unless a quorum is present at the meeting. In order to constitute a quorum, there must be a majority of the Committee's current membership present at the meeting. The minutes of the meeting shall reflect the number of affirmative votes on a motion and shall specify the names of any members voting against the motion.

Section 4.6 **Meeting Minutes:** Minutes shall be taken at all regular and special meetings of the Committee. The County Staff Support Person shall assist the Chairperson

in determining the manner in which the minutes of the meeting shall be prepared and filed with the County.

Section 4.7 **Procedure:** The Rules of Procedure of the Board of County Commissioners of Bay County shall govern the procedure of all meetings.

ARTICLE V.
AMENDMENTS TO BYLAWS

Section 5.1 **Amendments:** At any regular or special meeting of the Committee, these Bylaws may be amended by an affirmative vote of a majority of the members present at the meeting.

Section 5.2 **Approval:** Bylaws shall become effective upon the approval of the Board of County Commissioners of Bay County.

ARTICLE VI.
ATTENDANCE AND REPLACEMENT OF MEMBERS

Section 6.1 **Attendance at Meetings:** In the event a member is absent from two of three successive regular meetings of the Committee, the member may be dismissed from the Committee at the discretion of either the Chairperson or the County Staff Support Person. For the purposes of this Section, a member is considered absent if he/she is absent from more than half the duration of the meeting.

Section 6.2 **Replacement of Members:** In the event a vacancy occurs in the membership of the Committee, either through resignation or dismissal, the County Staff Support Person shall assist the Chairperson in determining whether the vacancy should be filled. If it is determined that the vacancy will be filled, a new member shall be appointed as soon as reasonably possible.

THESE BYLAWS were approved by the Bay County Oversight Committee for the Bay County Infrastructure Surtax, at a duly held meeting on March 13, 2017.

_____
Douglas Moore, Committee Chairman

ATTEST:

_____
Bill Kinsaul, Clerk

BOARD OF COUNTY COMMISSIONERS
FOR BAY COUNTY
Approved on _____

_____
William T. Dozier, Chairman

Bay County Board of County Commissioners
Agenda Item Summary

Hwy 390 Subordination of County Utility Interest to FDOT

DEPARTMENT MAKING REQUEST/NAME:
Office of County Attorney Don Banks, County Attorney

MEETING DATE: 3/21/2017

REQUESTED MOTION/ACTION:
Board to review and approve a Resolution subordinating the County's utility interest to the Florida Department of Transportation to assist in the Hwy. 390 Widening Project.

AGENDA
County Attorney - Consent

BUDGETED ITEM? N/A
BUDGET ACTION:
NONE NEEDED.
FINANCIAL IMPACT SUMMARY STATEMENT:
N/A

BACKGROUND:
The third phase of the Florida Department of Transportation (FDOT) project to widen State Road 390, parcel 107.3, runs from Jenks Avenue to Hwy. 77. In anticipation of the widening project, FDOT has requested that Bay County execute the attached Resolution and Subordination Agreement to subordinate its utility interests at this parcel. The parcel is located in the area of the Wildridge Subdivision, near the intersection of Maine Avenue and Hwy. 390. Staff has reviewed the request and recommends that the Board sign the subordination instrument and resolution in favor of FDOT. The attached Exhibit 1 is the vicinity maps and Resolution for this property. The attached Exhibit 2 is the Subordination of County Utility Interests in favor of FDOT.

These documents, once signed, will be returned to FDOT, District Three for execution and recording by the Department of Transportation.

ATTACHMENTS:

Description	Type
Resolution and Vicinity Maps Ex	Cover Memo
Subordination of County Utility Interest	Cover Memo

UTL.03

March 7, 2017

This instrument prepared by,
or under the direction of,
Scott Calais
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Parcel	107.3
Item/Segment No.	2178754
Managing District	3
S.R. No.	390
County	Bay

RESOLUTION

ON MOTION of Commissioner _____, seconded by Commissioner _____, the following Resolution was adopted:

WHEREAS, the State of Florida Department of Transportation purposes to construct or improve State Road No. 390, F.P. No. 2178754, in Bay County, Florida: and

WHEREAS, it is necessary that certain easement rights now owned by Bay County be subordinated to the rights of the State of Florida Department of Transportation: and

WHEREAS, said subordination is in the best interest of the County: and

WHEREAS, the State of Florida Department of Transportation has made application to said County to execute and deliver to the State of Florida Department of Transportation the attached subordination of utility interest, or interests, if favor of the State of Florida, and said request having been duly considered

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Bay County, that the application of the State of Florida Department of Transportation for a subordination of utility interest, or interests, is for transportation purposes which are in the public or community interest and for public welfare; that a subordination of utility interest, or interests, in favor of the State of Florida Department of Transportation, in Washington County, should be drawn and executed by this Board of County Commissioners. Consideration shall by $0.00.

BE IT FURTHER RESOLVED that a certified copy of this Resolution be forwarded forthwith to the State of Florida Department of Transportation at 1074 Highway 90, Chipley, Florida 32428.

Passed, approved, and adopted by the Board of County Commissioners of Bay County, Florida this _____ day of _____, 2017.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY

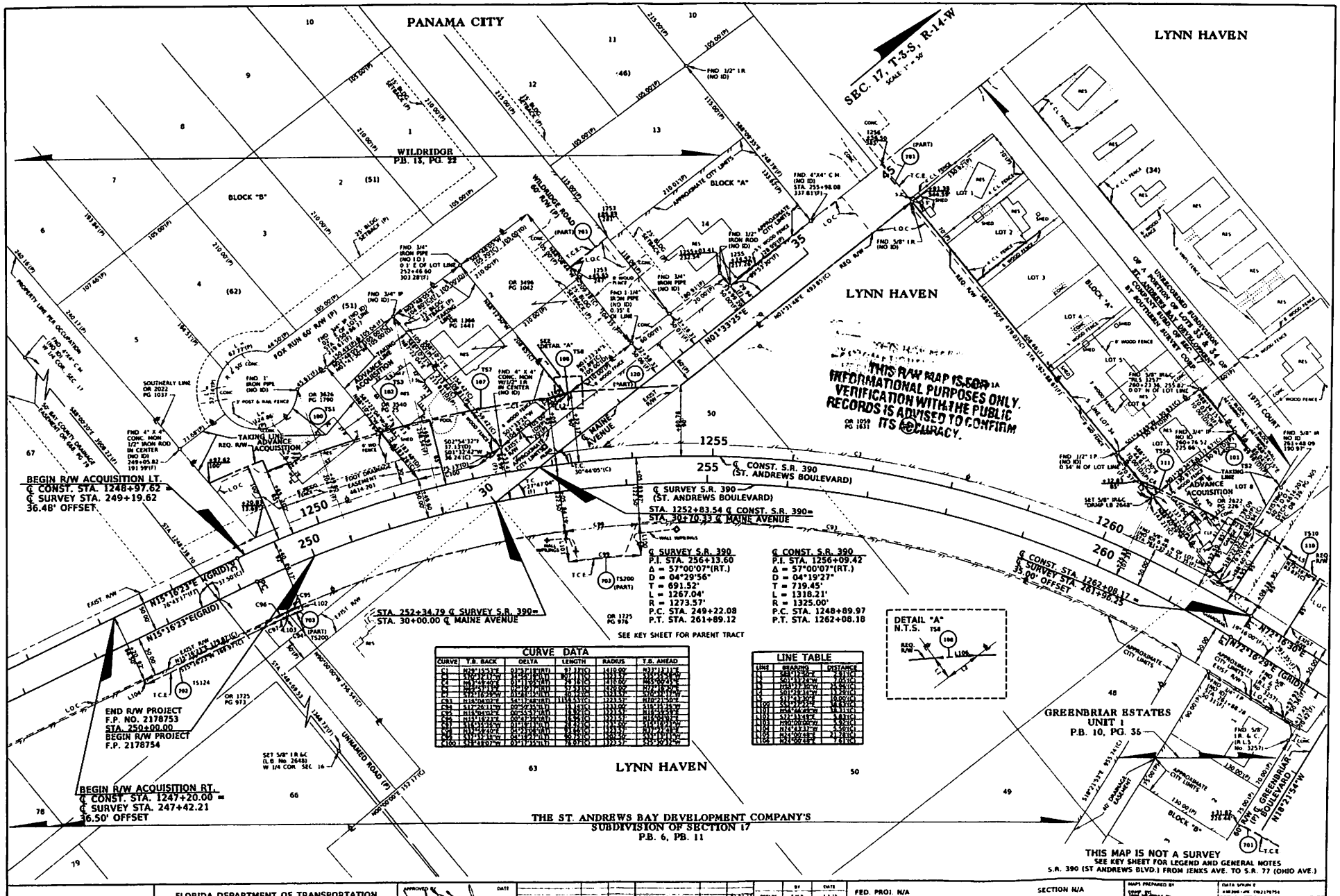
_____
William T. Dozier, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk of Circuit Court

APPROVED AS TO FORM:

_____
County Attorney's Office


PANAMA CITY
LYNN HAVEN
SEC. 17, T-3-S, R-14-W
WILDRIDGE
P.B. 13, PG. 22
BLOCK "B"
BLOCK "A"
WILDRIDGE ROAD
60' R/W (P)
APPROXIMATE CITY LIMITS
LYNN HAVEN
THIS R/W MAP IS FOR INFORMATIONAL PURPOSES ONLY. VERIFICATION WITH THE PUBLIC RECORDS IS ADVISED TO CONFIRM ITS ACCURACY.
OR 1959 PG 1631
UNRECORDED SUBDIVISION OF A PORTION OF LOTS 3 & 34 OF ST. ANDREWS BAY DEVELOPMENT COMPANY'S SOUTHERN SURVEY CORP.
19TH COURT
BEGIN R/W ACQUISITION LT.
℄ CONST. STA. 1248+97.62
℄ SURVEY STA. 249+19.62
36.48' OFFSET
℄ SURVEY S.R. 390
(ST. ANDREWS BOULEVARD)
STA. 1252+83.54 ℄ CONST. S.R. 390=
STA. 30+70.33 ℄ MAINE AVENUE
℄ CONST. S.R. 390
(ST. ANDREWS BOULEVARD)
℄ MAINE AVENUE
℄ SURVEY S.R. 390
P.I. STA. 256+13.60
Δ = 57°00'07"(RT.)
D = 04°29'56"
T = 691.52'
L = 1267.04'
R = 1273.57'
P.C. STA. 249+22.08
P.T. STA. 261+89.12
℄ CONST. S.R. 390
P.I. STA. 1256+09.42
Δ = 57°00'07"(RT.)
D = 04°19'27"
T = 719.45'
L = 1318.21'
R = 1325.00'
P.C. STA. 1248+89.97
P.T. STA. 1262+08.18
SEE KEY SHEET FOR PARENT TRACT
CURVE DATA
LINE TABLE
DETAIL "A"
N.T.S.
℄ CONST. STA. 1262+08.17 =
35.00' OFFSET
STA. 252+34.79 ℄ SURVEY S.R. 390=
STA. 30+00.00 ℄ MAINE AVENUE
END R/W PROJECT
F.P. NO. 2178753
STA. 250+00.00
BEGIN R/W PROJECT
F.P. 2178754
BEGIN R/W ACQUISITION RT.
℄ CONST. STA. 1247+20.00 =
℄ SURVEY STA. 247+42.21
36.50' OFFSET
GREENBRIAR ESTATES
UNIT 1
P.B. 10, PG. 36
THE ST. ANDREWS BAY DEVELOPMENT COMPANY'S
SUBDIVISION OF SECTION 17
P.B. 6, PB. 11
THIS MAP IS NOT A SURVEY
SEE KEY SHEET FOR LEGEND AND GENERAL NOTES
S.R. 390 (ST ANDREWS BLVD.) FROM JENKS AVE. TO S.R. 77 (OHIO AVE.)
RIGHT OF WAY MAP
FLORIDA DEPARTMENT OF TRANSPORTATION
SURVEYING AND MAPPING
FED. PROJ. N/A
SECTION N/A

23-UTL.02-03/03

March 7, 2016

This instrument prepared by,
or under the direction of
Department of Transportation
P. O. Box 607
Chipley, FL 32428

Legal description approved by:
Ron Gibson

Parcel:	107.3
Item/Segment No.	2178754
Managing District	3
S.R. No.	390
County	Bay

SUBORDINATION OF COUNTY UTILITY INTEREST

THIS AGREEMENT is entered into on _____ , 20_, by and between BAY COUNTY, FLORIDA (County), and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT), whose address is Post Office Box 607, Chipley, Florida 32428.

WITNESSETH:

WHEREAS, the County presently has an interest in land that is necessary for highway purposes and the County has facilities located on the land.

WHEREAS, the proposed use of the land for highway purposes will require subordination by the County to the FDOT of the interest claimed in the land.

WHEREAS, the FDOT is willing to pay to have the County's facilities relocated, if necessary to prevent conflict with the facilities on the FDOT's project #2178754.

THEREFORE, in consideration of the mutual covenants and promises of the parties, the County and the FDOT agree as follows:

1. The County subordinates to FDOT, its successors or assigns, its interest in the following described land:

"The South 105 feet to Lots 1 and 2, of Block "F", Wildridge Subdivision as per Plat thereof Recorded in Plat Book 13, Page 22, of the Public Records of Bay County, Florida.";

Containing 0.512 acres, more or less.

The interest of the County being subordinated includes, but is not necessarily limited to, the interest created by the following described document:

INSTRUMENT	DATE	FROM	TO	BOOK/PAGE
Land and Building Restrictions	8/29/79	Wildwood Land Development, Inc.	Public Works	RO 746 PG 504

2. The County shall have the right to relocate its facilities within the FDOT right of way and the right to receive reimbursement from the FDOT for the relocation. Subsequent to the relocation, the County shall have the right to operate and maintain its facilities within the FDOT right of way, subject to the provisions of the permit and the Utility Accommodation Manual. However, any new construction or relocation, subsequent to the first relocation, shall be subject to the approval of the FDOT. (Approval shall not be withheld or delayed unreasonably.) If the FDOT does not allow the first relocation of the facilities within the right of way or should the FDOT require any subsequent relocation of the facilities, the FDOT agrees to pay the cost of such relocation, including the cost of acquiring any necessary easements. All work performed and facilities located within the right of way by the County, and all payments and reimbursements by the FDOT to the County, shall be in accordance with the FDOT's construction plans for the project and the rules, procedures, and Utility Accommodation Manual, which are in effect at the time this agreement is executed by the County.

3. Notwithstanding the terms of this subordination agreement, the terms of the utility permits shall supersede any conflicting provisions, with the exception of the terms providing for reimbursement rights.

4. The County shall have the right to enter upon the right of way for the purposes stated in paragraph 2. Maintenance of the facilities shall include the right to trim trees, brush, and growth, which might adversely affect the facilities, provided there a are no adverse effects on the operation and safety of the FDOT's facilities.

5. Subject to the provisions of Paragraph 2 above, the County agrees to repair any damages to the FDOT facilities resulting from the act or omission of the County.

IN WITNESS WHEROF, the FDOT hereto has executed this agreement on the day and year first above written.

Signed, sealed and delivered
in the process of witnesses:

_____
Krissy Cook

_____
Barbie Pettis

STATE OF FLORIDA DEPARTMENT
OF TRANSPORTATION:

_____
Phillip Gainer, P.E.
Title: District Secretary for District 3

STATE OF FLORIDA

COUNTY OF WASHINGTON

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by Phillip Gainer, as Secretary for District 3, who is personally known to me or who has produced _____ as identification.

_____
Deborah H. Barbie
Notary Public in and for the County and State last aforesaid. My Commission Expires: August 1, 2018
Serial No., if any: FF 142353

IN WITNESS WHEREOF, the County has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairperson of Vice-Chairperson of said Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY

_____
William T. Dozier, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk of Circuit Court

APPROVED AS TO FORM:

_____
County Attorney's Office

STATE OF FLORIDA

COUNTY OF BAY

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____, who is personally known to me or who has produced _____ as identification.

_____
Notary Public in and for the County and State last Aforesaid. My Commission Expires: _____
Serial No., if any:_____

Bay County Board of County Commissioners
Agenda Item Summary

Yard Debris Grinding Services

DEPARTMENT MAKING REQUEST/NAME:
General Services / Don Murray, Director

MEETING DATE: 3/21/2017

REQUESTED MOTION/ACTION:
Board to award contract and authorize the Chairman to execute a two-year contract with three (3) additional one-year renewals with Redmond's Inc. to provide yard debris processing services at the Steelfield Road Landfill.

AGENDA
General Services - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
Financial impact is the same as current year. This has been budgeted in the Solid Waste Fund.

BACKGROUND:
The Solid Waste Division accepts yard debris and other vegetative waste from both commercial and residential customers. State regulations prohibit this type of material from being landfilled into a lined cell, such as those used at Bay County's Steelfield Road Landfill. In order to comply with the regulations and to continue to provide a disposal mechanism for this type of material, it is ground into mulch. The processed mulch may then be utilized as fuel for the Waste-to-Energy Facility, as a soil amendment, road base or mixed in a 50/50 ratio with soil and used as initial cover on the landfill.

During the last two fiscal years (FY15&F16), the Steelfield Road Landfill processed an average of 11,004 cubic yards of vegetative waste at an average annual cost of $79,779.00.

ITB 17-15 Yard Debris Processing Services was advertised on February 10, 2017. The following response was received and opened on March 3, 2017. The term of the contract shall commence April 1, 2017 and continue in effect through March 31, 2019. Upon mutual agreement between the County and successful bidder, the contract may be renewed for three (3) additional one year periods under the same terms and conditions.

BIDDERS	BASE BID Price per cubic yard
Redmonds, Inc.	$7.25

Redmond's, Inc. was the only responding vendor. Redmond's has been the contract vendor for yard debris processing services for the past several years at the same current pricing. Therefore, Staff recommends that the Board award the contract for yard debris processing services to Redmond's, Inc.

ATTACHMENTS:

Description	Type
Yard Debris Grinding Services	Exhibit

CONTRACT 17-15
YARD DEBRIS PROCESSING SERVICES

This Contract, dated _____ is between the Bay County Board of Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and Redmond's Inc., located at 8115 N. Lagoon Drive, Panama City Beach, FL 32408 ("Contractor").

1. Scope of Work

Yard debris and other vegetative waste, from both commercial and residential customers, is accepted at the Bay County Waste-to-Energy Facility located at 6510 Bayline Drive and the Steelfield Road Landfill located at 11411 Landfill Road. The County desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies to reduce yard debris and other vegetative waste to mulch. The majority of the waste is made up of items such as leaves, palm fronds, small limbs, etc. A small percentage of the waste is comprised of large tree trunks and stumps. The mulch produced will be stockpiled at its existing location. No trucking or transport services will be required to remove the debris from the site. The Contractor will perform those services stated in the attached **Exhibit 1**, Bay County Solid Waste Yard Debris Processing Services Scope of Work.

The Contractor hereby agrees to provide the services to the County according to ITB 17-15 Yard Debris Processing Services, 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.

2. Term

This Contract shall commence April 1, 2017 and continue in effect through March 31, 2019. At the sole discretion of the County and based on the satisfactory performance of Contractor, the Contract may be renewed for three (3) additional one-year periods under the same terms and conditions. No price adjustments may be allowed during the first twelve (12) months of the contract. Price increases will be considered after the first 12 months if substantiated by the producer price index. Written notice of a request for pricing changes and proof to substantiate must be submitted to the Bay County Purchasing Department at no less than 90 days prior to the anniversary date of this contract.

3. Contract Price

The Contractor shall invoice the County based on the Contractor's proposal cost of $7.25 per cubic yard of processed mulch as described in this agreement and ITB17-15.

Payments shall be made in accordance with the Florida Prompt Payment Act, Chapter 218, Florida Statutes.

4. 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.

5. 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.

6. Cooperation

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

7. 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.

8. 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 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.

e. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

10. Public Records Custodian

If the Contractor has 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 County General Services Director 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.

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 3** to this Contract and incorporated by reference.

14. Hold Harmless and Indemnification

a. The Contractor shall indemnify and hold harmless the County, and its officers and employees, from claims, suits, actions, damages, liabilities, expenditures, or causes of action of any kind, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage, or liability incurred by any of them, whether for bodily or personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly, on account of or in connection with Contractor's performance of the contract or by any person, firm, or corporation to whom any portion of the performance of this Contract is subcontracted to or used by the Contractor, or by any other person.

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 Contract 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

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 Contract 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.

d. 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 Solid Waste Division
Attn: Glenn Ogborn
11411 Landfill Road
Panama City, FL 32409

For the Contractor:
Redmond's Inc.
Attn: David Redmond
8115 N. Lagoon Drive
Panama City Beach, FL 32408

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. 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.

19. 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.

20. Termination for Cause

a. This Contract may be terminated by the County if the successful bidder 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.

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. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

23. 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.

[SIGNATURES ON THE FOLLOWING PAGE]

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. Dozier, Chairman

Attest:

_____
Bill Kinsaul, Clerk of Court

Approved as to form

_____
Office of Bay County Attorney

REDMONDS, 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 _____ and with proper authority, and who is personally known by me or produced identification of _____.

_____
Notary Public

EXHIBITS:

1. Scope of Work
2. Contractor's Response to ITB 17-15
3. Insurance Requirements

EXHIBIT 1
SCOPE OF WORK
BAY COUNTY SOLID WASTE MANAGEMENT
YARD TRASH PROCESSING SERVICES

Nature of work: Services to reduce yard trash and other vegetative waste to mulch. The mulch produced will be stockpiled at its existing location. No trucking or transport services will be required to remove the debris from the site.

Waste composition: The Solid Waste Division accepts yard trash and other vegetative waste from both commercial and residential customers. The debris is deposited at either one of two drop off sites at the facility. The majority of the waste is made up of items such as leaves, palm fronds, small limbs, etc. A small percentage of the waste is comprised of large tree trunks and stumps.

Quantity: Last fiscal year the Bay County Solid Waste Division processed approximately 3,600 tons of Yard Debris, the majority of which was converted into mulch for use at the landfill. The percentages and quantities may change based on operational needs. There is no minimum or maximum quantity guaranteed. This service will be utilized on an as needed basis, depending on the needs at the Landfill.

Performance Standards: The mulch produced from the operation may be utilized as a soil amendment, road base or mixed in a 50/50 ratio with soil and used as initial cover on the landfill. In order to make the mulch practical for these purposes, it shall be screened with a shaker screen, rotary trammel or other such method to remove residual soils and other non-vegetative materials prior to grinding. The grinding process shall reduce the material down to a level in which 90% of the mulch produced is below 6” in length.

Basis of Payment: Payment shall be based per cubic yard of processed mulch produced. The production amount will be determined by cubic yard measurements of the processed mulch. All costs incidental to mobilization/de-mobilization shall be included in the bid price.

The yard debris that is accepted at our collection points is screened as much as possible to insure that it contains only vegetative waste and does not contain prohibited waste such as metals or household garbage. However, prohibited items do occasionally occur in the stockpiled waste. Bay County assumes no liability for damages to equipment incurred by contractor due to foreign objects.

EXHBIT 2
CONTRACTORS RESPONSE TO ITB 17-15

Original

BAY COUNTY BOARD OF COUNTY COMMISSIONERS

PURCHASING DEPARTMENT
840 WEST 11th STREET
SUITE 2500
PANAMA CITY, FLORIDA 32401

INVITATION TO BID

YARD DEBRIS PROCESSING SERVICES

SUBMITTED BY:

Redmond's Inc

David Redmond

ITB No. 17-15

BID FORM
ITB NO: 17-15

This proposal of Redmond's Inc, hereinafter called "BIDDER," organized and existing under the laws of the State of Florida doing business as Redmond's Inc. (Insert "a corporation", "a partnership" or "an individual" as applicable), is hereby submitted to the Board of County Commissioners, Bay County, hereinafter called "OWNER."

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 on the drawings and in compliance with the Contract Documents and Specifications, complete in every detail.

The **Price per cubic yard processed mulch is:**

Seven dollars and twenty five cents per cubic yard
(Words)

($ 7.25)

Submitted By: Redmond's Inc.
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: David Redmond
Name of Individual Who Prepared This Bid

Contact Email: david71@knology.net

Address: 8115 N Lagoon Dr

Phone: 850-249-2644

Contractor's License No. CBC1259528 RU11066619

Signature of Authorized Representative of Firm/Contractor

3/1/2017
Date

SEAL: (If bid is by Corporation)

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO._____ DATED_____

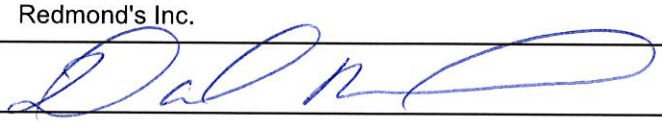
ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

ADDENDUM NO._____ DATED_____

Name of Firm: Redmond's Inc.

Authorized Signature: 

Printed Name: David Redmond

Title: President

Date: 3/1/2017

It is the responsibility of the firm to ensure that they have received addendums if issued.

Call (850) 248-8270 or email Purchasing@baycountyfl.gov prior to submitting your bid to ensure that you have received addendums.

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: Redmond's Inc.

Authorized Signature:

Printed Name: David Redmond

Title: President

Date: 3/1/2017

CONFLICT OF INTEREST DISCLOSURE FORM

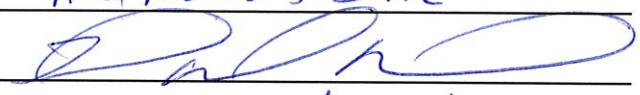
For purposes of determining any possible conflict of interest, all firms, must disclose if any Bay County Board of County Commissioner(s), employee(s), elected officials(s), or any of its agencies is also an owner, corporate officer, agency, employee, etc., of their firm.

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.

YES_____ NO N/A

NAME(S)	POSITION(S)

Name of Firm: Redmond's Inc

Authorized Signature: 

Printed Name: David Redmond

Title: President

Date: 3/1/17

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:

(Check one and sign in the space provided.)

__X__ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

Name of Firm: Redmond's Inc.

Authorized Signature:

Printed Name: David Redmond

Title: President

LOCAL BUSINESS CERTIFICATION

The undersigned, as a duly authorized representative of the firm listed herein, certifies to the best of his/her knowledge, that the firm meets the definition of a "Local Business". "Local Business" is defined as a business which:

1. Has had a fixed office located in and having a street address within Bay County for at least twelve (12) months immediately prior to the issuance of the request for competitive bids or request for proposals by the county, which office shall operate and perform business on a daily basis; and,
2. Is the principle offeror who is a single offeror; a business that is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses; and,
3. If applicable, holds any business license required by Bay County and/or municipality within Bay County.

Business Name: Redmond's Inc
Current Local Address: 8115 N Lagoon Dr Panama City Beach, FL 32408
If the above address has been for less than 12 months, please provide prior address: Length of time at this address:
Principle Office Address (Home Office):

Name of Firm: Redmond's Inc

Authorized Signature:

Printed Name: David Redmond

Title: President

Date: 3/1/2017

QUESTIONNAIRE TO ACCOMPANY BID
(TO BE COMPLETED BY THE BIDDER)

A. Provide a brief description of the Contractor's experience performing tasks similar to those described in Attachment 2 Scope of Work.

Currently providing grinding service for Bay County Landfield for past four years

B. Provide a list of personnel the Contractor proposes to use on this project including their training/qualifications and prior experience performing the types of tasks described.

David Redmond operating grinding service for past 11 years

Trent Morgan operating grinding equipment for the past 3 years

C. Provide a list of all tools and equipment that will be available for performing the tasks described, to include trucks, tractors, front-end loaders, dozers, grinding equipment, etc.

horizontal grinder, john deere excavators

D. Provide a written statement indicating that the Contractor understands and will adhere to all requirements of any applicable Federal and State safety laws governing the conduct of the type of tasks.

I David Redmond do by swear to above statement

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 Name and Address: N/A

Work to be performed and $ amount: _____

Subcontractor Name and Address: _____

Work to be performed and $ amount: _____

Subcontractor Name and Address: _____

Work to be performed and $ amount: _____

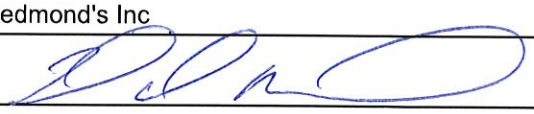
Subcontractor Name and Address: _____

Work to be performed and $ amount: _____

Subcontractor Name and Address: _____

Work to be performed and $ amount: _____

Name of Firm: Redmond's Inc

Authorized Signature: 

Printed Name: David Redmond

Title: President

Date: 3/1/2017

REDMINC-01 CLINDNER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/2/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Stephanie Stewart	
Acentria, Inc - Panama City Office 1007 Jenks Avenue Panama City, FL 32401	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: stephanie.stewart@acentria.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A : Southern Owners Insurance Co. (Auto Owners)	10190
Redmonds Inc. 8115 N Lagoon Drive Panama City Beach, FL 32408	INSURER B : Owners Insurance Co. (Auto Owners)	32700
	INSURER C : Travelers Property Casualty Company of America	25674
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			78577837	10/07/2016	10/07/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 50,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER: General Aggregate							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			4857783700	10/07/2016	10/07/2017	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			78213359	10/07/2016	10/07/2017	X PER STATUTE X OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Equipment Floater			6604H98936A	10/07/2016	10/07/2017	Limit of insurance	793,295

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured including products and operations with respects to GL.
Waiver of Subrogation with respects to Workers Compensation: Any person for whom, or oganization in which, service is performed.
Waiver of Subrogation with respects to auto.
Additional Insured with respects to auto.

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

Bay County Board of Commissioners
840 West 11th Street
Panama City, FL 32401

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: REDMINC-01 CLINDNER

LOC #: 2

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Acentria, Inc - Panama City Office		Redmonds Inc. 8115 N Lagoon Drive Panama City Beach, FL 32408
POLICY NUMBER SEE PAGE 1		
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
Bay County Board of Commissioners is included as additional insured with primary and non-contributory coverage, including products and completed operations, and waiver of subrogation applies when required by written contract for general liability.

Bay County Board of Commissioners is included as additional insured with respect to auto.

30 days notice applies.

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EXHIBIT 3
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. All subcontractors are subject to the same coverages and limits as 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

CR2297 Bridge CEI Services

DEPARTMENT MAKING REQUEST/NAME:
Public Works Department Keith Bryant, P.E., PTOE, Director

MEETING DATE: 3/21/2017

REQUESTED MOTION/ACTION:
Board: 1) Award a contract to Mott MacDonald Florida LLC for Construction Engineering and Inspection Services (CEI) of the CR 2297 Bridge Construction Project in an amount not to exceed $854,583.77; and, (2) Authorize the Chairman to sign the Contract. **(DISTRICT IV)**

AGENDA
Public Works - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
LAP GRANT FUNDS ARE AVAILABLE FOR THE PROJECT CEI IN ACCOUNT 0232-5606535
FINANCIAL IMPACT SUMMARY STATEMENT:

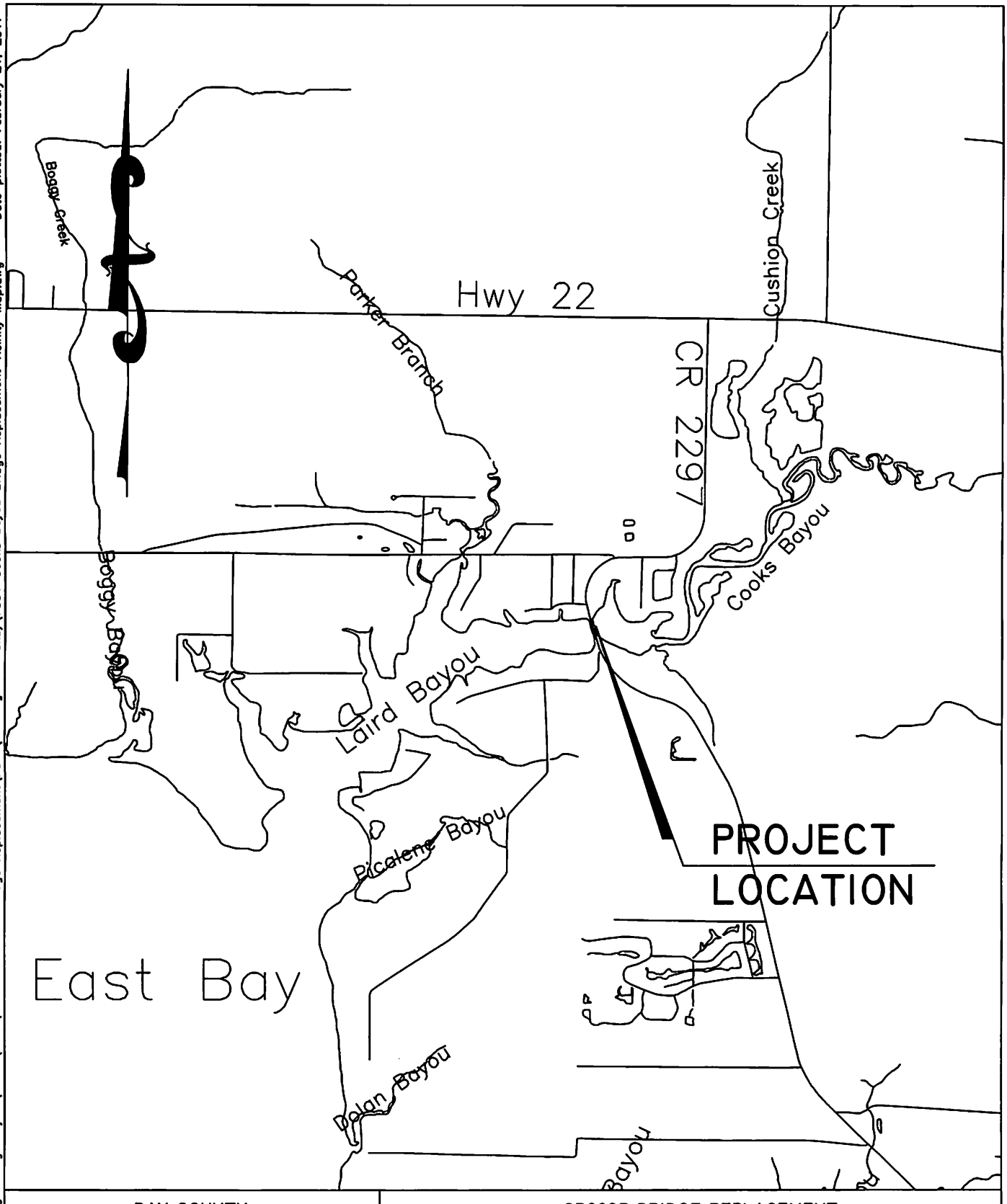
BACKGROUND:
A Request For Qualifications (RFQ) for Construction Engineering and Inspection Services for CR 2297 (Cooks Bayou) Bridge Replacement Project was advertised on January 22, 2016 **(EXHIBIT 1)**. Qualified responses were received from five (5) firms on February 22, 2016. On April 5, 2016, the Board heard presentations from the five firms and authorized staff to negotiate with the first ranked firm Mott MacDonald, Florida, LLC (formerly Hatch Mott MacDonald, Florida, LLC).

Staff has met and negotiated CEI services with Mott MacDonald Florida, LLC for the CR 2297 Bridge Construction Project in an amount not to exceed $854,583.77 and Florida Department Of Transportation has approved this contract amount.

ATTACHMENTS:

Description	Type
CR2297 Bridge CEI Exhibit 1	Exhibit
CR2297 Bridge CEI Exhibit 2	Exhibit

EXHIBIT I



Drawing name: S:\Engineering Project\Active\75xx\7531 C.R. 2297 Bridge Replacement\PDF (Drawings & Plans)\7531 Cooks Bayou Bridge Replacement Vicinity Map.dwg ~ Date plotted: February 21, 2017 - 9:2

BAY COUNTY
PUBLIC WORKS DEPARTMENT
ENGINEERING DIVISION
840 W. 11TH ST.
PANAMA CITY, FL 32401
PHONE: (850) 248-8301

CR2297 BRIDGE REPLACEMENT

VICINITY MAP

Scale	Date Drawn	By	Checked By	Project#	Page
1"=3000'	02/21/17	BWB	NL	7531	1 of 1

PROFESSIONAL SERVICES CONTRACT
16-06 CONSTRUCTION ENGINEERING AND INSPECTION SERVICES FOR CR2297 (COOKS BAYOU) BRIDGE REPLACEMENT PROJECT
Financial Project ID: 433908-1-58-01 AND 433908-1-68-01

This Contract, dated March 21, 2017 is between the Bay County Board of Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County" or "Bay County"), and Mott MacDonald Florida, LLC located at 11-C 23rd Street, Panama City, FL 32405 ("Consultant") for Construction Engineering and Inspection Services for CR2297 (Cooks Bayou) Bridge Replacement Project.

1. Intent

Bay County is engaging the services of the Consultant to provide Construction Engineering and Inspection Services ("CEI"), Resident Compliance Specialist ("RCS"), and Local Agency Program ("LAP") coordination for the CR2297 (Cooks Bayou) Bridge Replacement Project. CEI includes, but is not limited to, total construction engineering and inspection (CEI), surveying, sampling and testing oversight, plans review, and constructability reviews. RCS includes, but is not limited to, compliance with Equal Employment Opportunity ("EEO"), Disadvantaged Business Enterprise ("DBE"), On the Job Training ("OJT"), and Wages and Payroll.

2. Scope of Services

The Consultant will perform those services stated in the Scope of Services attached hereto and incorporated herein as Exhibit 1, which includes Project Scope, Goals, and Specific Project Requirements.

The project is being funded by a Florida Department of Transportation (FDOT) Local Agency Project (LAP) Agreements 433908-1-58-01 and 433908-1-68-01. Federal Requirements are attached hereto and incorporated herein as Exhibit 2.

3. Compensation

a. For the satisfactory completion of the services to be provided under this Contract, Bay County agrees to pay the Consultant a not to exceed fee of $854,583.77. Engineer's Billing Rate Summary is attached as Exhibit 4.

b. Consultant shall submit invoices to the County pursuant to Section 13, *et seq*., of Exhibit 1.

c. Notwithstanding anything contained herein to the contrary (including exhibits and appendices), payments shall be made in accordance with the Florida Prompt Payment Act, Section 218, Florida Statutes.

4. Effective Date and Time of Performance

This Contract shall commence March 21, 2017 and continue in effect through August 1, 2019.

5. Independent Contractor

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

6. Consultant's Personnel

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

7. Cooperation

Consultant will cooperate with the Public Works Director or his/her designee as requested and specifically to allow the County to inspect the performance of work of this Contract. Consultant will further cooperate with the County in providing all necessary documentation required by FDOT and any state and federal requirements.

8. County Representative

The Public Works Director or a designee has authority to designate the work to be done by Consultant, to inspect such work, and to resolve questions which arise between the parties. The Consultant or the Consultant'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.

9. Liaison

Bay County's designated liaison with the Consultant for the purposes of this Contract is Josee Cyr, P.E.

The Consultant's designated liaison with Bay County is David Skipper, P.E.

10. Records / Audits

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

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 Consultant 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 Consultant, or keep and maintain public records required by the County to perform the service. If the Consultant transfers all public records to the County upon completion of the contract, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Consultant keeps and maintains public records upon completion of the contract, the Consultant 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. The Consultant shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

11. Public Records Custodian

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this contract, contact the 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.

12. Insurance

The Consultant represents that it has obtained and will maintain at its expense for the duration of this Contract, those insurance coverage requirements set forth in the attached **Exhibit 3**.

13. Modification, Assignability of Contract

a. This Contract, including all documents incorporated by reference, contain the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, that are not contained in the written contract, are valid or binding. This Contract may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

b. The Consultant may not subcontract or assign its rights (including the right to compensation) or duties arising under this Contract without the prior written consent of the County. Any subcontractor or assignee will be bound by all of the terms and conditions of this Contract and will be required to enter into a written agreement with the County.

14. 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 Consultant. If the contract is terminated by the County as provided herein, the Consultant will be entitled to receive payment in an amount equal to the percentage of for those services reasonably performed to the date of termination.

15. Termination for Cause

a. Notwithstanding the provisions of Section 14, if the Consultant fails to comply with any of the terms and conditions of this Contract, the County may give notice, in writing, to the Consultant 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, the County may, with no further notice, declare this Contract to be terminated. The Consultant will thereafter be entitled to receive payment in an amount equal to the percentage of services reasonably performed to the date of termination, less the amount of reasonable damages suffered by the County by reason of the Consultant's failure to comply with this contract.

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

c. Failure of the Consultant to comply with the provision of Section 17 Laws, Rules, and Regulations shall constitute grounds for the County to immediately terminate this Contract for cause and declare the Consultant to be non-responsible for bidding or proposing on future contracts for one year from the date the County notifies the Consultant of such non-compliance.

16. Documents Incorporated by Reference

Bay County's Request for Qualifications (RFQ 16-06) and all attachments to it, along with the Consultant's Response to the Request for Qualifications are incorporated herein by reference and are material elements of this Contract, including but not limited to all of Consultant's' representations, warranties and obligations thereunder. The County is responsible for compliance with all applicable Federal or State laws. The Consultant specifically agrees to assist the County with ensuring compliance with all applicable Federal or State laws.

17. Laws, Rules and Regulations

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

b. Illegal Alien Labor: Consultant 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. Consultant 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 Consultant that the subcontractor is in compliance with such laws. Consultant 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. Consultant shall pay all cost incurred to initiate and sustain the verification programs.

18. Indemnification and Hold Harmless

a. The Consultant shall indemnify and hold harmless the County, and its officers and employees, from 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 Consultant and other persons employed or utilized by the design professional in the performance of the agreement.

b. The parties understand and agree that such indemnification by the Consultant relating to any matter which is the subject of this Contract shall extend throughout the term of this Contract and any statutes of limitations thereafter.

c. The Consultant's obligation shall not be limited by or in any way to any insurance coverage or by any provision in or exclusion or omission from any policy of insurance.

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

19. Duty to Pay Defense Costs and Expenses

a. The Consultant 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 Indemnification and Hold Harmless paragraph, or 2) other claims arising out of the Consultant's performance of the Contract and in which the County has prevailed.

b. The County shall choose its legal defense team, experts, and consultants and invoice the Consultant 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.

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

20. Severability

The invalidity, in whole or in part, of any section or part of any section of this Contract shall not affect the validity of the remainder of such section or the Contract.

21. Waiver

No term of this Contract may be waived except in a writing signed by the party waiving enforcement. No term of this Contact shall be deemed to be waived by reason of any failure to previously enforce such term. In no event shall the making of any payment required by this Contract constitute or be construed as a waiver by the County of any breach of this Contract or a waiver of any default of Consultant and the making of such payment by the County while any such default or breach shall exist shall in no way impair or prejudice any right of the County.

22. Headings

Section headings are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Contract.

23. 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 Consultant:
Bay County Public Works Department	Mott MacDonald Florida, LLC
Attn: Josee Cyr	Attn: David Skipper, P.E.
840 W. 11th Street	11-C 23rd Street
Panama City, FL 32401	Panama City, FL 32405

The Consultant 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 Consultant's notification of address change is sufficient if sent by email or facsimile.

24. Special Representation

The Consultant represents that nothing of monetary value has been given, promised or implied as remuneration or inducement to enter into this Contract. The Consultant further declares that no improper personal, political or social activities have been used or attempted in an effort to influence the outcome of the competition, discussion or negotiation leading to the award of this Contract. Any such activity by the Consultant shall make this Contract null and void.

25. 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 proposal form and attachments are next.
c. The initial solicitation provisions are final priority.

26. Construction and Venue

This Contract will be construed under and governed by the laws of the State of Florida. In the event of litigation concerning it, venue is the in the courts of Bay County, Florida.

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Contract.

Executed by:

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA

By: _____
William T. Dozier, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk

Approved as to form:

_____
Office of Bay County Attorney

MOTT MACDONALD FLORIDA, LLC

By: _____
(Authorized Representative)

Its: _____

State of _____
County of _____

This Contract was acknowledged and subscribed before me the undersigned notary by _____, as _____of and on behalf of Mott MacDonald Florida, LLC, and with proper authority, and who is personally known by me or produced identification of _____.

_____
Notary Public

EXHIBITS:
1. Scope of Services
2. Federal Requirements and Forms
3. Insurance Requirements
4. Engineer's Billing Rate Summary

EXHIBIT 1
SCOPE OF SERVICES
CONSTRUCTION ENGINEERING AND INSPECTION
FOR CR 2297 (COOKS BAYOU) BRIDGE CONSTRUCTION
Financial Project ID(s): 433908-1

1.0 PURPOSE:

This scope of services describes and defines the Construction Engineering and Inspection (CEI) services and Resident Compliance Specialist (RCS) services which are required for contract administration, inspection, and materials sampling and testing for the construction projects listed below. RCS work will include compliance with Equal Employment Opportunity (EEO), Disadvantaged Business Enterprise (DBE), and Wages and Payroll.

2.0 SCOPE:

Provide services as defined in this Scope of Services, the referenced Bay County and Florida Department of Transportation (FDOT) manuals and procedures.

The projects for which the services are required are:

Financial Project IDs: 433908-1-58-01 and 433908-1-68-01
Descriptions: CR2297 (Cooks Bayou) Bridge Replacement Project
County: BAY

Exercise independent professional judgment in performing obligations and responsibilities under this Agreement. Pursuant to Section 4.1.4 of the Construction Project Administration Manual (CPAM), the authority of the Consultant's lead person.

Services provided by the Consultant shall comply with Bay County and FDOT manuals, procedures, and memorandums in effect as of the date of execution of the Agreement unless otherwise directed in writing by the County. Such FDOT manuals, procedures, and memorandums are found at the State Construction Office's website.

It is a conflict of interest for a professional firm to receive compensation from both the County and the Contractor either directly or indirectly.

3.0 LENGTH OF SERVICE:

The services for each Construction Contract shall begin upon written notification to proceed by the County.

Track the execution of the Construction Contract such that the Consultant is given timely authorization to begin work. While no personnel shall be assigned until written notification by the County has been issued, the Consultant shall be

ready to assign personnel within two weeks of notification. For the duration of the project, coordinate closely with the County and Contractor to minimize rescheduling of Consultant activities due to construction delays or changes in scheduling of Contractor activities.

The anticipated letting schedules and construction times for the projects are tabulated below:

Construction Contract Estimate

Financial Project ID	Letting Date (Mo/Day/Yr)	Start Date (Mo/Day/Yr)	Duration (Days)
433908-1-58-01	04/15/16	06/01/16	591

4.0 DEFINITIONS:

A. Agreement: The Professional Services Agreement between the County and the Consultant setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of services, and the basis of payment.

B. Contractor: The individual, firm, or company contracting with the County for performance of work or furnishing of materials.

C. Construction Contract: The written agreement between the County and the Contractor setting forth the obligations of the parties thereto, including but not limited to the performance of the work, furnishing of labor and materials, and the basis of payment.

D. Construction Project Manager: The County employee assigned to manage the Construction Engineering and Inspection Contract and represent the County during the performance of the services covered under this Agreement.

E. Construction Training/Qualification Program (CTQP): The FDOT program for training and qualifying technicians in Aggregates, Asphalt, Concrete, Earthwork, and Final Estimates Administration. Program information is available at CTQP website.

F. Consultant: The Consulting firm under contract to the County for administration of Construction Engineering and Inspection services.

G. Consultant Project Administrator: The employee assigned by the Consultant to be in charge of providing Construction Contract administration services for one or more Construction Projects.

H. Consultant Senior Project Engineer: The Engineer assigned by the Consultant to be in charge of providing Construction Contract administration for one or more Construction Projects. This person may supervise other Consultant employees and act as the lead Engineer for the Consultant.

I. Engineer of Record: The Engineer noted on the Construction plans as the responsible person for the design and preparation of the plans.

J. Public Information Office: The County's office assigned to manage the Public Information Program.

K. Resident Compliance Specialist: The employee assigned by the Consultant to oversee project specific compliance functions.

5.0 ITEMS TO BE FURNISHED BY THE COUNTY TO THE CONSULTANT:

A. The County, on an as needed basis, will furnish the following Construction Contract documents for the project. These documents may be provided in either paper or electronic format.

1. Construction Plans,
2. Specification Package,
3. Copy of the Executed Construction Contract, and
4. Utility Agency's Approved Material List (if applicable).

6.0 ITEMS FURNISHED BY THE CONSULTANT:

6.1 Documents:

All applicable FDOT documents referenced herein shall be a condition of this Agreement. All FDOT documents, directives, procedures, and standard forms are available through the FDOT's Internet website. Most items can be purchased through the following address. All others can be acquired through the District Office or on-line at the FDOT's website.

Florida Department of Transportation
Maps and Publication Sales
605 Suwannee Street, MS 12
Tallahassee, Florida 32399-0450
Telephone No. (850) 488-9220

http://www.dot.state.fl.us/construction/

6.2 Office Automation:

Provide all software and hardware necessary to efficiently and effectively carry out the responsibilities under this Agreement.

Provide each inspection staff with a laptop computer running SiteManager application through Citrix connection using a mobile broadband connection at the jobsite.

All computer coding shall be input by Consultant personnel using equipment furnished by them.

Ownership and possession of computer equipment and related software, which is provided by the Consultant, shall remain at all times with the Consultant. The Consultant shall retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment should be maintained and operational at all times.

Current technical specifications for office automation can be viewed at: http://www.dot.state.fl.us/Construction/DesignBuild/ConsultantCEI/OfficeAutomation.shtm

6.3 Field Office:

Provide a field office with sufficient room and furnishings to effectively carry out their responsibilities under this Scope of Services. Field office shall be approved by the County.

Routine expenses for operation of the office, such as stamps, postage costs, custodial fees, telephone service, etc., will be the responsibility of the Consultant.

6.4 Vehicles:

Vehicles will be equipped with appropriate safety equipment and must be able to effectively carry out requirements of this Agreement. Vehicles shall have the name and phone number of the consulting firm visibly displayed on both sides of the vehicle.

6.5 Field Equipment:

Supply survey, inspection, and testing equipment essential to perform services under this Agreement; such equipment includes non-consumable and non-expendable items.

Hard hats shall have the name of the consulting firm visibly displayed.

Equipment described herein and expendable materials under this Agreement will remain the property of the Consultant and shall be removed at completion of the work.

Handling of nuclear density gauges shall be in compliance with their license.

Retain responsibility for risk of loss or damage to said equipment during performance of this Agreement. Field office equipment shall be maintained and in operational condition at all times.

6.6 Licensing for Equipment Operations:

Obtain proper licenses for equipment and personnel operating equipment when licenses are required. The license and supporting documents shall be available for verification by the County, upon request.

Radioactive Materials License for use of Surface Moisture Density Gauges shall be obtained through the State of Florida Department of Health.

7.0 LIAISON RESPONSIBILITY OF THE CONSULTANT:

For the duration of the Agreement, keep the County's Construction Project Manager in Responsible Charge informed of all significant activities, decisions, correspondence, reports, and other communications related to its responsibilities under this Agreement. The Consultant shall provide a copy of the daily inspection reports to the Construction Project Manager on a weekly basis. Daily reports should include daily photographs documenting activities.

Daily inspection reports shall be completed per FDOT specifications and FHWA standards.

Facilitate communications between all parties (i.e. architectural, mechanical, materials, landscaping, local agencies, etc.) ensuring responses and resolutions are provided in a timely manner. Maintain accurate records to document the communication process.

Submit all administrative items relating to Invoice Approval, Personnel Approval, User IDs, Time Extensions, and Supplemental Amendments to the Construction Project Manager for review and approval.

8.0 PERFORMANCE OF THE CONSULTANT:

During the term of this Agreement and all Supplemental Amendments thereof, the County will review various phases of Consultant operations, such as construction inspection, materials sampling and testing, and administrative activities, to determine compliance with this Agreement. Cooperate and assist County representatives in conducting the reviews. If deficiencies are indicated,

remedial action shall be implemented immediately. County recommendations and Consultant responses/actions are to be properly documented by the Consultant. No additional compensation shall be allowed for remedial action taken by the Consultant to correct deficiencies. Remedial actions and required response times may include but are not necessarily limited to the following:

A. Further subdivide assigned inspection responsibilities, reassign inspection personnel, or assign additional inspection personnel, within one week of notification.

B. Immediately replace personnel whose performance has been determined by the Consultant and/or the County to be inadequate.

C. Immediately increase the frequency of monitoring and inspection activities in phases of work that are the Consultant's responsibility.

D. Increase the scope and frequency of training of the Consultant personnel.

Post-Construction Evaluation:

Upon completion of the project the County will evaluate the Consultant's performance. The contractor's rating must be satisfactory. If the Consultant scores less than the expected level, they will receive written notice of the deficiency.

9.0 REQUIREMENTS OF THE CONSULTANT:

9.1 General:

It shall be the responsibility of the Consultant to administer, monitor, and inspect the Construction Contract such that the project is constructed in reasonable conformity with the plans, specifications, and special provisions for the Construction Contract.

Observe the Contractor's work to determine the progress and quality of work. Identify discrepancies, report significant discrepancies to the County, and direct the Contractor to correct such observed discrepancies.

Inform the Construction Project Manager of any significant omissions, substitutions, defects, and deficiencies noted in the work of the Contractor and the corrective action that has been directed to be performed by the Contractor.

9.2 Survey Control:

Check or establish the survey control baseline(s) along with sufficient baseline control points and bench marks at appropriate intervals along the project in order to: (1) make and record measurements necessary to

calculate and document quantities for pay items, (2) make and record pre-construction and final cross section surveys of the project site in those areas where earthwork (i.e., embankment, excavation, subsoil excavation, etc.) is part of the construction project, and (3) perform incidental engineering surveys.

9.3 On-site Inspection:

Monitor the Contractor's on-site construction activities and inspect materials entering into the work in accordance with the plans, specifications, and special provisions for the Construction Contract to determine that the projects are constructed in conformity with such documents. Maintain detailed accurate records of the Contractor's daily operations and of significant events that affect the work.

Perform underwater bridge construction inspections of bridges with permanently submerged structural members in compliance with CPAM Section 10.6, Underwater Bridge Construction Inspection.

Monitor and inspect Contractor’s Work Zone Traffic Control Plan and review modifications to the Work Zone Traffic Control Plan, including Alternate Work Zone Traffic Control Plan, in accordance with the FDOT’s procedures. Consultant employees performing such services shall be qualified in accordance with the FDOT’s procedures.

9.4 Sampling and Testing:

Perform sampling and testing of component materials and completed work in accordance with the Construction Contract documents. The minimum sampling frequencies set out in the FDOT’s Materials Sampling, Testing and Reporting Guide shall be met. In complying with the aforementioned guide, provide daily surveillance of the Contractor's Quality Control activities and perform the sampling and testing of materials and completed work items for verification and acceptance.

The Consultant will perform verification inspection and sampling of materials and components at locations remote from the vicinity of the project and the Consultant will perform testing of materials normally done in a laboratory remote from the project site. The Consultant shall be specifically responsible for job control samples determining the acceptability of all materials and completed work items on the basis of either test results or other methods of verification suitable to the County.

Determine the acceptability of all materials and completed work items on the basis of either test results or verification of a certification, certified mill analysis, DOT label, DOT stamp, etc.

The County will monitor the effectiveness of the Consultant's testing procedures through observation and independent assurance testing.

Sampling, testing and laboratory methods shall be as required by the FDOT's Standard Specifications, Supplemental Specifications or as modified by the Special Provisions of the Construction Contract. Testing must be performed by an accredited FDOT laboratory.

Documentation reports on sampling and testing performed by the Consultant shall be submitted during the same week that the construction work is done.

Input verification testing information and data into the FDOT's database using written instructions provided by the County and to the Construction Project Manager.

9.5 <u>Engineering Services:</u>

Coordinate the Construction Contract administration activities of all parties other than the Contractor involved in completing the construction project. Notwithstanding the above, the Consultant is not liable to the County for failure of such parties to follow written direction issued by the Consultant.

Services shall include maintaining the required level of surveillance of Contractor activities, interpreting plans, specifications, and special provisions for the Construction Contract. Maintain complete, accurate records of all activities and events relating to the project and properly document all project changes. The following services shall be performed:

(1) Schedule and attend, within ten (10) days after the Notice to Proceed, a kick-off meeting for the project. The Consultant shall provide appropriate staff to attend and participate in the kick-off meeting.

The Consultant shall record a complete and concise record of the proceedings of the kick-off meeting and distribute copies of this summary to the participants and other interested parties within seven (7) days. The Consultant shall submit for Personnel Approval for immediate staff needs and an electronic file of the final negotiated staffing to the Construction Project Manager, either at this meeting or within seven (7) days.

(2) The Consultant shall schedule and conduct monthly meetings with the County's Construction Project Manager. The purpose of the meetings is to discuss the required documentation necessary for permit(s) compliance, to review the progress of the construction, and to discuss any pending issues with the Project.

(3) Verify that the Contractor is conducting inspections, preparing reports and monitoring all storm water pollution prevention measures associated with the project. For each project that requires the use of the NPDES General Permit, provide at least one inspector who has successfully completed the "Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors". The Consultant's inspector will be familiar with the requirements set forth in the FEDERAL REGISTER, Vol. 57, No. 187, Friday, September 5, 1992, pages 4412 to 4435 "Final NPDES General Permits for Storm Water Discharges from Construction Sites" and the County's guidelines.

(4) Analyze the Contractor's schedule(s) (i.e. baseline(s), revised baseline(s), updates, as-built, etc.) for compliance with the contract documents. Elements including, but not limited to, completeness, logic, durations, activity, flow, milestone dates, concurrency, resource allotment, and delays will be reviewed. Verify the schedule conforms with the construction phasing and MOT sequences, including all contract modifications. Provide a written review of the schedule identifying significant omissions, improbable or unreasonable activity durations, errors in logic, and any other concerns as detailed in CPAM.

(5) Analyze problems that arise on a project and proposals submitted by the Contractor; work to resolve such issues, and process the necessary paperwork.

(6) Monitor, inspect and document utility construction for conformance with Utility Agency's Standards and the Utility Agency's Approved Materials List. Facilitate coordination and communication between Utility Agency's representatives, County's staff and Contractors executing the work. Identify potential utility conflicts and assist in the resolution of utility issues including County and other Local Government owned facilities.

Identify, review, and track progress of Joint Project Agreements, and/or other County and utility agreements. Address work progress, track reimbursement activities, and address betterment and salvage determination. Prepare all necessary documentation to support reimbursement activities and betterment and salvage determination.

(7) Produce reports, verify quantity calculations and field measure for payment purposes as needed to prevent delays in Contractor

operations and to facilitate prompt processing of such information in order for the County to make timely payment to the Contractor.

(8) Prepare and make presentations for meetings and hearings before the Dispute Review Boards in connection with the project covered by this Agreement.

(9) Monitor each Contractor and Subcontractor's compliance with specifications and special provisions of the Construction Contract in regard to payment of predetermined wage rates in accordance with County procedures.

(10) Provide a Resident Compliance Specialist for surveillance of the Contractor's compliance with Construction Contract requirements. The Resident Compliance Specialist is responsible for reviewing, monitoring, evaluating and acting upon documentation required for Construction Contract compliance, and maintaining the appropriate files thereof. Typical areas of compliance responsibility include EEO Affirmative Actions for the prime contractor and subcontractor, DBE Affirmative Action, Contractor Formal Training, Payroll, and Subcontracts. The Resident Compliance Specialist must keep all related documents and correspondence accurate and up to date; attend all compliance reviews and furnish the complete project files for review; and assist the District Contract Compliance Manager as requested.

(11) Provide Public Information Services and be proactive in keeping the community aware of the status and traffic impacts of the referenced project. With approval from the County's designee, prepare and disseminate information to the public, elected officials and the media of any upcoming events, which will affect traffic flow. Produce and distribute all publications (letters, flyers, brochures and news releases) necessary for this contract. Prior to release, the County's designee will approve all responses, letters, news releases and the like. Provide timely, professional responses to project inquiries including emails, telephone calls, etc. Coordinate general public information meetings, open houses, community meetings as directed by the County's representatives.

(12) Prepare and submit to the Construction Project Manager monthly, a Construction Status Reporting System (CSRS) report, in a format to be provided by the County.

(13) Video tape the pre-construction conditions throughout the project limits. Provide a digital photo log or video of project activities, with

heavy emphasis on potential claim items/issues and on areas of real/potential public controversy.

(14) Provide a digital camera for photographic documentation of pre-construction state and of noteworthy incidents or events during construction.

These photographs will be filed and maintained on the Consultant's computer using a Digital Photo Management system.

Photographs shall be taken the day prior to the start of construction and continue as needed throughout the project. Photographs shall be taken the days of Conditional, Partial and Final Acceptance.

Aerial photographs shall be taken prior to commencement and bi-monthly thereafter. Provide six aerial photographs per mile to reflect the construction operations and progress of the work. Photographs shall be clean, sharp, and clearly show details. Each frame shall allow for a 15% to 25% overlap. The shutter speed should be such that all motion is eliminated. Negatives shall be preserved by the aerial company for at least three years from final acceptance of the project. The name and date of the company that performed the work shall be on the back of all photographs. The photographs shall be reviewed by the Construction Project Manager.

9.6 Geotechnical Engineering:

Become familiar with the existing site conditions and the contract documents. Observe and record the progress and quality of foundation work to determine that the foundations are constructed at the correct location and elevation, identify discrepancies, submit monthly progress reports to the County's Construction Manager, and direct the Contractor to correct such observed discrepancies. Attend the Preconstruction Conference and/or special geotechnical meeting for the Construction Contract. All services under this section will be performed in accordance to FDOT Specification Section 455. The Geotechnical Engineer will provide the following services with the assistance of a qualified inspector who has completed the FDOT Drilled Shaft/Pile Driving Qualification Courses.

1) Piles:

a) Review Contractor's Pile Installation Plan and provide comments to the Senior Project Engineer and to the DGE within five (5) working days of the Contractor's submittal.

b) Perform Wave Equation Analysis for Piles (WEAP) to determine suitability of hammer driving system for the project. Provide results (check stresses, design capacity, and ultimate capacity) to the DGE within five (5) working days of the Contractor's submittal.

c) Ensure dynamic testing performed (per the contract documents and when deemed necessary by the DGE) during initial driving and re-drives.

d) When monitoring the test pile driving process, determine proper fuel settings, thickness of pile cushions and when they need changing. Record all pertinent information that is needed to determine the driving criteria such as jetting, preforming, pre-drilling, reference elevation, hammer serial number hammer cushion material and thickness, pile cushion material and thickness, etc. This information shall be provided to the DGE within 24 hours after the test pile driving process is completed. In most cases this information will be requested immediately following test pile completion. Submit electronic Pile Driving Analyzer (PDA) files within 24 hours after the test pile is completed.

e) Ensure Case Pile Wave Equation Analysis (CAPWAP) is performed on test pile data for selected blows, using the latest version. At a minimum, CAPWAP shall be performed on initial drive data where required resistance is obtained below the minimum tip elevation and on set-check data (if any). If requested, the end of drive CAPWAP will be performed in the field upon completion of the drive, otherwise it shall be completed within 24 hours of driving the instrumented pile.

f) Analyze the test data and available soils data as required to establish production pile lengths and driving criteria. The analysis must include WEAP utilizing CAPWAP results, to determine the driving criteria that will correlate accurately with driving resistance, blows per foot, energy, stresses and capacity. Submit preliminary report(s) recommending production pile lengths and driving criteria to the DGE for approval within four (4) working days after the test pile program is completed, unless requested sooner. The preliminary report shall include CAPWAP and WEAP printed & plotted outputs, and all raw data obtained by the PDA and CAPWAP solutions on DVD or CD computer disks.

g) Furnish final written letters, signed and sealed, in the agreed format for production pile lengths and the driving criteria. The driving criteria letter must include blow count criteria, special requirements and limitations on settings (strokes/energy) to limit the stresses per the Specifications. Include recommendations as to what to consider

firm driving when applicable, to obtain the required minimum penetration.

h) For projects with Embedded Data Collectors (EDCs), provide personnel proficient in operation of EDC monitoring equipment for data collection, interpretation and analysis. Utilize the most current version of Smart-Structures software along with antenna, workstation and stand. Provide qualified personnel capable of making accurate determination of pile acceptability in real time. Pack and submit the collected EDC data to the District Geotechnical office within 24 hours of driving each pile.

9.7 Utility Coordination:

It shall be the responsibility of the Consultant to monitor utility coordination such that it is in reasonable conformance to Plans and County's standards, policies, procedures, and design criteria. The Utility Coordinator shall be responsible for, but not limited to, the following:

(1) Making sure Utility Coordination is conducted in accordance to the County's and State's standards, policies, procedures, and design criteria.

(2) Scheduling utility meetings, keeping and distribution of minutes of all utility meetings, and ensuring expedient follow-up on all unresolved issues.

(3) Distributing all plans, conflict matrixes and changes to affected utility owners and making sure this information is properly coordinated.

(4) Identifying and coordinating the completion of any County or utility owner agreement that is required for reimbursement, or accommodation of the utility facilities associated with the construction project.

(5) Assisting the Engineer of Record and the Contractor with resolving utility conflicts.

(6) Reviewing of all Utility Work Schedules.

9.8 Resident Compliance Specialist (RCS):

The RCS shall comply with the FDOT EEO Compliance Workbook to the satisfaction of the FDOT. This includes obtaining records from the contractors, reviewing the records for correctness, visiting the worksite to make inspections and conduct interviews, issuing violations and tracking corrections, and filling out required reports. An FDOT representative will

conduct periodic reviews. The RCS shall coordinate with the FDOT representative and the Bay County Public Works Department/Engineering Division to schedule a time and location for the review sessions. The RCS must attend the review sessions and shall be responsible for answering the review questions and providing the required records and documents.

The RCS shall be responsible for fulfilling all "Local Agency" requirements identified in the EEO Preconstruction Conference for Federal-Aid Requirements script (Appendix B). OJT will be required for this project.

The RCS shall attend the project Pre-Construction Meeting. At the Pre-Con, the RCS shall read the EEO Preconstruction Conference for Federal-Aid Requirements script to the Contractor.

The RCS shall maintain the required records for the duration of the construction period, shall furnish all record folders needed, and shall organize the records in the folders according to a filing plan that is acceptable to FDOT. Upon completion of construction, the RCS shall turn over the required records, properly organized within their record folders, to the Bay County Public Works Department/Engineering Division.

Records shall be kept on the prime contractor and all sub-contractors as required.

The RCS shall provide their own transportation to the project site or other necessary locations, and shall provide and wear a high visibility class-II safety vest (minimum) at all times when at the project site.

The RCS shall setup and enter payment data on the FDOT DBE Payment Reporting System (EOC) per FDOT and FHWA requirements.

The RCS shall comply with the attached Bay County Risk Management Requirements.

10.0 PERSONNEL:

10.1 General Requirements:

Provide qualified personnel necessary to efficiently and effectively carry out its responsibilities under this Agreement.

10.2 Personnel Qualifications:

Provide competent personnel qualified by experience and education. Submit in writing to the Construction Project Manager the names of personnel proposed for assignment to the project, including a detailed resume for each containing at a minimum: salary, education, and experience. The Consultant Action Request form for personnel approval

shall be submitted to the Construction Project Manager at least two weeks prior to the date an individual is to report to work.

Personnel identified in the Consultant technical proposal are to be assigned as proposed and are committed to performing services under this Agreement. Personnel changes will require written approval from the County. Staff that has been removed shall be replaced by the Consultant within one week of County notification.

Before the project begins, all project staff shall have a working knowledge of the current CPAM and must possess all the necessary qualifications/certifications for fulfilling the duties of the position they hold. Cross training of the Consultant's project staff is highly recommended to achieve a knowledgeable and versatile project inspection team but shall not be at any additional cost to the County and should occur as workload permits. Visit the training page on the State Construction Office website for training dates.

Minimum qualifications for the Consultant personnel are set forth as follows. Exceptions to these minimum qualifications will be considered on an individual basis. However, a Project Administrator working under the supervision and direction of a Senior Project Engineer or an Inspector working under the supervision and direction of a Senior Inspector shall have six months from the date of hire to obtain the necessary qualifications/certifications provided all other requirements for such positions are met and the Consultant submits a training plan detailing when such qualifications/certifications and other training relative to the FDOT's procedures, Specifications and Design Standards will be obtained. The District Construction Engineer or designee will have the final approval authority on such exceptions.

Complex Category Two (CC2) Bridge Structures: Bridge structures that are complex and require advanced designs and construction engineering and inspection. The following structures are classified as CC2 bridge structures:

- Concrete Post-Tensioned Segmental Box Girder (CPTS)
- Concrete Post-Tensioned Continuous Beam (CPTCB)
- Movable Bridges (MB)
- Post-tensioned Substructures (PTS)

CEI SENIOR PROJECT ENGINEER - A Civil Engineering degree and registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of

Florida within six months) and six (6) years of engineering experience [(two (2) years of which are in major road or bridge construction)] or [(five (5) of which are in major bridge construction) - for Complex Bridge Projects with the exception of PTS projects which require two (2) years of major bridge construction], or for non-degreed personnel the aforementioned registration and ten (10) years of engineering experience (two (2) years of which are in major road or bridge construction). Qualifications include the ability to communicate effectively in English (verbally and in writing); direct highly complex and specialized construction engineering administration and inspection program; plans and organizes the work of subordinate and staff members; develops and/or reviews policies, methods, practices, and procedures; and reviews programs for conformance with FDOT standards. Also must have the following:

QUALIFICATIONS:
FDOT Advanced MOT
Attend the CTQP Quality Control Manager course and pass the examination.

CERTIFICATIONS:
None

OTHER:
Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

A Master's Degree in Engineering may be substituted for one (1) year engineering experience.

CEI PROJECT ADMINISTRATOR/PROJECT ENGINEER - A Civil Engineering degree plus two (2) years of engineering experience in construction of major road or bridge structures, or for non-degreed personnel eight (8) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

For CC2 bridge structures, a Civil Engineering degree and registered in the State of Florida as a professional engineer (or if registered in another state, have the ability to obtain registration in Florida within six (6) months) plus five (5) years general bridge construction experience, two (2) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope **or** for non-degreed and/or non-registered personnel eight (8) years of general bridge

construction experience, (4) years of which must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. Additionally, a minimum of one (1) year of experience as the Project Administrator in primary control of the type of CC2 construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required for registered project administrators and two (2) years of PTS bridge experience for non-registered project administrators. Post-tensioning experience is not required for precast prestressed concrete flat slab superstructures but successful completion of an FDOT accredited grouting and post-tensioning course is required. To be in primary control, a Project Administrator must have supervised two or more inspectors as well as two or more support staff (Office Manager, Compliance Officer, and Secretary) and must have been directly responsible for all CEI services assigned.

CPTS years of experience must have included a minimum of twelve (12) months experience in each of the following areas: (1) casting yard operations and related surveying; (2) segment erection and related surveying, post-tensioning (PT) of tendons and grouting of prestressing steel.
CPTCB years of experience must include monitoring of the following: girder erection, safe use of girder erection cranes, stabilization of girders after erection, false work for temporary girder support, and PT and grouting operations.
PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.
MB years of experience must have been in MB mechanical and/or electrical construction.

Receives general instructions regarding assignments and is expected to exercise initiative and independent judgment in the solution of work problems. Directs and assigns specific tasks to inspectors and assists in all phases of the construction project. Will be responsible for the progress and final estimates throughout the construction project duration. Must have the following:

QUALIFICATIONS:
FDOT Advanced MOT
CTQP Final Estimates Level II

CERTIFICATIONS:
None

OTHER:
Attend CTQP Quality Control Manager Course and pass the examination.
Attend a FDOT accredited post-tensioning training course and pass the examination (for post-tensioned CC2 projects)
Attend a FDOT accredited grouting training course and pass the examination (for post-tensioned CC2 projects)
Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects)

A Master's Degree in Engineering may be substituted for one (1) year of engineering experience

CEI ASSISTANT PROJECT ADMINISTRATOR/PROJECT ENGINEER – A Civil Engineering degree plus one (1) year of engineering experience in construction of major road or bridge structures, or for non-degreed personnel six (6) years of responsible and related engineering experience, two (2) years of which involved construction of major road or bridge structures with the exception of Complex Category 2 (CC2) bridge structures.

QUALIFICATIONS:
FDOT Intermediate MOT
CTQP Final Estimates Level II

CEI CONTRACT SUPPORT SPECIALIST - A High School diploma or equivalent and four (4) years of road & bridge construction engineering inspection (CEI) experience having performed/assisted in project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.) or a Civil Engineering Degree. Should exercise independent judgment in planning work details and making technical decisions related to the office aspects of the project. Should be familiar with the County's Procedures covering the project related duties as stated above and be proficient in the computer programs necessary to perform these duties. Shall become proficient in Multi-Line and Engineering Menu.

QUALIFICATIONS:
CTQP Final Estimates Level II

CEI ASSOCIATE CONTRACT SUPPORT SPECIALIST - High school graduate or equivalent plus three (3) years of secretarial and/or clerical experience including two (2) years experience in construction office management having performed project related duties (i.e., LIMS, progress and final estimates, EEO compliance, processing Construction Contract changes, etc.). Experienced in the use of standard word processing

software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Assists the Project Administrator in office related duties (i.e., CQR, progress, and final estimates, EEO compliance, Processing Construction Contract changes, etc.) Project specific. Work under the general supervision of the Senior Project Engineer and staff.

CEI RESIDENT COMPLIANCE SPECIALIST - Graduation from an accredited high school or equivalent with one (1) year of experience as a resident compliance officer on a construction project or two (2) years of assisting the compliance officer in monitoring the project. Should have prior experience in both State funded and Federal Aid funded construction projects with FDOT and knowledge of EEO/AA laws and FDOT's DBE and OJT programs. Ability to analyze, collect, evaluate data, and take appropriate action when necessary. Must attend all training workshops or meetings for Resident Compliance Specialists as determined necessary.

CEI SENIOR INSPECTOR/SENIOR ENGINEER INTERN – High school graduate or equivalent plus four (4) years of experience in construction inspection, two (2) years of which shall have been in bridge and/or roadway construction inspection with the exception of Complex Category 2 (CC2) bridge structures or a Civil Engineering degree and one (1) year of road & bridge CEI experience with the ability to earn additional required qualifications within one year. (Note: Senior Engineer Intern classification requires one (1) year experience as an Engineer Intern.)

For CC2 bridge structures, be a high school graduate or equivalent and have five (5) years of general bridge construction experience of which two (2) years must have been with the type of CC2 bridge construction project for which CEI services are being provided by this scope. As an exception, only one (1) year of PTS bridge experience will be required. Additionally, a minimum of twelve (12) months of experience as the Senior Inspector in primary control of the type CC2 construction project for which CEI services are being provided by this scope. To be in primary control, a Senior Inspector must have supervised two or more inspectors and must have been directly responsible for all inspection requirements related to the construction operations assigned.

CPTS years of experience must have included a minimum of twelve (12) months of inspection experience in one or both of the following depending on which area the inspector is being approved for: (1) casting yard inspection; (2) erection inspection. In addition, two (2) years of geometry-control surveying experience is required for inspectors that perform or monitor geometry control surveying in a casting yard.

CPTCB years of experience must include monitoring and inspection of the following: girder erection, safe use of girder erection cranes, girder

stabilization after erection, false work for temporary girder support, and PT and grouting operations.
PTS years of experience must include monitoring of the following: installation of PT ducts and related hardware and post-tensioning and grouting of strands or be the level of experience that meets the criteria for CPTS or CPTCB bridges.
MB years of experience must have included the inspection of MB mechanical components for machinery inspectors and MB electrical components/systems for electrical inspectors.

Must have the following as required by the scope of work for the project:

QUALIFICATIONS:
CTQP Concrete Field Technician Level I
CTQP Concrete Field Inspector Level II (Bridges)
CTQP Asphalt Roadway Level I
CTQP Asphalt Roadway Level II CTQP Earthwork Construction Inspection Level I
CTQP Earthwork Construction Inspection Level II
CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)
CTQP Grouting Technician Level I
CTQP Post-Tensioning Technician Level I
IMSA Traffic Signal Technician Level I
FDOT Intermediate MOT
CTQP Final Estimates Level I

CERTIFICATIONS:
Nuclear Radiation Safety

OTHER:
Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Responsible for performing highly complex technical assignments in field surveying and construction layout, making, and checking engineering computations, inspecting construction work, and conducting field tests and is responsible for coordinating and managing the lower level inspectors. Work is performed under the general supervision of the Project Administrator.

CEI INSPECTOR/ENGINEER INTERN - High school graduate or equivalent plus two (2) years experience in construction inspection, one

(1) year of which shall have been in bridge and/or roadway construction inspection, plus the following:

Must have the following as required by the scope of work of the project:

QUALIFICATIONS:
CTQP Concrete Field Inspector Level I
CTQP Asphalt Roadway Level I
CTQP Earthwork Construction Inspection Level I
CTQP Pile Driving Inspection
CTQP Drilled Shaft Inspection (required for inspection of all drilled shafts including miscellaneous structures such as sign structures, lighting structures, and traffic signal structures)
IMSA Traffic Signal Technician Level I
CTQP Final Estimates Level I
FDOT Intermediate MOT

CERTIFICATIONS:
Nuclear Radiation Safety
Florida Stormwater, Erosion, and Sedimentation Control Training and Certification Program for Inspectors and Contractors

OTHER:
Complete the Critical Structures Construction Issues, Self Study Course, and submit the mandatory Certification of Course Completion form (for structures projects).

Or a Civil Engineering degree with the ability to earn additional required qualifications within one year. (Note: Engineer Intern classification requires E.I.T. certificate.)

Responsible for performing assignments in assisting Senior Inspector in the performance of their duties. Receive general supervision from the Senior Inspector who reviews work while in progress. Civil Engineering graduates must obtain certifications within the first year of working as an inspector or Engineer Intern. Exceptions will be permitted on a case-by-case basis so long as qualifications and certifications are appropriate for specific inspection duties.

CEI INSPECTORS AIDE - High School graduate or equivalent and able to perform basic mathematical calculation and follow simple technical instructions. Duties are to assist higher-level inspectors. Must obtain FDOT Intermediate MOT within the first six months of the assignment.

CEI SURVEY PARTY CHIEF - High School graduate plus four years of experience in construction surveying (including two (2) years as Party

Chief). Experienced in field engineering and construction layout, making and checking survey computations and supervising a survey party. Work is performed under general supervision of Project Administrator.

CEI INSTRUMENT PERSON - High school graduate plus three (3) years of experience in construction surveying one (1) year of which shall have been as instrument-man. Responsible for performing assignments in assisting Party Chief in the performance of their duties. Receives general supervision from Party Chief who reviews work while in progress.

CEI ROD-MAN/CHAIN PERSON - High school graduate with some survey experience or training preferred. Receives supervision from and assists Party Chief who reviews work while in progress.

CEI SECRETARY/CLERK TYPIST- High school graduate or equivalent plus two (2) years of secretarial and/or clerical experience. Ability to type at a rate of 35 correct words per minute. Experienced in the use of standard word processing software. Should exercise independent initiative to help relieve the supervisor of clerical detail. Work under general supervision of the Senior Project Engineer and staff.

CASTING YARD ENGINEER/ MANAGER- (Concrete Post-Tensioned Segmental Box Girder Bridges (CPTS)) Must be a registered Professional Engineer in the State of Florida (or if registered in another state, have the ability to obtain registration in Florida with 6 months) with a minimum of one (1) year, or non-registered with a minimum of three (3) years of experience with the use of geometry control computer programs and with the performance of surveying procedures required for the production of precast concrete box segments at a casting yard.

GEOTECHNICAL ENGINEER for Category I Bridge Pile Foundations- Registered in the State of Florida as a Professional Engineer (or if registered in another state, the ability to obtain registration in the State of Florida within six months) plus four (4) years of experience as a Geotechnical Engineer in responsible charge of geotechnical work, including at least two Category I bridges with pile foundations. Experienced in performing. analyzing and interpreting the results of: non-destructive testing of pile foundations, dynamic and static load testing, the Pile Driving Analyzer (PDA), CAPWAP and WEAP as appropriate.

GEOTECHNICAL TECHNICIAN for Pile Foundations- Qualified CTQP Pile Driving Inspector, knowledgeable in pile installation in conjunction with dynamic load tests with a minimum of three (3) years of experience on at least two (2) FDOT bridge projects: for projects with Embedded Data Collectors (EDCs), certified EDC monitoring equipment operator.

PUBLIC INFORMATION OFFICER- High School Graduate or equivalent and be knowledgeable in public information and/or advertising involving mass circulation or distribution of literature, mass advertising or other similar activities and performed such work for at least three (3) years.

CEI UTILITY COORDINATOR- High School Graduate or equivalent and be knowledgeable of FDOT's Standards, policies, procedures, and agreements and shall have a minimum of four (4) years of experience performing utility coordination in accordance with FDOT's Standards, policies, procedures and agreements.

10.3 Staffing:

Once authorized, the Consultant shall establish and maintain appropriate staffing throughout the duration of construction and completion of the final estimate. Responsible personnel, thoroughly familiar with all aspects of construction and final measurements of the various pay items, shall be available to resolve disputed final pay quantities until the County has received a regular acceptance letter.

Construction engineering and inspection forces will be required of the Consultant while the Contractor is working. If Contractor operations are substantially reduced or suspended, the Consultant will reduce its staff appropriately.

In the event that the suspension of Contractor operations requires the removal of Consultant forces from the project, the Consultant will be allowed ten (10) days maximum to demobilize, relocate, or terminate such forces.

11.0 QUALITY ASSURANCE (QA) PROGRAM:

11.1 Quality Assurance Plan:

Within thirty (30) days after receiving award of an Agreement, furnish a QA Plan to the Construction Project Manager. The QA Plan shall detail the procedures, evaluation criteria, and instructions of the Consultant's organization for providing services pursuant to this Agreement. Unless specifically waived, no payment shall be made until the County approves the Consultant QA Plan.

Significant changes to the work requirements may require the Consultant to revise the QA Plan. It shall be the responsibility of the Consultant to keep the plan current with the work requirements. The Plan shall include, but not be limited to, the following areas:

A. Organization:

A description is required of the Consultant QA Organization and its functional relationship to the part of the organization performing the work under the Agreement. The authority, responsibilities and autonomy of the QA organization shall be detailed as well as the names and qualifications of personnel in the quality control organization.

B. Quality Assurance Reviews:

Detail the methods used to monitor and achieve organization compliance with Agreement requirements for services and products.

C. Quality Assurance Records:

Outline the types of records which will be generated and maintained during the execution of the QA program.

D. Control of Subconsultants and Vendors:

Detail the methods used to control subconsultant and vendor quality.

E. Quality Assurance Certification:

An officer of the Consultant firm shall certify that the inspection and documentation was done in accordance with FDOT specifications, plans, standard indexes, and County procedures.

11.2 Quality Assurance Reviews:

Conduct semi-annual Quality Assurance Reviews to ensure compliance with the requirements of the Agreement. Quality Assurance Reviews shall be conducted to evaluate the adequacy of materials, processes, documentation, procedures, training, guidance, and staffing included in the execution of this Agreement. Quality Assurance Reviews shall also be developed and performed to achieve compliance with specific QA provisions contained in this Agreement. The semi-annual reviews shall be submitted to the Construction Project Manager in written form no later than one (1) month after the review.

On short duration CCEI projects (nine (9) months or less), the CCEI shall perform an initial QA review within the first two (2) months of the start of construction.

On asphalt projects, the CCEI shall perform an initial QA review on its asphalt inspection staff after the Contractor has completed ten (10) full work days of mainline asphalt paving operations, or 25% of the asphalt pay item amount (whichever is less) to validate that all sampling, testing, inspection, and documentation are occurring as required of the CCEI staff.

11.3 Quality Records:

Maintain adequate records of the quality assurance actions performed by the organization (including subcontractors and vendors) in providing services and products under this Agreement. All records shall indicate the nature and number of observations made, the number and type of deficiencies found, and the corrective actions taken. All records shall be available to the County, upon request, during the Agreement term. All records shall be kept at the primary job site and shall be subject to audit review.

12.0 CERTIFICATION OF FINAL ESTIMATES:

12.1 Final Estimate and As-Built Plans Submittal:

Prepare documentation and records in compliance with the Agreement, Statewide Quality Control (QC) Plan, or Consultant's approved QC Plan and the FDOT's Procedures as required by Section 4.1.4 of Review and Administration Manual.

Submit the Final Estimate(s) and one (1) set of final "as-built plans" documenting the Contractor's work in accordance with the Review and Administration Manual.

Revisions to the Certified Final Estimate will be made at no additional cost to the County.

12.2 Certification:

Consultant personnel preparing the Certified Final Estimate Package shall be CTQP Final Estimates Level II.

Duly authorized representative of the Consultant firm will provide a notarized certification on a form pursuant to FDOT's procedures.

12.3 Offer of Final Payment:

Prepare the Offer of Final Payment package as outlined in Chapter 14 of the Review and Administration Manual. The package shall accompany the Certified Final Estimates Package submitted to the District Final Estimates Office for review. The Consultant shall be responsible for forwarding the Offer of Final Payment Package to the Contractor.

13.0 AGREEMENT MANAGEMENT:

13.1 General:

(1) With each monthly invoice submittal, the Consultant will provide a Status Report for the Agreement. This report will provide the an accounting of the additional Agreement calendar days allowed to date, an estimate of the additional calendar days anticipated to be added to the original schedule time, an estimate of the Agreement completion date, and an estimate of the Consultant funds expiration date per the Agreement schedule for the prime Consultant and for each subconsultant. The Consultant will provide a printout from the Equal Opportunity Reporting System showing the previous month's payments made to subconsultants. Invoices not including this required information may be rejected.

(2) When the Consultant identifies a condition that will require an amendment to the Agreement, the Consultant will communicate this need to the Construction Project Manager for acceptance. Upon acceptance, prepare and submit an Amendment Request (AR), and all accompanying documentation to the Construction Project Manager for approval and further processing. The AR is to be submitted at such time to allow the County 12 weeks to process, approve, and execute the AR. The content and format of the AR and accompanying documentation shall be in accordance with the instructions and format to be provided by the County.

(3) The Consultant is responsible for performing follow-up activities to determine the status of each Amendment Request submitted to the County.

13.2 Invoicing Instructions:

Monthly invoices shall be submitted to the County in a format and distribution schedule defined by the County, no later than the 10th day of the following month.

If the Consultant cannot submit their monthly invoice on time, the Consultant shall notify the County, prior to the due date the reason for the delay and the planned submittal date. Once submitted, the Consultant Project Principal or Senior Project Engineer shall notify the Construction Project Manager via e-mail of the total delay in calendar days and the reason(s) for the delay(s).

A Final Invoice will be submitted to the County no later than the 30th day following Final Acceptance of the individual project or as requested by the County.

14.0 OTHER SERVICES:

Upon written authorization by the County Engineer or designee, the Consultant will perform additional services in connection with the project not otherwise identified in this Agreement. The following items are not included as part of this Agreement, but may be required by the County to supplement the Consultant services under this Agreement.

A. Assist in preparing for arbitration hearings or litigation that occurs during the Agreement time in connection with the construction project covered by this Agreement.

B. Provide qualified engineering witnesses and exhibits for arbitration hearings or litigation in connection with the Agreement.

C. Provide inspection services in addition to those provided for in this Agreement.

D. Provide services determined necessary for the successful completion and closure of the Construction Contract.

15.0 POST CONSTRUCTION CLAIMS REVIEW:

In the event the Contractor submits a claim for additional compensation and/or time after the Consultant has completed this Agreement, analyze the claim, engage in negotiations leading to settlement of the claim, and prepare and process the required documentation to close out the claim. Compensation for such services will be negotiated and effected through a Supplemental Amendment to this Agreement.

16.0 CONTRADICTIONS:

In the event of a contradiction between the provisions of this Scope of Services and the Consultant's proposal as made a part of their Agreement, the provisions of the Scope of Services shall apply.

17.0 THIRD PARTY BENEFICIARY

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a claim, cause of action, lien or any other damages or any relief of any kind pursuant to the terms or provisions of this Agreement.

18.0 COUNTY AUTHORITY

The County shall be the final authority in considering modifications to the Construction Contract for time, money or any other consideration.

19.0 FEDERAL REQUIREMENTS AND FORMS

19.1 Title VI Nondiscrimination Policy Statement

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:

Compliance with Regulations: The contractor shall comply with the Acts and the Regulations relative to Nondiscrimination in federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

Nondiscrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers a program set forth in Appendix B of 49 CFR Part 21.

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Nondiscrimination on the grounds of race, color, national origin, sex, age, or disability.

Information and Reports: The contractor shall provide all information and reports required by the Acts, the Regulations and directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration (FHWA) to be pertinent to ascertain compliance with such Acts, Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Recipient or the FHWA, as

appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Noncompliance: In the event of the contractor's noncompliance with the Nondiscrimination provisions of this contract, the Recipient shall impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- Withholding of payments to the contractor under the contract until the contractor complies; and/or

- Cancellation, termination, or suspension of the contract, in whole or in part.

19.2 Disadvantage Business Enterprise (DBE)

For this FDOT assisted contract, Bay County has adopted the FDOT DBE Program goal. The FDOT began its race neutral DBE program on January 1, 2000 and has an overall 9.91% goal it must achieve. While the utilization is not mandatory in order to be awarded the contract, continuing utilization of DBE firms on contracts supports the success of Florida's Voluntary DBE Program, and supports contractor's Equal Employment Opportunity and DBE Affirmative Action Programs.

The Federal DBE Program requires States to maintain a database of all firms that are participating or attempting to participate on FDOT-assisted contracts. The list must include all firms that bid on prime contracts or bid or quote subcontracts on FDOT-assisted projects, including both DBE's and non-DBEs. Please complete the Bidders Opportunity List through the Equal Opportunity Compliance system within 3 business days of submission of the bid or proposal for ALL subcontractors or sub-consultants who quoted to you for specific project for this letting. The web address to the Equal Opportunity Compliance system is:

https://www3.dot.state.fl.us/EqualOpportunityCompliance/Account.aspx/LogIn?ReturnUrl=%2fEqualOpportunityCompliance%2f.

19.3 Public Entity Crimes Statement

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for

CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

By signing this Agreement, CONSULTANT represents that the execution of this Agreement will not violate the Public Entity Crimes Act (Section 287.133, Florida Statutes). Violation of this section shall result in termination of this Agreement and recovery of all monies paid hereto, and may result in debarment from COUNTY's competitive procurement activities.

In addition to the foregoing, CONSULTANT further represents that there has been no determination, based on an audit, that it or any subconsultant has committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONSULTANT has been placed on the convicted vendor list.

CONSULTANT will promptly notify the COUNTY if it or any subcontractor or subconsultant is formally charged with an act defined as a "public entity crime" or has been placed on the convicted vendor list.

PRECONSTRUCTION CONFERENCE
FEDERAL FUNDED
(Including Local Agency Projects)

All State and Federal EEO requirements are applicable to this project.

Prior to the beginning of work on the project, the prime contractor will receive and maintain the following EEO paperwork for their company and all subcontractors/rental agreements whose subcontracts/rental agreements are $10,000 or more.

NOTE: All forms listed in this document are available for download at the FDOT website (http://www2.dot.state.fl.us/proceduraldocuments/forms/forms.asp) or from the project Resident Compliance Specialist (RCS). Additionally, the Florida Department of Transportation Equal Employment Opportunity Construction Contract Compliance Workbook is available online at:
http://www.dot.state.fl.us/equalopportunityoffice/ContractComplianceWorkbook.shtm
Please note that updates to this workbook are made annually.

DBE Commitment in EOC:

- As of 10/3/12, the FDOT has implemented the new Equal Opportunity Compliance (EOC) System. The Commitment is due to be input on or before the Preconstruction Conference. The Prime Contractor is responsible for inputting the Commitment data and DBE subcontractor payment information. Has the Commitment been entered?

- Revised Commitment are required if a DBE is added/reduced or if there are any changes to the DBE's contract dollar amount.

DBE Reporting in the EOC: The Standard Specifications for Road and Bridge Construction requires the reporting of actual payments to DBEs in the internet based EOC System. DBE payments are to be input into the EOC System each month.

- **Local Agency Projects**: Prime Contractor is responsible for inputting DBE payments into the EOC system.

Jobsite Bulletin Board: Prime Contractors are responsible for the job-site installation and maintenance of a fixture for the display to all workers and the public, of information on various rights, protections and appeals. This fixture should be in a prominent and accessible site within the limits of the project. The required content of the Job Site Bulletin Boards is shown in table 4.2.5 of the EEO Construction Contract Compliance Workbook. Periodic inspection of the board will be conducted by the RCS.

EEO Officer Identification: The EEO Officer's appointment is communicated to FDOT by completing the EEO Officer Notification Form (No. 275-021-13) and emailing it to the Equal Opportunity Office in Tallahassee. This form is also used to update that information in the event of new appointees, name changes or contact data changes. The completed form is e-mailed to ***EEOforms@dot.state.fl.us***.

Sublets: Certification of Sublet Agreement with Schedule A and Rental Agreements are due before the subcontractor begins work on the project. Notification must be forthcoming before any Temporary Employment/Day Laborers Agencies' workers report to the project site.

FHWA 1273: The prime contractor is responsible for ensuring that FHWA 1273 Required Contract Provisions for Federal Aid Construction is inserted, in its entirety, in all contractor agreements including subcontracts, and lower tier subcontracts that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. A review of executed lower tier contracts will be conducted to ensure adherence with the Contract Provisions.

Certified Weekly Payrolls: Prime Contractor and each subcontractor shall furnish a certified payroll; Photocopies, fax, emailed etc. may be accepted for wages paid each of its employees to the Resident Compliance Specialist each week in which any contract work is performed. Payrolls are due within seven (7) days of the regular payment date. Payrolls inclusive of:

- Employee information, as set forth by CFR 29, Part 1.6 (2). (b) Is to be included on the payroll. Each employee must have an identifying number whether it is the employee's id number or the last four of the social security number. Additionally, FDOT would like the payrolls to include race and sex (refer to Table 6.5.2 for categories and abbreviations).If race and gender are not provided on the payroll, then the contractor shall maintain records that document the race and gender of covered worker and shall provide them upon request.
- Gross wages on the project and those of all projects must be shown on each payroll (i.e. Enter a slash to show gross amount for $s made on the FDOT project above the line and total gross $s for all projects worked below the line).
- Deductions other than FICA or withholding taxes must be identified. The amount of each and every deduction shall be listed along with its description, including those not requiring USDOL authorization. Any loan or pay advance to employees by the contractor/subcontractor requires a signed authorization by the employee for the deductions.
- Wage Rates: **The wage rate to be used on this project is _____.** Workers shall be paid according to the duties they perform. If the worker is involved in multiple classifications during a workweek, the contractor can either pay all the hours at the rate of the highest paid classification or separately document the hours spent in each classification and pay them as such.
- Warranty work: A certified payroll is required for construction craft and laborers performing warranty work if the employee(s) spend more than 20% of their work week on the site of the original work. These need to be submitted to the FDOT Project Manager.

Annual July EEO Report*:* *(RCS NOTE: Only refer to this if you're project will still be active during the month of July)* All full-time and part-time employees employed on the specific FAP project during the selected July pay period must be accounted for by sex

and race for each of the fifteen job categories. Note that Officials (Managers), Supervisors, Foremen/women and Clerical who are assigned primarily to the project are included in this report. The report is based on the contractor's final July pay period which is the last active pay week which falls fully within July. The pay period must have a start and end date between July 1 and July 31. The report is due on or before Aug. 20. A reminder will be sent concerning the report.

On-The-Job Training:

- **(RCS note OJT if required)**: ____ trainees are required for this project. There will be a post precon meeting to address the OJT requirements for this project.
- **(RCS note If not required):** There are no OJT requirements for this project. However, Florida has a voluntary OJT Program. Your company can train on a state project for banking purposes and pull from the bank for future federal projects that have OJT requirements. If interested in this program, it is the contractor's responsibility to request a meeting, in writing, to Wanda Syfrett. No training will be allowed prior to the meeting.
- **Company-Wide EEO Report (Form No. 275-021-07**): This report is to be maintained and made available upon request for a compliance review or determination of OJT.

Records to be maintained are as followed:

- **EEO Information to Project Personnel:** Contractors are to routinely inform their project employees of their equal employment opportunity civil rights, the contractor's policies, procedures and various wage/payroll protections. This information can be presented in meetings or through other appropriate means such as employee handbooks, notices and posters.
- **Supervisory & Office Personnel Meeting Minutes:** Within 30 days of hire or appointment, supervisory personnel and others involved in personnel matters are to be oriented in the required major topics and a record of that orientation (inclusive of date, topics, etc.) is to be maintained every six months.
- **EEO/AA Policy Plan:** A company must have a policy and plan established and implemented before the 1st workday of the project and made available upon request. If a contractor does not have a plan established model documents can be downloaded from the FDOT Equal Opportunity Office website.
- **Contractor Recruitment Program:** Initiate before the 1st work day. Contractors are to maintain, retain and make readily available records documenting all recruitment activities at all company locations where recruitment or hiring occurs for the Florida construction workforce. The contractor's recruitment records and associated analysis are to be well organized and ready for presentation in a manner that reflects compliance with all elements of the required compliance program. For detailed information please refer to Section 3.5 of the EEO Construction Contract Compliance Workbook
- **Non Segregated Facilities:** Contractors are to ensure working conditions and facilities are used or provided in association with employment are not

discriminatory. Contractors are to maintain and make available a written record documenting their compliance with the Non Segregated Facilities Provisions.

- **DBE Affirmative Action Program Plan:** Contractor must have an approved Disadvantaged Business Enterprise (DBE) Affirmative Action program plan established and implemented. The plan is approved for three (3) year period and should be updated prior to the expiration or when there is a change in the DBE Liaison Officer and/or the Company official who signs the plan.
- **Company-Wide EEO Report (Form No. 275-021-07**): This report is to be maintained and made available upon request for a compliance review or determination of OJT.

Executive Order 11246: Affirmative Action requirements are located in the contract and are enforce by U. S. Department of Labor. Minority and female participation is expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area. Also, be aware that your company may be subject to review by the US Dept. of Labor, OFCCP.

Labor and EEO Compliance Interviews: Interviews will be conducted on this project and we ask that you make your employees aware of this and ask for their cooperation.

Trucker Interviews: Periodically, truck drivers who perform on-site hauling are subject to job-site interview by representatives of FDOT or other agencies. The primary purpose of the interview is to confirm job site authorization and eligibility for claiming owner-operator status. A Trucker Interview may be conducted on any truck associated with the project in order to affirm that unauthorized firms are not operating on the project.

Non-Compliance Issues: All communications regarding performance deficiency are addressed to the prime contractor for resolution. Following consultation with the District Contract Compliance Manager, a Performance Deficiency Letter may be issued due to recurring issuance of the Notice of Delinquency letter and/or recurring issuance of payroll violations. For further details concerning non-compliance issues please refer to Table 1.6.5.1 of the EEO Construction Contract Compliance Workbook

DBE Utilization: Florida has a 100% Race Neutral DBE Program and does not currently permit contract goals. However, utilization of DBE Firms supports the success of Florida's voluntary DBE program and the contractor's EEO and DBE Affirmative Action Programs. The Dept. has a 9.91% overall goal and contractors are urged to utilize DBEs when possible. *(RCS NOTE: Goals are subject to change annually at the end of the year – check for correct goal % prior to precon)*

Commercially Useful Function (CUF): When a DBE participates in a contract, only the value of the work actually performed by the DBE's workforce is counted as DBE participation. A DBE firm performs a CUF when it is responsible for execution of a distinct element of the work with its own workforce and it carries out its responsibilities by actually performing, managing and supervising the work involved. A CUF will be performed during each of the DBE's first three active months. Additional CUF

monitoring reports will be initiated until such time as it can be verified that 30% of the contract was performed with the DBE's own workforce. The 30% requirement does not apply to DBE Trucking.

Reminder: The prime contractor is responsible for all subcontractors' submittals. If you have any EEO concerns please contact me (RCS Note: insert your name here) at _____ to resolve the matter quickly and avoid non-compliance. *(RCS NOTE: Give contractor a business card or give office #)*

EXHIBIT 2

LOCAL AGENCY PROGRAM CONSTRUCTION CONTRACT REQUIREMENTS

FOR

CR2297 (COOKS BAYOU) BRIDGE REPLACEMENT PROJECT

FPID: 433908-1-58-01 and 433908-1-68-01

TERMS FOR FEDERAL AID CONTRACTS (APPENDIX I):

The following terms apply to all contracts in which it is indicated that the services involve the expenditure of federal funds:

A. It is understood and agreed that all rights of the Local Agency relating to inspection, review, approval, patents, copyrights, and audit of the work, tracing, plans, specifications, maps, data, and cost records relating to this Agreement shall also be reserved and held by authorized representatives of the United States of America.

B. It is understood and agreed that, in order to permit federal participation, no supplemental agreement of any nature may be entered into by the parties hereto with regard to the work to be performed hereunder without the approval of the U.S. Department of Transportation, anything to the contrary in this Agreement not withstanding.

C. Compliance with Regulations: The Consultant shall comply with the Regulations: relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Agreement.

D. Nondiscrimination: The Consultant, with regard to the work performed during the contract, shall not discriminate on the basis of race, color, national origin, sex, age, disability, religion or family status in the selection and retention of subcontractors, including procurements of material and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

E. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations made by the Consultant, either by competitive bidding or negotiation for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the basis of race, color, national origin, sex, age, disability, religion or family status.

F. Information and Reports: The Consultant will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

G. Sanctions for Noncompliance: In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Local Agency shall impose such contract sanctions as it or the Florida Department of Transportation, Federal Transit Administration, Federal Aviation Administration, and/or Federal Motor Carrier Safety Administration may determine to be appropriate, including, but not limited to,

1. withholding of payments to the Consultant under the contract until the Consultant complies and/or

2. cancellation, termination or suspension of the contract, in whole or in part.

H. Incorporation or Provisions: The Consultant will include the provisions of Paragraph C through I in every subcontract, including procurements of materials and leases of equipment unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the Local Agency, Florida Department of Transportation, Federal Highway Administration, Federal Transit Administration, Federal Aviation Administration, and/or the Federal Motor Carrier Safety Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance. In the event a Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the Local Agency to enter into such litigation to protect the interests of the Local Agency, and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

I. Compliance with Nondiscrimination Statutes and Authorities: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21; The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment

of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects); Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex); Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27; The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex); The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not); Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38; The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex); Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations; Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100); Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

J. Interest of Members of Congress: No member of or delegate to the Congress of the United States will be admitted to any share or part of this contract or to any benefit arising therefrom.

K. Interest of Public Officials: No member, officer, or employee of the public body or of a local public body during his tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. For purposes of this provision, public body shall include municipalities and other political subdivisions of States; and public corporations, boards, and commissions established under the laws of any State.

L. Participation by Disadvantaged Business Enterprises: The Consultant shall agree to abide by the following statement from 49 CFR 26.13(b). This statements shall be included in all subsequent agreements between the Consultant and any subconsultant or contractor.

> The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in termination of this contract or other such remedy as the recipient deems appropriate.

M. It is mutually understood and agreed that the willful falsification, distortion or misrepresentation with respect to any facts related to the project(s) described in this Agreement is a violation of the Federal Law. Accordingly, United States Code, Title 18, Section 1020, is hereby incorporated by reference and made a part of this Agreement.

N. It is understood and agreed that if the Consultant at any time learns that the certification it provided the Local Agency in compliance with 49 CFR, Section 26.51, was erroneous when submitted or has become erroneous by reason of changed circumstances, the Consultant shall provide immediate written notice to the Local Agency. It is further agreed that the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction" as set forth in 49 CFR, Section 29.510, shall be included by the Consultant in all lower tier covered transactions and in all aforementioned federal regulation.

O. The Local Agency hereby certifies that neither the consultant nor the consultant's representative has been required by the Local Agency, directly or indirectly as an express or implied condition in connection with obtaining or carrying out this contract, to

1. employ or retain, or agree to employ or retain, any firm or person, or

2. pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind;

The Local Agency further acknowledges that this agreement will be furnished to a federal agency, in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws,

both criminal and civil.

P. The Consultant hereby certifies that it has not:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above contractor) to solicit or secure this contract;

2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out this contract; or

3. paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for the above contractor) any fee contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract.

The consultant further acknowledges that this agreement will be furnished to the Local Agency, the State of Florida Department of Transportation and a federal agency in connection with this contract involving participation of Federal-Aid funds, and is subject to applicable State and Federal Laws, both criminal and civil.

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: Hatch Mott MacDonald Florida, LLC

By: David D. Skipper, PE

Date: 2/19/16

Title: Vice President

Instructions for Certification

Instructions for Certification - Lower Tier Participants:
(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost $25,000 or more - 2 CFR Parts 180 and 1200)
a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the $25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS
(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer 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.)

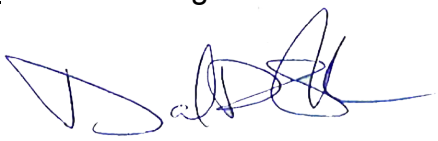
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to 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: David D. Skipper, PE Date: 2/19/16 Authorized Signature

Title: Vice President



TRUTH IN NEGOTIATION CERTIFICATION

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.

Hatch Mott MacDonald Florida, LLC
Name of Consultant

By: _____ 2/19/16
David D. Skipper, PE — Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-030-50
PROCUREMENT
OGC - 09/16

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

I certify that I have no present conflict of interest, that I have no knowledge of any conflict of interest that my firm may have, and that I will recuse myself from any capacity of decision making, approval, disapproval, or recommendation on any contract if I have a conflict of interest or a potential conflict of interest.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the Department, and therefore may not accept benefits of any sort under circumstances in which it could be inferred by a reasonable observer that the benefit was intended to influence a pending or future decision of theirs, or to reward a past decision. Consultants performing work for the Department should avoid any conduct (whether in the context of business, financial, or social relationships) which might undermine the public trust, whether or not that conduct is unethical or lends itself to the appearance of ethical impropriety.

I will maintain the confidentiality of all information not made public by the Florida Department of Transportation ("Department") related to the procurement of the above-referenced ("Project") that I gain access to as a result of my involvement with the Project ("Procurement Information"). I understand that Procurement Information includes, but is not limited to, documents prepared by or for the Department related to procurement of the Project. I also understand that Procurement Information includes, but is not limited to, documents submitted to the Department by entities seeking an award of the Project ("Proposers"). I understand that Procurement Information may include documents submitted by Proposers related to letters of response/letters of interest, technical proposals, price proposals, financial proposals, and information shared during exempt meetings. I also understand that Procurement Information may also include documents that evaluate or review documents submitted by Proposers, and information regarding Project cost estimates. I also agree not to discuss the Project with anyone who is a member of or acting on behalf of a Proposer.

Unless so ordered by a court of competent jurisdiction or an opinion of the Office of the Florida Attorney General, I will not divulge any Procurement Information except to individuals who have executed a Conflict of Interest/Confidentiality Certification which has been approved by the Department ("Project Personnel"). I understand that a list of Project Personnel will be maintained by Department. If I am contacted by any member of the public or the media with a request for Procurement Information, I will promptly forward such request to the Department's Procurement Office. I will also maintain security and control over all documents containing Procurement Information which are in my custody.

I agree not to solicit or accept gratuities, unwarranted privileges or exemptions, favors, or anything of value from any firm under consideration for an agreement associated with the Project, and I recognize that doing so may be contrary to statutes, ordinances, and rules governing or applicable to the Department or may otherwise be a violation of the law.

I agree not to engage in bid tampering, pursuant to Section 838.22, Florida Statutes.

I realize that violation of the above mentioned standards could result in the termination of my work for the Department. I further realize that violation of the above mentioned statute would be punishable in accordance with Section 838.22, Florida Statutes.

Advertisement No./ Solicitation No.	Description	Financial Project Number(s)
16-06	Construction Engineering & Inspection Services for CR2297 (Cooks Bayou)	433908-1-58-01
	Bridge Replacement Project	433908-1-68-01

Click here for additional page for typing Names, Project Description and Financial Project Numbers

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

CONFLICT OF INTEREST/CONFIDENTIALITY CERTIFICATION FOR CONSULTANT/CONTRACTOR/TECHNICAL ADVISORS

Additional Page

Advertisement No./ Solicitation No.	Description	Financial Project Number(s)

Each undersigned individual agrees to the terms of this Conflict of Interest/Confidentiality Certification.

Printed Names	Signatures	Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DBE PARTICIPATION STATEMENT

375-030-21
PROCUREMENT
10/01

Note: The Consultant is required to complete the following information and submit this form with the technical proposal.

Project Description: 16-06 - CEI for the CR 2297 (Cooks Bayou) Bridge Replacement Project

Consultant Name: Hatch Mott MacDonald Florida, LLC

This consultant ( ) is (X) is not a Department of Transportation certified Disadvantaged Business Enterprise (DBE).

Expected percentage of contract fees to be subcontracted to DBE(s): 0 %

If the intention is to subcontract a portion of the contract fees to DBE(s), the proposed DBE sub-consultants are as follows:

DBE Sub-Consultant	Type of Work/Commodity

By: David D. Skipper, PE
Title: Vice President
Date: 2/19/16

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

375-040-62
PROCUREMENT
04/07

BID OPPORTUNITY LIST FOR PROFESSIONAL CONSULTANT SERVICES, AND COMMODITIES & CONTRACTUAL SERVICES

Prime Contractor/Prime Consultant: Hatch Mott MacDonald Florida, LLC

Address/Phone Number: 11-C West 23rd St, Panama City, FL 32405, (850) 484-6011

Procurement Number/Advertisement Number: RFQ No. 16-06 / Financial Project ID: 433908-1

49 CFR Part 26.11 The list is intended to be a listing of all firms that are participating, or attempting to participate, on DOT-assisted contracts. The list must include all firms that bid on prime contracts, or bid or quote subcontracts and supplies materials on DOT-assisted projects, including both DBEs and non-DBEs. For consulting companies this list must include all subconsultants contacting you and expressing an interest in teaming with you on a specific DOT-assisted project. Prime contractors and consultants must provide information for Numbers 1, 2, 3 and 4, and should provide any information they have available on Numbers 5, 6, 7, and 8 for themselves, and their subcontractors and subconsultants.

1. Federal Tax ID Number: 59-1294824
2. Firm Name: Hatch Mott MacDonald Florida, LLC
3. Phone: (850) 484-6011
4. Address: 11-C West 23rd St
   Panama City, FL 32405
5. Year Firm Established: 1956

6. ☐ DBE
   ☒ Non-DBE
7. ☐ Subcontractor
   ☐ Subconsultant

8. Annual Gross Receipts
   ☐ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☒ More than $15 million

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1. Federal Tax ID Number: 59-3348254
2. Firm Name: Panhandle Engineering, Inc.
3. Phone: 850-763-5200
4. Address: 3005 Lynn Haven Pkwy
   Lynn Haven, FL 32444
5. Year Firm Established: 1991

6. ☐ DBE
   ☒ Non-DBE
7. ☐ Subcontractor
   ☒ Subconsultant

8. Annual Gross Receipts
   ☐ Less than $1 million
   ☒ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

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1. Federal Tax ID Number: 73-1712361
2. Firm Name: Foundation & Geotechnical Engineering
3. Phone: 813-759-2426
4. Address: 608 Hitchcock St
   Plant City, FL 33563
5. Year Firm Established: 2004

6. ☐ DBE
   ☒ Non-DBE
7. ☐ Subcontractor
   ☒ Subconsultant

8. Annual Gross Receipts
   ☐ Less than $1 million
   ☒ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

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1. Federal Tax ID Number: 35-2540829
2. Firm Name: Anchor CEI, Inc.
3. Phone: 850-819-8080
4. Address: 321 Magnolia Ave
   Panama City, FL 32401
5. Year Firm Established: 2015

6. ☐ DBE
   ☒ Non-DBE
7. ☐ Subcontractor
   ☒ Subconsultant

8. Annual Gross Receipts
   ☒ Less than $1 million
   ☐ Between $1 - $5 million
   ☐ Between $5 - $10 million
   ☐ Between $10 - $15 million
   ☐ More than $15 million

AS APPLICABLE, PLEASE SUBMIT THIS FORM WITH YOUR:

BID SHEET (Invitation to Bid – ITB)
LETTERS OF RESPONSE (LOR)
PRICE PROPOSAL (Request for Proposal – RFP)
REPLY (Invitation to Negotiate – ITN)

EXHIBIT 3
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

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 $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.

☐ **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.

EXHIBIT 4
ENGINEER'S BILLING RATE SUMMARY

CONSULTANT	NAME	EMPLOYEE / WORK TYPE	UNIT	COST PER UNIT
Hatch Mott MacDonald Florida LLC	David Skipper	CEI Senior Project Engineer	hr	$ 238.79
	Chad Franks	CEI Project Administrator/CEI Project Engineer	hr	$ 137.58
	Eric Thomann	CEI Contract Support Specialist	hr	$ 86.79
	David Wolfenden	CEI Senior Inspector/Senior Engineer Intern	hr	$ 82.22
	John Baggs	CEI Senior Inspector/Senior Engineer Intern	hr	$ 75.10
	Susan Howell	CEI Secretary/Clerk Typist	hr	$ 53.83
Hatch Mott MacDonald Florida LLC - Survey	TBD	2-Man Survey Crew	day	$ 1,151.60
	TBD	Surveyor and mapper	hr	$ 141.15
	TBD	Survey Technician	hr	$ 88.94
Foundation & Geotechnical Engineering, LLC	TBD	Geotechnical Engineer	hr	$ 99.09
	TBD	Senior Geotechnical Engineer	hr	$ 151.74
	TBD	PDA Mobilizations	unit	$ 250.00
	TBD	PDA Equipment	day	$ 600.00
Anchor CEI, INC.	TBD	CEI Res Compliance Specialist	hr	$ 59.00
	TBD	Public Involement Officer	hr	$ 85.00
Panhandle Engineering, INC.	TBD	CEI Inspector	hr	$ 64.00
NOVA Engineering and Environmental LLC	NA	Vertification Testing	LS	$ 6,500.00

Bay County Board of County Commissioners
Agenda Item Summary

CR 389 @ 26th Street Intersection Contract Award

DEPARTMENT MAKING REQUEST/NAME:
Public Works Department Keith Bryant, P.E., PTOE, Director

MEETING DATE: 3/21/2017

REQUESTED MOTION/ACTION:
Board: 1) Award the contract to GAC Contracting, Inc. for the CR389 (East Ave) Intersection Improvement project in the amount of $389,800.00 and authorize the Chairman to execute the contract; and, 2) Authorize contingency and testing funds in the amount of $38,980 (10%). **(DISTRICTS II & IV)**

AGENDA
Public Works - Consent

BUDGETED ITEM? Yes
BUDGET ACTION:
NONE NEEDED.
FINANCIAL IMPACT SUMMARY STATEMENT:
PROJECT FUNDED BY FDOT SAFETY GRANT. NO LOCAL FUNDING REQUIRED. FUNDS ARE AVAILABLE IN 0232-5616302

BACKGROUND:
On October 4, 2016, the Board approved the Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) for the construction of a turn lane on CR 389 @ 26th Street Intersection **(EXHIBIT 1)**. The agreement authorizes expenditures of funds in the amount of $397,000 for the construction of this project.

On January 20, 2017, an Invitation to Bid (ITB) was advertised for the project and a pre-bid meeting was held on February 1, 2017. The proposals were received electronically and opened on February 20, 2017. The price proposals resulting from the ITB are listed below:

PROPOSER	BASE BID PRICE PROPOSAL
GAC Contractors, Inc..	$389,800.00
C.W. Roberts Contracting, Inc	$474,489.19
C-Miles Construction	$507,491.25
Roberts and Roberts, Inc.	$514,369.85

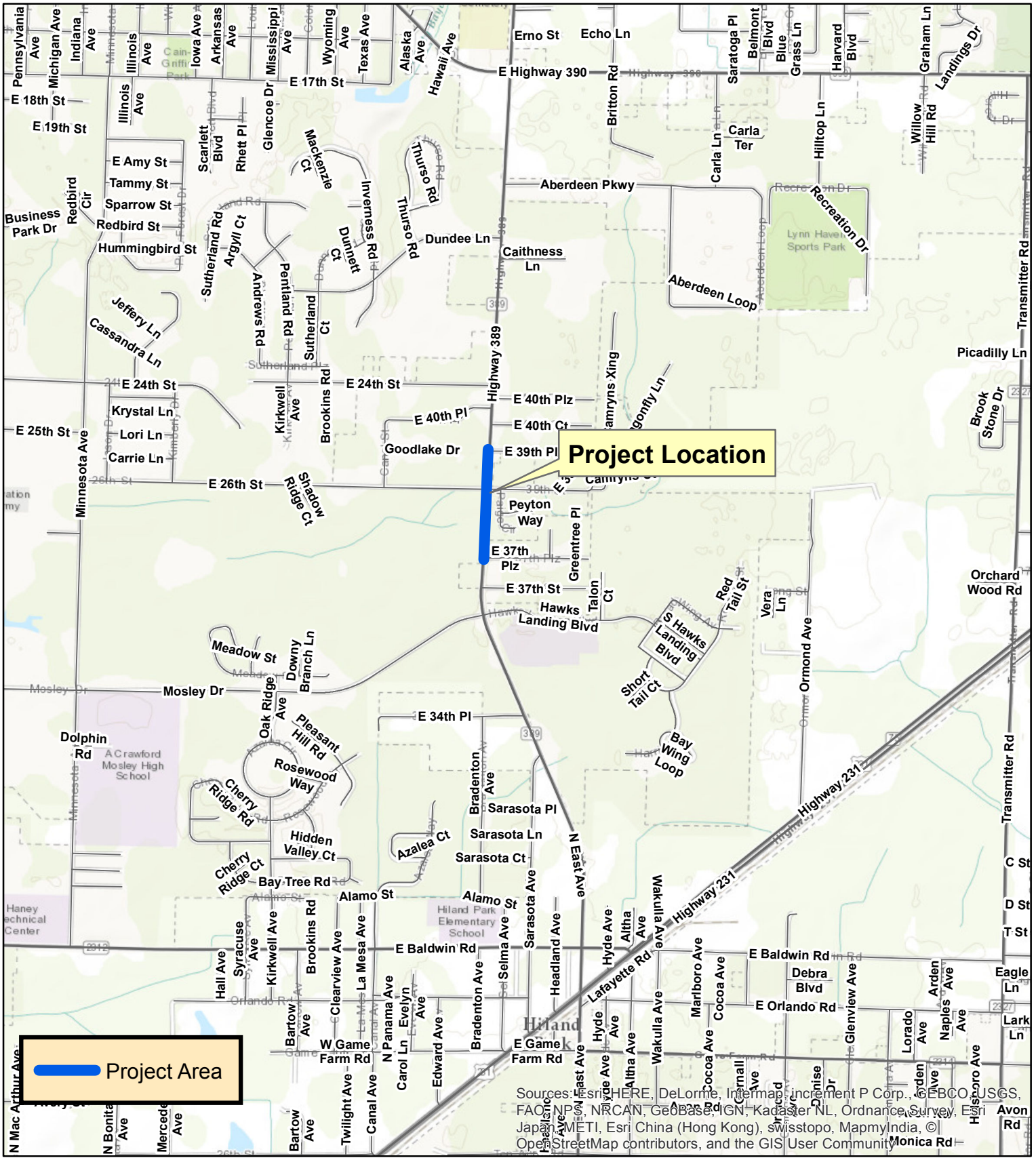
Staff has evaluated the bids and GAC Contracting, Inc. was the lowest responsible bidder. The contract is attachd as (**Exhibit 2)**.

ATTACHMENTS:

Description	Type
CR389 @ 26th St Exhibit 1	Exhibit
Exhibit 2 GAC Contractors 17-09 CR389 Intersection Improvements	Exhibit

EXHIBIT 1

Exhibit 1: CR 389 @ E. 26th St Intersection



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 hereby disclaimed.

1 in = 0.32 miles

CONTRACT 17-09 CR389 (EAST AVE) INTERSECTION IMPROVEMENTS
FPID 435255-1 Federal-Aid Project No. 435255-1-58-01

This Contract, dated March 21, 2017 is between the Bay County Board of Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and GAC Contractors, Inc., located at 4116 Highway 231 North, Panama City, FL 32404 ("Contractor").

1. Scope of Work

The County desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies to improve the intersection of County Road 389 (East Avenue) and 26th/39th Street by adding turn lanes, traffic striping, and signage. The turn lane extending south of the intersection on County Road 389 will be connected to the turn lane for Hawks Landing Blvd.

The Contractor will perform those services in accordance with the Bay County construction plans titled "26th and 39th St at Hwy 389 Intersection Improvements" dated January 22, 2015 and FDOT Standard Specifications for Road and Bridge Construction 2015 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 17-09 CR389 (East Avenue) Intersection 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.

The Contractor and all subcontractors shall comply with the Prevailing Minimum Wage obtained at www.wdol.gov and attached as **Exhibit 4**.

2. Term

This Contract shall commence upon the date of receipt of the "Notice to Proceed" and work shall be completed in 120 calendar days. Should the Contractor fail to complete the work by the specified date, the County shall deduct from the Contract Price the amount of $1,074.00 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 date of the Notice to Proceed.

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 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.

e. The Contractor shall maintain books, records and documents directly pertinent to performance under this Contract in accordance with generally accepted accounting principles consistently applied. The County, the State of Florida, or their authorized representatives shall have access to such records for audit purposes during the term of this Contract and for five (5) years following Contract completion.

10. Public Records Custodian

If the Contractor has 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 County Public Works Director 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.

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 5** 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 Expenses3

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 Contract 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.

d. 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:	For the Contractor:
Bay County Public Works Department	GAC Contractors, Inc.
Attn: Josee Cyr	Attn: Derwin White
840 W. 11th Street	4116 Highway 231 N
Panama City, FL 32401	Panama City, FL 32404

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. 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.

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 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.

c. 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. Severability

Should any provision of the Contract be determined by a court with jurisdiction to be unenforceable, such a determination shall not affect the validity or enforceability of any other section or part thereof.

23. 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.

[SIGNATURES ON THE FOLLOWING PAGE]

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. Dozier, Chairman

Attest:

_____
Bill Kinsaul, Clerk of Court

Approved as to form

_____
Office of Bay County Attorney

GAC CONTRACTORS, 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 GAC Contractors, 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 17-09
3. LAP Required Documents
4. Wage Table FL201
5. Insurance Requirements

EXHIBIT 1
SPECIFICATIONS PACKAGE

December 16, 2016
PREPARED BY: Steve Dellies

ATTACHMENT 2
SPECIFICATIONS PACKAGE

FINANCIAL PROJECT ID(S): 435255-1-58-01

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 – 55

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 **3**

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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, 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.

16. The Contractor's proposed staging/storage area must comply with the Endangered Species Act, Section 4F and Section 106 of the Code of Federal Regulations. Refer to Sections 7-1.4 and 7-1.8 of FDOT's Division 1 Specification.

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

SECTION 4 is deleted except for the following:

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

Table 4-3.2.1	
Item	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

SECTION 5 is deleted except for the following:

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.

7-1.4 Compliance with Federal Endangered Species Act and other Wildlife Regulations:
The Federal Endangered Species Act requires that the Department investigate the potential impact to a threatened or endangered species prior to initiating an activity performed in conjunction with a highway construction project. If the Department's investigation determines that there is a potential impact to a protected, threatened or an endangered species, the Department will conduct an evaluation to determine what measures may be necessary to mitigate such impact. When mitigation measures and/or special conditions are necessary, these measures and conditions will be addressed in the Plans or in permits as identified in 7-2.1.

In addition, in cases where certain protected, threatened or endangered species are found or appear within close proximity to the project boundaries, the Department has established guidelines that will apply when interaction with certain species occurs, absent of any special mitigation measures or permit conditions otherwise identified for the project.

These guidelines are posted at the following URL address:

http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/endangeredwildlifeguidelines.pdf .

Take responsibility to obtain this information and take all actions and precautions necessary to comply with the conditions of these guidelines during all project activities.

Prior to establishing any off-project activity in conjunction with a project, notify the Engineer of the proposed activity. Covered activities include but are not necessarily limited to borrow pits, concrete or asphalt plant sites, disposal sites, field offices, and material or equipment storage sites. Include in the notification the Financial Project ID, a description of the activity, the location of the site by township, range, section, county, and city, a site location map including the access route, the name of the property owner, and a person to contact to arrange a site inspection. Provide this notification sufficiently in advance of planned commencement of the off-site activity, to allow a reasonable period of time for the Engineer to conduct an investigation without delaying job progress.

Do not perform any off-project activity without obtaining written clearance from the Engineer. In the event the Department's investigation determines a potential impact to a protected, threatened or endangered species and mitigation measures or permits are necessary, coordinate with the appropriate resource agencies for clearance, obtain permits and perform mitigation measures as necessary. Immediately notify the Engineer in writing of the results of this coordination with the appropriate resource agencies. Additional compensation or time will not be allowed for permitting or mitigation, associated with Contractor initiated off-project activities.

7-1.8 Compliance with Section 4(f) of the USDOT Act: Section 4(f) of the USDOT Act prohibits the U. S. Secretary of Transportation from approving a project which requires the use of publicly owned land of a public park, recreation area or a wildlife and waterfowl refuge, or of any historic site of national, state, or local significance unless there is no prudent or feasible alternative to using that land and the program or project includes all possible planning to minimize the harm to the site resulting from the use.

Before undertaking any off-project activity associated with any federally assisted undertaking, ensure that the proposed site does not represent a public park, recreation area, wildlife or waterfowl refuge, or a historic site (according to the results of the Cultural Resources Survey discussed in 120-6.2). If such a site is proposed, notify the Engineer and provide a description of the proposed off-site activity, the Financial Project ID, the location of the site by township, range, section, a county or city map showing the site location and including the access route and the name of the property. It is the Contractor's responsibility to provide justification for use of Section 4(f) property that is sufficient for the Florida Department of Transportation and the Federal Highway Administration to make a Section 4(f) determination. Provide this notification sufficiently in advance of planned commencement of the off-site activity to allow a reasonable time for the Engineer to conduct an investigation without delaying job progress. Do not begin any off-project activity without obtaining written clearance from the Engineer.

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
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

Estimated Contract Amount	Trainees Required
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.

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 – SCRUTINIZED COMPANIES.

7-30 Scrutinized Companies.

For Contracts $1,000,000 and greater, if the Department determines the Contractor submitted a false certification under Section 287.135(5) of the Florida Statutes, or if the Contractor has been placed on the Scrutinized Companies with Activities in the Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, the Department shall either terminate the Contract after it has given the Contractor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a) of the Florida Statutes, or maintain the Contract if the conditions of Section 287.135(4) of the Florida Statutes are met.

LEGAL REQUIREMENTS AND RESPONSIBILITY TO THE PUBLIC – TITLE VI ASSURANCE – DOT 1050.2A, APPENDIX A AND APPENDIX E.

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.).

FROM SECTION 8 (SUBLETTING, CONTRACT TIME EXTENSIONS, AND LIQUIDATED DAMAGES).

ARTICLE 8-1 is deleted.

8-7.3.2 Contract Time Extensions: The Department may grant an extension of Contract Time when a controlling item of work is delayed by factors not reasonably anticipated or foreseeable at the time of bid. The Department may allow such extension of time only for delays occurring during the Contract Time period or authorized extensions of the Contract Time period. When failure by the Department to fulfill an obligation under the Contract results in delays to the controlling items of work, the Department will consider such delays as a basis for granting a time extension to the Contract.

Whenever the Engineer suspends the Contractor's operations, as provided in 8-6, for reasons other than the fault of the Contractor, the Engineer will grant a time extension for any delay to a controlling item of work due to such suspension. The Department will not grant time extensions to the Contract for delays due to the fault or negligence of the Contractor.

The Department does not include an allowance for delays caused by the effects of inclement weather or suspension of Contractor's operations as defined in 8-6.4, in establishing Contract Time. The Engineer will continually monitor the effects of weather and, when found justified, grant time extensions on either a bimonthly or monthly basis. The Engineer will not require the Contractor to submit a request for additional time due to the effects of weather.

The Department will grant time extensions, on a day for day basis, for delays caused by the effects of rains or other inclement weather conditions, related adverse soil conditions or suspension of operations as defined in 8-6.4 that prevent the Contractor from productively performing controlling items of work resulting in:

1. The Contractor being unable to work at least 50% of the normal work day on pre-determined controlling work items; or

2. The Contractor must make major repairs to work damaged by weather, provided that the damage is not attributable to the Contractor's failure to perform or neglect; and provided that the Contractor was unable to work at least 50% of the normal workday on pre-determined controlling work items.

No additional compensation will be made for delays caused by the effects of inclement weather.

The Department will consider the delays in delivery of materials or component equipment that affect progress on a controlling item of work as a basis for granting a time extension if such delays are beyond the control of the Contractor or supplier. Such delays may include an area-wide shortage, an industry-wide strike, or a natural disaster that affects all feasible sources of supply. In such cases, the Contractor shall furnish substantiating letters from a representative number of manufacturers of such materials or equipment clearly confirming that the delays in delivery were the result of an area-wide shortage, an industry-wide strike, etc. No additional compensation will be made for delays caused by delivery of materials or component equipment.

The Department will not consider requests for time extension due to delay in the delivery of custom manufactured equipment such as traffic signal equipment, highway lighting equipment, etc., unless the Contractor furnishes documentation that he placed the order for such equipment in a timely manner, the delay was caused by factors beyond the manufacturer's control, and the lack of such equipment caused a delay in progress on a controlling item of work. No additional compensation will be paid for delays caused by delivery

of custom manufactured equipment.

The Department will consider the affect of utility relocation and adjustment work on job progress as the basis for granting a time extension only if all the following criteria are met:

1. Delays are the result of either utility work that was not detailed in the Plans, or utility work that was detailed in the Plans but was not accomplished in reasonably close accordance with the schedule included in the Contract Documents.

2. Utility work actually affected progress toward completion of controlling work items.

3. The Contractor took all reasonable measures to minimize the effect of utility work on job progress, including cooperative scheduling of the Contractor's operations with the scheduled utility work at the preconstruction conference and providing adequate advance notification to utility companies as to the dates to coordinate their operations with the Contractor's operations to avoid delays.

As a condition precedent to an extension of Contract Time the Contractor must submit to the Engineer:

A preliminary request for an extension of Contract Time must be made in writing to the Engineer within ten calendar days after the commencement of a delay to a controlling item of work. If the Contractor fails to submit this required preliminary request for an extension of Contract Time, the Contractor fully, completely, absolutely and irrevocably waives any entitlement to an extension of Contract Time for that delay. In the case of a continuing delay only a single preliminary request for an extension of Contract Time will be required. Each such preliminary request for an extension of Contract Time shall include as a minimum the commencement date of the delay, the cause of the delay, and the controlling item of work affected by the delay.

Furthermore, the Contractor must submit to the Engineer a request for a Contract Time extension in writing within 30 days after the elimination of the delay to the controlling item of work identified in the preliminary request for an extension of Contract Time. Each request for a Contract Time extension shall include as a minimum all documentation that the Contractor wishes the Department to consider related to the delay, and the exact number of days requested to be added to Contract Time. If the Contractor contends that the delay is compensable, then the Contractor shall also be required to submit with the request for a Contract Time extension a detailed cost analysis of the requested additional compensation. If the Contractor fails to submit this required request for a Contract Time extension, with or without a detailed cost analysis, depriving the Engineer of the timely opportunity to verify the delay and the costs of the delay, the Contractor waives any entitlement to an extension of Contract Time or additional compensation for the delay.

Upon timely receipt of the preliminary request of Contract Time from the Contractor, the Engineer will investigate the conditions, and if it is determined that a controlling item of work is being delayed for reasons beyond the control of the Contractor the Engineer will take appropriate action to mitigate the delay and the costs of the delay. Upon timely receipt of the request for a Contract Time extension the Engineer will further investigate the conditions, and if it is determined that there was an increase in the time or the cost of performance of the controlling item of work beyond the control of the Contractor, then an adjustment of Contract

Time will be made, and a monetary adjustment will be made, excluding loss of anticipated profits, and the Contract will be modified in writing accordingly.

The existence of an accepted schedule, including any required update(s), as stated in 8-3.2, is a condition precedent to the Contractor having any right to the granting of an extension of Contract Time or any monetary compensation arising out of any delay. Contractor failure to have an accepted schedule, including any required update(s), for the period of potential impact, or in the event the currently accepted schedule and applicable updates do not accurately reflect the actual status of the project or fail to accurately show the true controlling or non-controlling work activities for the period of potential impact, will result in any entitlement determination as to time or money for such period of potential impact being limited solely to the Department's analysis and identification of the actual controlling or non-controlling work activities. Further, in such instances, the Department's determination as to entitlement as to either time or compensability will be final, unless the Contractor can prove by clear and convincing evidence to a Disputes Review Board that the Department's determination was without any reasonable factual basis.

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

320 HOT MIX ASPHALT – PLANT METHODS AND EQUIPMENT.

(REV 3-24-16) (FA 3-30-16) (7-16)

SUBARTICLE 320-3.3.2 is deleted and the following substituted:

320-3.3.2 Storage: Equip asphalt binder storage tanks to heat the liquid asphalt binder to the temperatures required for the various mixtures. Heat the material in such a manner that no flame comes in contact with the binder. Heat or insulate all pipe lines and fittings. Use a circulating system of adequate size to ensure proper and continuous circulation during the entire operating period. Locate a thermometer, reading from 200 to 400°F, either in the storage tank or in the asphalt binder feed line. Maintain the asphalt binder in storage within a range of 230 to 370°F in advance of mixing operations. Locate a sampling device on the discharge piping exiting the storage tank or at a location as approved by the Engineer. Provide a metal can of one quart capacity for binder sampling at the request of the Engineer.

SUBARTICLE 320-6.1 is deleted and the following substituted:

320-6.1 Mixing: After the aggregate is dried and properly proportioned, mix the aggregate, along with any other components, with the asphalt binder to produce a thoroughly and uniformly coated mixture. Do not produce the mix by altering the component blend percentage of the RAP or sand by more than plus or minus 5.0% from the job mix formula on the approved mix design. For mix designs using fractionated RAP, the combined blend change for all RAP components must not exceed plus or minus 5.0%. The plus or minus 5.0% maximum component change does not apply to crushed virgin aggregate components during production.

334 SUPERPAVE ASPHALT CONCRETE.

(REV 2-12-16) (FA 3-30-16) (7-16)

SUBARTICLE 334-1.2 is deleted and the following substituted:

334-1.2 Traffic Levels: The requirements for Type SP Asphalt Concrete mixtures are based on the design traffic level of the project, expressed in 18,000 pound Equivalent Single Axle Loads (ESAL's). The five traffic levels are as shown in Table 334-1.

Table 334-1
Superpave Traffic Levels

Traffic Level	Traffic Level ($1x10^6$ ESAL's)

Table 334-1 Superpave Traffic Levels	
Traffic Level	Traffic Level ($1x10^6$ ESAL's)
A	<0.3
B	0.3 to <3
C	3 to <10
D	10 to <30
E	≥30

The traffic levels for the project are as specified in the Contract Documents. A Type SP mix one traffic level higher than the traffic level specified in the Contract Documents may be substituted, at no cost to the Department (i.e., Traffic Level B may be substituted for Traffic Level A, etc.). As an exception, the same traffic level and binder type that is used for the mainline traffic lanes may be placed in the shoulder at no additional cost to the Department.

SUBARTICLE 334-5.1.2 is deleted and the following substituted:

334-5.1.2 Acceptance Testing Exceptions: When the total combined quantity of hot mix asphalt for the project, as indicated in the Plans for Type SP and Type FC mixtures only, is less than 2000 tons, the Engineer will accept the mix on the basis of visual inspection. The Engineer may require the Contractor to run process control tests for informational purposes, as defined in 334-4, or may run independent verification tests to determine the acceptability of the material.

Density testing for acceptance will not be performed on widening strips or shoulders with a width of 5 feet or less, open-graded friction courses, variable thickness overbuild courses, leveling courses, any asphalt layer placed on subgrade (regardless of type), miscellaneous asphalt pavement, shared use paths, crossovers, gore areas, or any course with a specified thickness less than 1 inch or a specified spread rate that converts to less than 1 inch as described in 334-1.4. Density testing for acceptance will not be performed on asphalt courses placed on bridge decks or approach slabs; compact these courses in static mode only per the requirements of 330-7.7. In addition, density testing for acceptance will not be performed on the following areas when they are less than 1,000 feet (continuous) in length: turning lanes, acceleration lanes, deceleration lanes, shoulders, parallel parking lanes or ramps. Do not perform density testing for acceptance in situations where the areas requiring density testing is less than 50 tons within a sublot.

Density testing for acceptance will not be performed in intersections. The limits of the intersection will be from stop bar to stop bar for both the mainline and side streets. A random core location that occurs within the intersection shall be moved forward or backward from the intersection at the direction of the Engineer.

Where density testing for acceptance is not required, compact these courses (with the exception of open-graded friction courses) in accordance with the rolling procedure (equipment and pattern) as approved by the Engineer or with Standard Rolling Procedure as specified in 330-7.2. In the event that the rolling procedure deviates from the

procedure approved by the Engineer, or the Standard Rolling Procedure, placement of the mix shall be stopped.

The density pay factor (as defined in 334-8.2) for areas not requiring density testing for acceptance will be paid at the same density pay factor as for the areas requiring density testing within the same LOT. If the entire LOT does not require density testing for acceptance, the LOT will be paid at a density pay factor of 1.00.

SUBARTICLE 334-5.4.1 is deleted and the following substituted:

334-5.4.1 Lost or Missing Verification/Resolution Samples: In the event that any of the Verification and/or Resolution asphalt mixture samples that are in the custody of the Contractor are lost, damaged, destroyed, or are otherwise unavailable for testing, the minimum possible pay factor for each quality characteristic as described in 334-8.2 will be applied to the entire LOT in question, unless called for otherwise by the Engineer. Specifically, if the LOT in question has more than two sublots, the pay factor for each quality characteristic will be 0.55. If the LOT has two or less sublots, the pay factor for each quality characteristic will be 0.80. If only the roadway cores are lost, damaged, destroyed, or are otherwise unavailable for testing, then the minimum possible pay factor for density will be applied to the entire LOT in question. In either event, the material in question will also be evaluated in accordance with 334-5.9.5.

If any of the Verification and/or Resolution samples that are in the custody of the Department are lost, damaged, destroyed or are otherwise unavailable for testing, the corresponding QC test result will be considered verified, and payment will be based upon the Contractor's data.

916 BITUMINOUS MATERIALS.

(REV 2-16-16) (FA 3-30-16) (7-16)

SECTION 916 is deleted and the following substituted:

SECTION 916
BITUMINOUS MATERIALS

916-1 General.

All products supplied under this Specification shall be one of the products included on the Approved Product List (APL). Producers seeking evaluation of a product for inclusion on the APL shall submit an application in accordance with Section 6.

For liquid anti-strip agents, in addition to the above, producers shall include a report of test results from an independent laboratory confirming the material meets the requirements of this section. In lieu of submitting test results from an independent laboratory, the Department will evaluate the material. For each liquid anti-strip agent, the producer will submit one pint of a representative sample of liquid anti-strip agent to the State Materials Office when submitting the APL application to the Department's Product Evaluation Section.

Any marked variation from the original test values for a material below the established limits or evidence of inadequate quality control or field performance of a material will be considered sufficient evidence that the properties of the material have changed, and the material will be removed from the APL.

916-2 Superpave PG Asphalt Binder:

916-2.1 Requirements: Superpave Performance Graded (PG) asphalt binders, identified as PG 52-28, PG 58-22, PG 67-22, polymer modified asphalt (PMA) binders, PG 76-22 (PMA) and PG 82-22 (PMA), and asphalt rubber binders (ARB), PG 76-22 (ARB), shall meet the requirements of 916-2 and AASHTO M 332-14. All PG asphalt binders shall meet the following additional requirements:

1. The intermediate test temperature at 10 rad/sec. for the Dynamic Shear Rheometer (DSR) test (AASHTO T 315-12) shall be 26.5ºC for PG grades PG 67 and higher.

2. An additional high temperature grade of PG 67 is added for which the high test temperature at 10 rad/sec for the DSR test (AASHTO T 315-12) shall be 67ºC.

3. All PG asphalt binders having a high temperature designation of PG 67 or lower shall be prepared without modification.

4. All PMA binders having a high temperature designation higher than PG 67 shall only be produced with a styrene-butadiene-styrene (SBS) or styrene-butadiene (SB) elastomeric polymer modifier and the resultant binder shall meet all requirements of this Section.

5. Polyphosphoric acid may be used as a modifier not exceeding 0.75% by weight of asphalt binder for PG 76-22 (PMA), PG 76-22 (ARB), and PG 82-22 (PMA) binders.

6. PG 76-22 (ARB) shall meet the additional requirements of 916-2.1.1.

7. All PG asphalt binders having a high temperature designation of PG 67 or lower shall not have a high temperature true grade more than 5.9°C higher than the specified PG grade, (for example, if a PG 58-22 is specified, do not supply a PG 64-22 or higher).

For all PG binder used in all hot mix asphalt, silicone may be added to the PG binder at the rate of 25 cubic centimeters of silicone mixed to each 5,000 gallons of PG binder. If a disbursing fluid is used in conjunction with the silicone, the resultant mixture containing the full 25 cubic centimeters of silicone shall be added in accordance with the manufacturer's recommendation. The blending of the silicone with the PG binder shall be done by the supplier prior to the shipment. When the asphalt binder will be used with a foaming warm mix technology, refer to the technology supplier's guidance on the addition of silicone.

Where an anti-strip additive is required, per the requirements of Sections 334 and 337, the amount shall be from 0.25% to 0.75% by weight of asphalt binder. The anti-strip additive shall meet the requirements of 916-4. The anti-strip additive shall be introduced into the PG binder by the supplier during loading.

916-2.1.1 Additional Requirements for PG 76-22 (ARB): The following additional requirements apply only to PG 76-22 (ARB):

1. The asphalt binder shall contain a minimum of 7.0% ground tire rubber (GTR) by weight of asphalt binder.

2. The GTR shall meet the requirements of Section 919.

3. Polymer modification is optional for PG 76-22 (ARB).

4. Use of excess PG 76-22 (ARB): The Contractor may use excess PG 76-

22 (ARB) in other asphalt concrete mixes requiring the use of a PG 67-22 binder by blending with straight PG 67-22 binder so that the total amount of ground tire rubber in the binder is less than 2.0%. The Contractor may use excess PG 76-22 (ARB) in asphalt concrete mixtures requiring the use of a PG 52-28 or PG 58-22 by blending with the designated binder in such proportions that the total amount of ground tire rubber in the binder is less than 1.0%.

916-2.2 Compliance with Materials Manual: Producers of Superpave PG binders shall meet the requirements of Section 3.5, Volume II of the Department's Material Manual, which may be viewed at the following URL:
http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/Section3.5-100915.pdf

916-2.3 Reporting: Specification compliance testing results shall be reported for the tests in the table below, unless noted otherwise. Quality control (QC) testing results shall be reported for original binder DSR (G/sin δ and phase angle, as applicable).

SUPERPAVE PG ASPHALT BINDER		
Test and Method	Conditions	Specification Minimum/Maximum Value
Superpave PG Asphalt Binder Grade		Report
APL Number		Report
Modifier (name and type)	Polymer, Ground Tire Rubber with Approved Product List (APL) number, Sulfur, PPA, REOB, and any Rejuvenating Agents	Report
Original Binder		
Solubility, AASHTO T 44-14	in Trichloroethylene	Minimum 99.0% (Not applicable for PG 76-22 (ARB))
Flash Point, AASHTO T 48-06 (2015)	Cleveland Open Cup	Minimum 450ºF
Rotational Viscosity, AASHTO T 316-13	275ºF	Maximum 3 Pa·s[(a)]
Dynamic Shear Rheometer [(b)], AASHTO T 315-12	$G^*/\sin\delta$	Minimum 1.00 kPa
	Phase Angle, δ[(c)] PG 76-22 (PMA) and PG 76-22 (ARB)[(d)] PG 82-22 (PMA)	 Maximum 75 degrees Maximum 65 degrees
Separation Test, ASTM D 7173-14 and Softening Point, AASHTO T 53-09 (2013)	163±5°C 48 hours	 Maximum 15°F (PG 76-22 (ARB) only)

Rolling Thin Film Oven Test Residue (AASHTO T 240-09)		
Rolling Thin Film Oven, AASHTO T 240-13	Mass Change %	Maximum 1.00
Multiple Stress Creep Recovery, $J_{nr, 3.2}$ AASHTO M 332-14	Grade Temperature (Unmodified binders only)	"S" = 4.50kPa^{-1} max
Multiple Stress Creep Recovery, $J_{nr, 3.2}$[(d, e, f)] AASHTO M 332-14	67°C (Modified binders only)	"V" = 1.0 kPa^{-1} max "E" = 0.5 kPa^{-1} max Maximum $J_{nr,diff}$ = 75%
Multiple Stress Creep Recovery, %Recovery[(d, e)] AASHTO M 332-14	67°C (Modified binders only)	$\%R_{3.2} \geq 29.37 (J_{nr, 3.2})^{-0.2633}$
Pressure Aging Vessel Residue (AASHTO R 28-12)		
Dynamic Shear Rheometer, AASHTO T 315-12	$G^* \sin \delta$, 10 rad/sec.	Maximum 5000 kPa[(f, g]
Creep Stiffness, AASHTO T 313-12	S (Stiffness), @ 60 sec. m-value, @ 60 sec.	Maximum 300 MPa Minimum 0.300

(a) Binders with values higher than 3 Pa·s should be used with caution and only after consulting with the supplier as to any special handling procedures, including pumping capabilities.
(b) Dynamic Shear Rheometer (AASHTO T 315) shall be performed on original binders for the purposes of QC testing only.
(c) The original binder phase angle (AASHTO T 315-12) shall be performed at grade temperature.
(d) AASHTO T 315-12 and AASHTO T 350-14 will be performed at a 2 mm gap for PG 76-22 (ARB)
(e) All binders with a high temperature designation >67 will be tested at 67°C. PG 76-22 (PMA) and PG 76-22 (ARB) shall pass a "V" graded and PG 82-22 (PMA) shall pass an "E" grade per AASHTO M 332-14.
(f) A maximum Jnr diff = 75% does not apply for any Jnr value < 0.5 kPa-1.
(g) For all PG grades of a PG 67 or higher, perform the PAV residue testing at 26.5°C with a maximum of 5000 kPa.

916-3 Asphalt Emulsions.

916-3.1 Compliance with Materials Manual: Producers of asphalt emulsions shall meet the requirements of Section 3.4, Volume II of the Department's Material Manual, which may be viewed at the following URL:
http://www.dot.state.fl.us/programmanagement/Implemented/URLinSpecs/files/Section3.4-100915.pdf

916-3.2 Requirements: Use a prime coat meeting the requirements of AASHTO M 140-13 for anionic emulsions, AASHTO M 208-01 (2013) or AASHTO M 316-13 for cationic emulsions, or as specified in the Producer's QC Plan. For anionic emulsions, the cement mixing test will be waived. For tack products the minimum testing requirements shall include percent residue, naphtha content (as needed), one-day storage stability, sieve test, Saybolt Furol viscosity, original DSR, and solubility (on an annual basis). Residue testing shall be performed on residue obtained from distillation (AASHTO T 59-15) or low- temperature evaporation (AASHTO PP 72-11(2013) Method B).

916-4 Liquid Anti-strip Agents.

916-4.1 Requirements: Liquid anti-strip agents shall be tested in accordance with FM 1-T 283. A minimum tensile strength ratio of 0.80 must be obtained when testing the liquid anti-

strip with various aggregate sources and two nominal maximum aggregate size mixtures. Specific requirements are contained in the APL process.

916-4.2 Mix Design Verification: Inclusion of a liquid anti-strip agent on the APL does not guarantee that the anti-strip will be approved for use in an asphalt mixture. Particular aggregate sources may require moisture susceptibility testing per FM 1-T 283 for each mix design. Results from this testing may meet the Department's requirement of minimum tensile strength ratio of 0.80 or may indicate the need for a larger dosage rate of anti-strip agent (up to 0.75% maximum) or a different anti-strip agent to meet the specification requirements.

THIS COMPLETES THIS SPECIFICATIONS PACKAGE

EXHIBIT 2
CONTRACTOR'S RESPONSE

General Info

Total:

$389,800.00

Number

17-09

Deadline

02/20/2017 02:01 PM CST

Vendor

GAC Contractors, Inc.

Submitted

02/20/2017 12:22 PM CST **Signed By** Derwin White

Opened

02/20/2017 02:01 PM CST **By** kgrindle@baycountyfl.gov

Description

CR389 (East Avenue) Intersection 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 (central time) on Wednesday, February 1, 2017 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.

BID PRICE

$389,800.00

BID ITEM	DESCRIPTION	UNIT	QUANTITY	Price	Extension
101-1	MOBILIZATION	LS	1.00	$8,865.83	$8,865.83
102-1	MAINTENANCE OF TRAFFIC	LS	1.00	$25,827.16	$25,827.16
102-3	COMMERCIAL MATERIAL FOR DRIVEWAY MAINTENANCE	CY	17.00	$79.46	$1,350.82
104-10-3	SEDIMENT BARRIER	LF	650.00	$0.97	$630.50
110-1-1	CLEARING AND GRUBBING	LS	1.00	$23,172.62	$23,172.62
110-4	REMOVAL OF EXISTING CONCRETE PAVEMENT	SY	63.00	$17.08	$1,076.04
110-7-1	MAILBOX, F&I SINGLE	EA	1.00	$340.58	$340.58
120-1	REGULAR EXCAVATION (PLAN QUANTITY)	CY	1,417.00	$5.68	$8,048.56
120-2-2	BORROW EXCAVATION (TRUCK MEASURE)	CY	1,200.00	$8.52	$10,224.00
160-4	TYPE B STABILIZATION	SY	2,673.00	$3.28	$8,767.44
162-1-11	PREPARED SOIL LAYER, FINISH SOIL, 6"	SY	4,935.00	$3.24	$15,989.40
285-709	OPTIONAL BASE, BASE GROUP 9	SY	2,576.00	$20.00	$51,520.00
327-70-1	MILLING EXISTING ASPHALT PAVT, 1" AVG DEPTH	SY	4,034.00	$1.82	$7,341.88
334-1-23.1	SUPERPAVE ASPH CONC, TRAFFIC LEVEL C, PG76-22, PMA (LEVELING COURSE)	TN	166.00	$96.01	$15,937.66
334-1-23.2	SUPERPAVE ASPH CONC, TRAFFIC LEVEL C, PG76-22, PMA (STRUCTURAL COURSE)	TN	1,216.00	$87.46	$106,351.36
400-1-2	CONCRETE CLASS I, ENDWALLS	CY	6.52	$1,248.79	$8,142.11
425-6	VALVE BOXES, ADJUST	EA	2.00	$567.63	$1,135.26
430-174-118	PIPE CULVERT, ROUND 18"	LF	22.00	$41.57	$914.54
430-174-124	PIPE CULVERT, ROUND 24"	LF	50.00	$52.58	$2,629.00
430-174-218	PIPE CULVERT, ELIPTICAL, 14"X23"	LF	100.00	$52.36	$5,236.00
430-174-224	PIPE CULVERT, ELIPTICAL, 19"X30"	LF	224.00	$60.49	$13,549.76
430-175-130	PIPE CULVERT, ROUND 30"	LF	68.00	$70.74	$4,810.32
430-984-125	MITERED END SECTION, 18"	EA	2.00	$849.79	$1,699.58
430-984-129	MITERED END SECTION, 24"	EA	2.00	$1,191.10	$2,382.20

430-984-625	MITERED END SECTION, 14X23"	EA	4.00	$775.79	$3,103.16

BID PRICE

$389,800.00

BID ITEM	DESCRIPTION	UNIT	QUANTITY	Price	Extension
430-984-629	MITERED END SECTION, 19"X30"	EA	8.00	$1,017.82	$8,142.56
522-2	CONCRETE DRIVEWAYS, 6" THICK	SY	34.00	$63.86	$2,171.24
530-3-4	RIPRAP, RUBBLE, F&I, DITCH LINING	TN	13.00	$89.23	$1,159.99
570-1-2	PERFORMANCE TURF (BAHIA/BERMUDA)	SY	6,415.00	$4.88	$31,305.20
706-3	RETRO-REFLECTIVE PAVEMENT MARKERS	EA	150.00	$8.52	$1,278.00
710-11-101	PAINTED PAVT MARKINGS, STD, WHITE, SOLID, 6"	GM	1.62	$1,702.89	$2,758.68
710-11-125	PAINTED PAVT MARKINGS, STD, WHITE, SOLID, 24"	LF	10.50	$5.68	$59.64
710-11-160	PAINTED PAVT MARKINGS, STD, WHITE, MESSAGE	EA	11.00	$73.79	$811.69
710-11-201	PAINTED PAVT MARKINGS, STD, YELLOW, SOLID, 6"	GM	1.68	$1,702.89	$2,860.86
710-11-231	PAINTED PAVT MARKINGS, STD, YELLOW, SKIP, 6"	GM	0.51	$1,702.89	$868.47
711-11-101	THERMOPLASTIC, STANDARD, WHITE, SOLID, 6"	GM	0.54	$5,903.35	$3,187.81
711-11-124	THERMOPLASTIC, STANDARD, WHITE, SOLID, 18"	LF	91.60	$5.68	$520.29
711-11-125	THERMOPLASTIC, STANDARD, WHITE, SOLID, 24"	LF	10.50	$6.81	$71.51
711-11-160	THERMOPLASTIC, STANDARD, WHITE, MESSAGE	EA	11.00	$113.53	$1,248.83
711-11-201	THERMOPLASTIC, STANDARD, YELLOW, SOLID, 6"	GM	0.56	$5,903.35	$3,305.88
711-11-231	THERMOPLASTIC, STANDARD, YELLOW, SKIP, 6"	GM	0.17	$5,903.35	$1,003.57
					Total: $389,800.00

ATTACHMENT LIST

17-09 CR389 Intersection Improvements ITB
Instructions to Bidders

attachment 1 - pay item notes.pdf

attachment 2 - county special provisions.pdf

attachment 3 - lap requirements.pdf

attachment 4 fdot environmental.pdf

attachment 5 geotechnical report.pdf

attachment 6 project plans.pdf

bid bond form.pdf

addendum #1.pdf

REQUIRED DOCUMENT LIST

Name	Omission Terms	Submitted File
LAP Certification of Current Capacity & Status of Contracts on Hand FDOT LAP 525-010-46		current capacity (2).pdf
Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion FDOT LAP 375-030-32		certification debarment.pdf
Certification for Disclosure of Lobbying Activities on Federal-Aid Contracts FDOT LAP 375-030-33		lobbying activities.pdf
Disclosure of Lobbying Activities FDOT LAP 375-030-34		disclosure of lobbying activities (2).pdf
Non-Collusion Declaration and Compliance with 49 CFR 29 FDOT LAP 575-060-13		non-collusion.pdf
Truth in Negotiation Certification FDOT LAP 375-030-30		negotiation cert & bid bond.pdf
6 Required Documents		

BID FORM

This proposal of *

GAC Contractors, 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) *

a corporation

Signed with property authority and on behalf of *

Derwin White

Name of Firm *

GAC Contractors, 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 *

Derwin White

Title *

Vice President

Date *

2/20/17

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. The successful bidder's security will be retained until the contract has been signed and the bidder has furnished the required Public Construction Bond. The County reserves the right to retain the security of the next bidder until the selected bidder enters into contract or until 90 days after bid opening, whichever is shorter. All other bid security will be returned as soon as practicable.

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda (select + to add fields)

Addendum No. *	Date *
1	2/13/17

Name of Firm *

GAC Contractors, Inc.

Authorized Signature *

Derwin White

Title *

Vice President

Date *

2/20/2017

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: *

GAC Contractors, Inc.

Authorized Signature (Printed): *

Derwin White

Title: *

Vice President

Date: *

02/20/2017

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: *

GAC Contractors, Inc.

Authorized Signature (Printed): *

Derwin White

Title: *

Vice President

Date: *

02/20/2017

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: *

GAC Contractors, Inc.

Authorized Signature (Printed Name) *

Derwin White

Title: *

Vice President

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: *

Emerald Coast Striping 1901 N. East Avenue Panama City, FL 32405

Work to be performed: *

Pavement Markings

Amount: *

$13,000.00

Subcontractor (Add more by clicking the + icon) 1

Subcontractor Name and Address: *

Emerald Coast Milling 6642 Martin Road, Milton, FL 32405

Work to be performed: *

Milling

Amount: *

$5,500.00

Subcontractor (Add more by clicking the + icon) 2

Subcontractor Name and Address: *

Mccall Sod Farm 2704 Maulden Road, Panama City, FL 32409

Work to be performed: *

Grassing

Amount: *

$18,000.00

Name of Firm: *

GAC Contractors, Inc.

Authorized Signature (Printed Name): *

Derwin White

Title: *	**Date: ***
Vice President	02/20/2017

FORM OF BID BOND

BY THIS BOND, We, GAC Contractors, Inc. as Principal and Berkley Insurance Company, a corporation, as Surety, are bound to the Board of County Commissioners, Bay County, Florida, as County, in the sum of $ 5% of Bid for the payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally. THE CONDITION of this bond is such that

1. The Principal has submitted to the County a certain Bid dated February 20,2017.
2. If said Bid shall be rejected, or, if said Bid shall be accepted and the Principal shall execute and deliver a Contract, and furnish bonds for the faithful performances of work and for the payment of all persons performing labor and furnishing materials in connection therewith, and shall fulfill all other aspects created by the acceptance of said Bid, then this obligation shall be void. Otherwise, this bond shall remain in full force and effect with it being expressly understood and agreed that the liability of the Surety and for any and all claims hereunder shall, in no event, exceed the amount of this obligation.

This Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and this bond shall, in no way, be impaired or affected by any extension of time within which the County may accept such Bid; and Surety hereby waives notice of any such extension.

Signed, sealed and delivered on February 20, 2017.

CORPORATE PRINCIPAL

Attest: John Dalton

By: Derwin R White

Seal:

Its: Vice President

Acknowledged and subscribed on February 16, 2017, before the undersigned authority by Derwin White, as the Vice President of the Corporation named as Principal and with due authorization of the Corporation.

Kristy Renea Blount
Notary Public

SURETY

Attest: John Dalton

By: Berkley Insurance Company

Seal:

Countersigned:

By:
Attorney-in-Fact, State of Florida
Michael W Brown

KRISTY RENEA BLOUNT
Commission # GG 058805
Expires December 29, 2020
Bonded Thru Troy Fain Insurance 800-385-7019

No. BI-10035a

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***Michael W. Brown or Jo M. Chonko of Brown Insurance Services, LLC of Panama City, FL*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.$100,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety Group, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 27th day of April, 2016.

Attest: Berkley Insurance Company

(Seal)

By _____ By _____
Ira S. Lederman, Senior Vice President & Secretary
Jeffrey M. Hafter, Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 27th day of April, 2016, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Senior Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
MY COMMISSION EXPIRES
APRIL 30, 2019

_____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 20th day of February, 2017.

(Seal)

_____
Andrew M. Tuma

WARNING - Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and verification instructions (on reverse) must be in blue ink.

Please **verify the authenticity** of the instrument attached to this Power by:

Toll-Free Telephone: (800) 456-5486; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this Power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond, please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company, Berkley Regional Insurance Company and Carolina Casualty Insurance Company.

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.

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.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

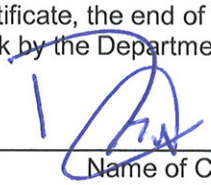
TRUTH IN NEGOTIATION CERTIFICATION

375-030-30
PROCUREMENT
05/14

Pursuant to Section 287.055(5)(a), Florida Statutes, for any lump-sum or cost-plus-a-fixed fee professional services contract over the threshold amount provided in Section 287.017, Florida Statutes for CATEGORY FOUR, the Department of Transportation (Department) requires the Consultant to execute this certificate and include it with the submittal of the Technical Proposal, or as prescribed in the contract advertisement.

The Consultant hereby certifies, covenants, and warrants that wage rates and other factual unit costs supporting the compensation for this project's agreement are accurate, complete, and current at the time of contracting.

The Consultant further agrees that the original agreement price and any additions thereto shall be adjusted to exclude any significant sums by which the Department determines the agreement price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such agreement adjustments shall be made within (1) year following the end of the contract. For purposes of this certificate, the end of the agreement shall be deemed to be the date of final billing or acceptance of the work by the Department, whichever is later.



Name of Consultant

By: Derwin White, Vice President

02/20/2017
Date

LAP CERTIFICATION OF CURRENT CAPACITY

CONFIDENTIAL

For bids to be received on 02/20/2017
(Letting Date)

Fill in your FDOT Vendor Number
VF 5 9 0 8 4 0 4 9 3 0 0 1
(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) $ 64,560,279.40

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.

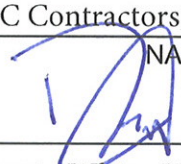
2. If the letting is after the 25th day of the month, the certificate and report reflects the uncompleted work in progress as of the 15th day of the month of the letting.

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.

GAC Contractors, INC
NAME OF FIRM

Sworn to and subscribed this 20th day of February, 20 17

By: 

Derwin White, Vice President
Title

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

STATUS OF CONTRACTS ON HAND

375-020-21

CONTRACTS ADMINISTRATION

CONTRACTOR

NAME: GAC CONTRACTORS, INC.

ADDRESS: 4116 US HWY 231 N. PANAMA CITY, FL 32404

02/20/2017

(DATE)

(Furnish full imformation about all your contracts, whether prime or subcontract;

whether in progress or awarded, but not yet begun; and regardless of with whom contracted.)

1	2	3	4	5	6
				UNCOMPLETED AMOUNT TO BE DONE BY YOU	
PROJECTS OWNER, LOCATION AND DESCRIPTION	CONTRACT (OR) SUBCONTRACT) AMOUNT	AMOUNT SUBLET TO OTHERS	BALANCE OF CONTRACT AMOUNT	As Prime Contractor	As Subcontractor
1900 NINETY EIGHT - WALTON COUNTY	$345,772.24		$170,023.24	$170,023.24	
HOLIDAY INN EXPRESS - SITE	$875,000.00		$207,367.46	$207,367.46	
ALTHA SCHOOL K-8 - BAY COUNTY	$1,389,600.83		$228,122.47		$228,122.47
THE LUCIAN - ALYS BEACH - WALTON CO	$282,882.00		$75,570.57	$75,570.57	
HOLMES COUNTY SCHOOLS	$752,732.80		$461,949.09	$461,949.09	
FANNING BAYOU PHASE 4	$1,512,871.11		$162,527.11	$162,527.11	
LOOP ROAD	$2,618,550.63		$521,035.36	$521,035.36	
WATERSOUND ORIGINS	$2,330,022.11		$1,302,988.16	$1,302,988.16	
TOWN CENTER AT SEASCAPES	$1,719,454.89		$366,114.23	$366,114.23	
DAYS INN DECK EXPANSION	$145,981.00		$113,631.68	$113,631.68	
JENKS AVENUE WIDENING	$4,633,788.74		$4,126,121.65	$4,126,121.65	
SABER DRIVE - TAFB	$490,917.42		$117,820.11		$117,820.11
NORTH BAY HAVEN - SITE WORK	$989,000.00		$681,205.70	$681,205.70	
VILLAGES OF MILL BAYOU UTILITY EAS.	$432,500.00		$93,714.90	$93,714.90	
BAREFOOT TOO	$125,000.00		$73,388.35	$73,388.35	
CR 389 MULTI USE PATH	$773,900.00		$738,044.84	$738,044.84	
FRONT BEACH ROAD SEGMENT 2	$14,222,000.00		$14,090,103.89	$14,090,103.89	
TOMMY OLIVER SITE WORK	$2,127,500.00		$1,687,236.24	$1,687,236.24	
FY 2016 BAY COUNTY RESOTA BEACH	$1,020,000.00		$890,813.96	$890,813.96	
FANNING BAYOU PHASE 5 - 7	$4,508,595.00		$4,508,595.00	$4,508,595.00	
PINEAPPLE WILLY'S PARKING LOT	$123,410.00		$123,410.00	$123,410.00	
LIFE MANAGEMENT CENTER	$165,000.00		$165,000.00	$165,000.00	
DELTONA BLVD IMPROVEMENTS	$137,198.27		$137,198.27	$137,198.27	

SENTINEL POINT	$1,295,251.99		$1,295,251.99	$1,295,251.99	
VANTAGE APARTMENTS	$2,783,000.00		$2,783,000.00	$2,783,000.00	
PARADISE BAY	$3,700,000.00		$3,700,000.00	$3,700,000.00	
MILLER'S CROSSING	$996,152.37		$996,152.37	$996,152.37	
KIMBREL AVE DRAINAGE IMP	$188,992.97		$188,992.97	$188,992.97	
OCEAN BREEZE PARKING LOT	$108,000.00		$108,000.00	$108,000.00	
SWEET BAY 1B, 1C	$3,700,000.00		$3,700,000.00	$3,700,000.00	
PCB TOWNHOMES	$1,979,000.00		$1,979,000.00	$1,979,000.00	
5TH STREET RESURFACING	$340,000.00		$340,000.00	$340,000.00	
FDOT I-10 REST AREAS-JEFFERSON/LEON CO.	$16,618,437.77		$4,416,794.64	$4,416,794.64	
COURTHOUSE BLDG - WASHINGTON CO	$5,879,648.22		$313,495.84	$313,495.84	
HOLIDAY INN EXPRESS - BUILDING	$22,000,000.00		$729,898.77	$729,898.77	
TOMMY OLIVER STADIUM - BLDG	$6,865,281.43		$6,081,270.58	$6,081,270.58	
DAYS INN DECKS	$188,146.00		$151,109.58	$151,109.58	
NORTH BAY HAVEN CHARTER PRE K-5	$6,300,000.00		$5,418,545.84	$5,418,545.84	
HOLIDAY GOLF BATHROOM	$70,269.38		$41,355.11	$41,355.11	
BAREFOOT TOO BLDG	$1,534,076.58		$1,175,429.43	$1,175,429.43	
BAY FORD RENOVATIONS	$100,000.00		$100,000.00	$100,000.00	
	$116,367,933.75		$64,560,279.40		
			TOTALS	$64,214,336.82	$345,942.58

NOTE: Colums 2 and 3 to show total contract (or subcontract) amounts. Column 4 to be difference between colums 2 and 3. Amount in colums 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

TOTAL UNCOMPLETED WORK ON HAND TO BE DONE BY YOU (TOTAL COLUMS 5 AND 6)	**$64,560,279.40**
	$64,560,279.40

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR FEDERAL AID CONTRACTS

(Compliance with 49CFR, Section 29.510)
(Appendix B Certification]

It is certified that neither the below identified firm nor its principals are presently suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Name of Consultant:

By:_____ Date: 02/20/2017
Authorized Signature

Title: Derwin White, Vice President

Instructions for Certification

1 . By signing and submitting this certification with the proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted. If at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms 'covered transaction', 'debarred', 'suspended', 'ineligible', 'lower tier covered transaction','participant', 'person', primary covered transaction', 'principal', 'proposal', and 'voluntarily excluded', as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the person to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Appendix B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the Department may pursue available remedies, including suspension and/or debarment.

CERTIFICATION FOR DISCLOSURE OF LOBBYING ACTIVITIES ON FEDERAL-AID CONTRACTS

(Compliance with 49CFR, Section 20.100 (b))

The prospective participant certifies, by signing this certification, that to the best of his or her knowledge and belief:

(1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer 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: 02/20/2017 Date: _____ Authorized Signature

Title: Derwin White, Vice President

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

DISCLOSURE OF LOBBYING ACTIVITIES

375-030-34
PROCUREMENT
04/14

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:	5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier _____, *if known*: _____ _____ _____ Congressional District, *if known*: 4c _____	_____ _____ _____ 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: _____ Print Name: Derwin White Title: Vice President Telephone No.: 850-785-4675 Date (mm/dd/yyyy): 02/20/2017

Federal Use Only:

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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.

NON-COLLUSION DECLARATION AND COMPLIANCE WITH 49 CFR §29.

ITEM/SEGMENT NO.: _____
F.A.P. NO.: 435255-1-58-01
MANAGING DISTRICT: _____
PARCEL NO.: _____
COUNTY OF: Bay
BID LETTING OF: CR 389 Intersection Improvements

I, Derwin White, (NAME), hereby declare that I am Vice President (TITLE) of GAC Contractors, 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: Derwin White, Vice President
NAME AND TITLE PRINTED

BY:
SIGNATURE

WITNESS: John Pollman

WITNESS: Kristy Blount

Executed on this 20th day of February, 2017

FAILURE TO FULLY COMPLETE AND EXECUTE THIS DOCUMENT MAY RESULT IN THE BID BEING DECLARED NONRESPONSIVE

REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B--Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. General
II. Nondiscrimination
III. Nonsegregated Facilities
IV. Davis-Bacon and Related Act Provisions
V. Contract Work Hours and Safety Standards Act Provisions
VI. Subletting or Assigning the Contract
VII. Safety: Accident Prevention
VIII. False Statements Concerning Highway Projects
IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
X. Compliance with Governmentwide Suspension and Debarment Requirements
XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding $10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of $10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 “Contract provisions and related matters” with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH–1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at http://www.dol.gov/esa/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the 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.

EXHIBIT 4
WAGE TABLE

General Decision Number: FL170201 01/06/2017 FL201

Superseded General Decision Number: FL20160201

State: Florida

Construction Type: Highway

County: Bay County in Florida.

HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017

* SUFL2013-019 08/19/2013

	Rates	Fringes
CARPENTER	$ 13.71	0.00
CEMENT MASON/CONCRETE FINISHER, Includes Form Work	$ 11.61	0.00
ELECTRICIAN	$ 22.11	0.00
HIGHWAY/PARKING LOT STRIPING: Operator (Striping Machine)	$ 13.81	0.00
HIGHWAY/PARKING LOT STRIPING: Painter	$ 12.13	0.00
IRONWORKER, ORNAMENTAL	$ 13.48	0.00
IRONWORKER, REINFORCING	$ 16.24	0.00
IRONWORKER, STRUCTURAL	$ 16.42	0.00
LABORER (Traffic Control Specialist)	$ 11.51	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor	$ 10.91	0.00

LABORER: Common or General	$ 10.16	0.00
LABORER: Flagger	$ 10.25	0.00
LABORER: Grade Checker	$ 10.83	0.00
LABORER: Mason Tender - Cement/Concrete	$ 12.81	0.00
LABORER: Pipelayer	$ 11.70	0.00
OPERATOR: Backhoe/Excavator/Trackhoe	$ 13.13	0.00
OPERATOR: Bobcat/Skid Steer/Skid Loader	$ 14.07	0.00
OPERATOR: Broom/Sweeper	$ 11.10	1.89
OPERATOR: Bulldozer	$ 14.29	0.00
OPERATOR: Concrete Finishing Machine	$ 15.44	0.00
OPERATOR: Crane	$ 21.23	0.00
OPERATOR: Curb Machine	$ 19.21	0.00
OPERATOR: Distributor	$ 14.54	0.00
OPERATOR: Drill	$ 14.78	0.00
OPERATOR: Forklift	$ 12.29	0.00
OPERATOR: Gradall	$ 14.71	0.00
OPERATOR: Grader/Blade	$ 16.50	0.00
OPERATOR: Loader	$ 11.66	0.00
OPERATOR: Mechanic	$ 15.84	0.00
OPERATOR: Milling Machine	$ 13.29	1.92
OPERATOR: Oiler	$ 16.32	0.00
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	$ 12.43	0.00
OPERATOR: Piledriver	$ 17.23	0.00
OPERATOR: Post Driver (Guardrail/Fences)	$ 17.02	0.00
OPERATOR: Roller	$ 10.99	0.00
OPERATOR: Scraper	$ 12.01	0.00
OPERATOR: Screed	$ 13.13	0.00

OPERATOR: Trencher.....$ 16.04 0.00

PAINTER: Spray.....$ 19.57 0.00

TRAFFIC SIGNALIZATION:
Traffic Signal Installation.....$ 15.44 0.00

TRUCK DRIVER: Dump Truck.....$ 10.77 0.00

TRUCK DRIVER: Flatbed Truck.....$ 14.28 0.00

TRUCK DRIVER: Lowboy Truck.....$ 13.35 0.00

TRUCK DRIVER: Slurry Truck.....$ 11.96 0.00

TRUCK DRIVER: Water Truck.....$ 12.90 0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

EXHIBIT 5
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. All subcontractors are subject to the same coverages and limits as 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

Kingswood Drive Drainage Easements

DEPARTMENT MAKING REQUEST/NAME:
Public Works Department Keith Bryant, P.E., PTOE, Director

MEETING DATE: 3/21/2017

REQUESTED MOTION/ACTION:
Board: 1) Approve the proposed drainage easements situated on Kingswood Drive; and, 2) Authorize the Chairman to execute the legal documents; and, 3) Authorize the Clerk of Court to record the drainage easements. **(District III)**

AGENDA
Public Works - Consent

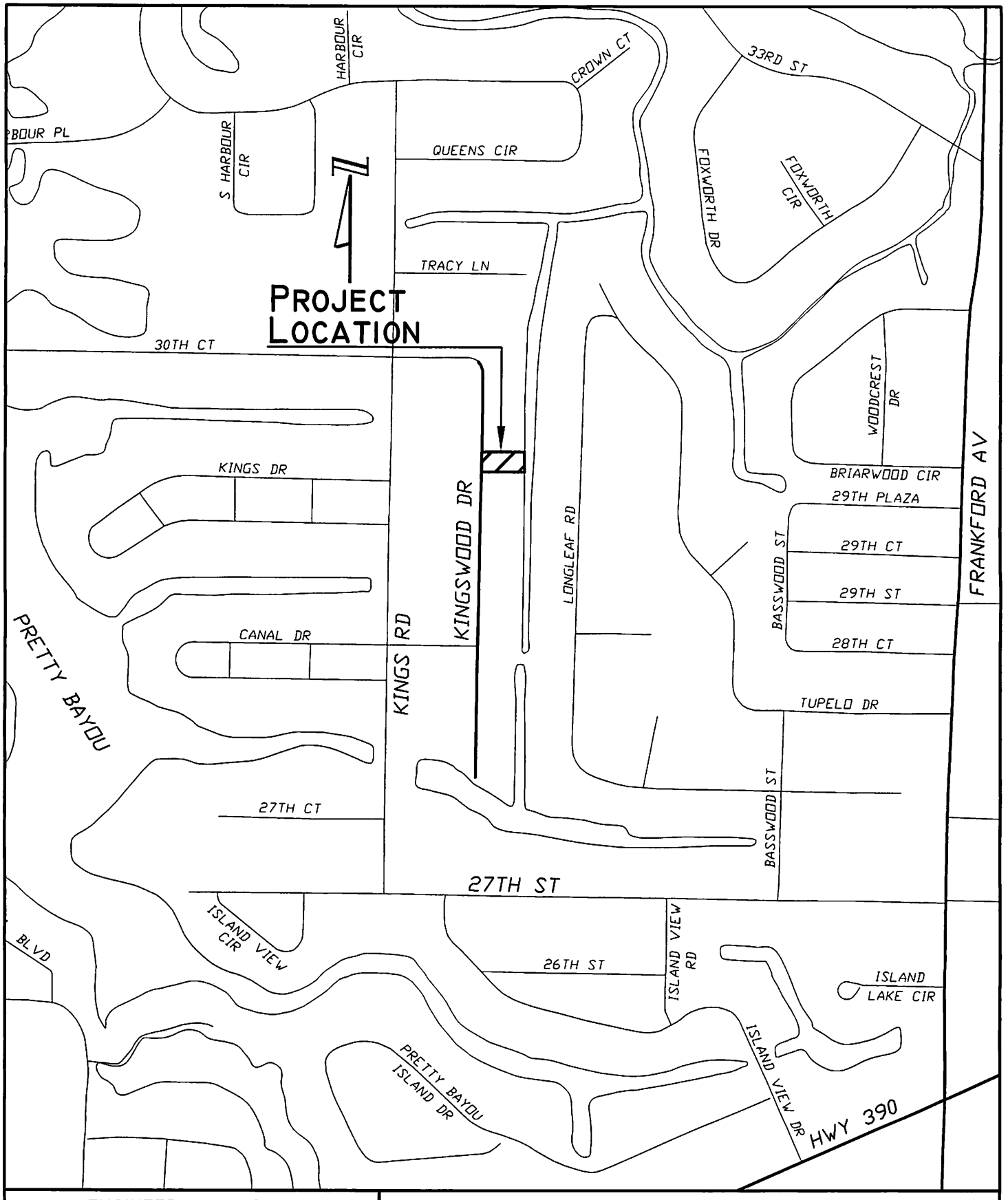
BUDGETED ITEM? Yes
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
N/A

BACKGROUND:
Residents on Kingswood Drive experience roadway flooding and structural flooding during heavy rain events due to the lack of a drainage outfall **(Exhibit 1**). Mr. and Mrs. Routt, Mr. and Mrs. Simpson, and Mr. and Mrs. Moss' own property on Kingswood Drive and have agreed to provide the County with drainage easements **(EXHIBITS 2 AND 3)** for the installation of new outfall pipe to relieve the flooding.

ATTACHMENTS:

Description	Type
Kingswood Drive Drainage Exhibit 1	Exhibit
Kingswood Drive Drainage Exhibit 2	Exhibit
Kingswood Drive Drainage Exhibit 3	Exhibit

EXHIBIT 1



Drawing name: S:\LD3\Z DANNYs LOCATION MAPs, DWGs\PDF LOCATION MAPS\KINGSWOOD DR EASEMENT LOCATION (MRS NATASHA 24 FEB 17).dwg ~ Date plotted: February 24, 2017 - 12:37pm

ENGINEERING DIVISION
BAY COUNTY GOVERNMENT
CENTER
840 W. 11TH STREET
PANAMA CITY, FL 32401
PHONE: (850) 248-8301

KINGSWOOD DRIVE EASEMENT

VICINITY MAP

Scale	Date Drawn	By	Checked By	Project#	Page
N/A	24 FEB. 17	DJG	NL	N/A	1of 1

STATE OF FLORIDA
COUNTY OF BAY

DRAINAGE EASEMENT

EXHIBIT 2

This indenture made and entered into this 23rd day of February, 2017, by and between Anthony T. Simpson and Katherine M. Simpson, husband and wife, and Robert Wyman Moss, Jr. and Mary Elizabeth G. Moss, husband and wife as Party(ies) of the First Part and the Board of County Commissioners of Bay County, Florida, as Party of the Second Part.

WITNESSETH, that for and in consideration of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, in the Party(ies) of the First Part have this day bargained and sold, and by these presents do bargain, sell, convey and transfer, and deliver unto Party of the Second Part, a permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereafter described, at any time that it may see fit, and construct and maintain a right-of-way for the maintenance and operation of a drainage facility over, across, through and under the lands hereinafter described, together with the right to excavate and refill ditches, remove or replace drainage structures and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of said drainage facility.

The land affected by the grant of this easement and right-of-way is located in the County of Bay, State of Florida, and is more particularly described as follows:

THE SOUTH 15 FEET OF THE FOLLOWING DESCRIBED PARCEL:

LOT 4, BLOCK C, KING'S POINT SECOND ADDITION, AN UNRECORDED SUBDIVISION OF A PORTION OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH ALONG THE CENTERLINE OF KING'S ROAD FOR 255 FEET; THENCE EAST FOR 443.00 FEET; THENCE SOUTH 359.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH FOR 125.00 FEET; THENCE EAST FOR 160 FEET, MORE OR LESS, TO THE WESTERLY EDGE OF A CANAL; THENCE NORTHERLY ALONG THE WESTERLY EDGE OF SAID CANAL FOR 125 FEET, MORE OR LESS, TO A POINT ON A LINE WHICH BEARS EAST FROM THE POINT OF BEGINNING; THENCE WEST FOR 160 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

The easement and right-of-way hereby granted covers a strip of land 15 feet in width over and across the above described property.

TO HAVE AND TO HOLD said easement and right-of-way unto the Board of County Commissioners of Bay County, Florida and its successors and assigns.

As a part of the consideration for this grant, Party(ies) of the First Part do hereby release any and all claims for damages from whatsoever caused incidental to the exercise of the rights herein granted.

IN WITNESS WHEREOF the Party(ies) of the First Part have hereunto set their hands and seals the day and year first above written.

(Witness) Katherine Simpson (SEAL)
(Witness) (SEAL)
(Witness) (SEAL)
(Witness) (SEAL)
(Witness) Robert Wyman Moss, Jr. (SEAL)
(Witness) (SEAL)
(Witness) Mary Elizabeth Moss (SEAL)
(Witness) (SEAL)

STATE OF FLORIDA
COUNTY OF BAY

This day before the undersigned, personally appeared

Katherine Moss Simpson, Anthony T. Simpson, Robert Wyman Moss Jr., Mary Elizabeth Moss

to me well known to be the individual described in and who executed the foregoing easement, and acknowledged before me that they executed the same for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by official seal this 23rd day of February, 2017.

Notary Public State of Florida
Carol Emerson
My Commission GG 028977
Expires 09/12/2020

Notary Public in and for the County and State aforesaid

My Commission Expires 9/12/20

TITLE to the above property accepted for public use by Bay County, Florida, at the meeting of the Board of Commissioners of Bay County, Florida, this _____ day of _____, A.D., 20____.

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY, FLORIDA
BY _____
Chairman

EXHIBIT 3

STATE OF FLORIDA
COUNTY OF BAY

DRAINAGE EASEMENT

This indenture made and entered into this 23rd day of February, 20 17,

by and between Carrie Routt and Kyle Routt, wife and husband, as Party(ies) of the First Part and the Board of County Commissioners of Bay County, Florida, as Party of the Second Part.

WITNESSETH, that for and in consideration of the sum of One Dollar ($1.00), the receipt of which is hereby acknowledged, in the Party(ies) of the First Part have this day bargained and sold, and by these presents do bargain, sell, convey and transfer, and deliver unto Party of the Second Part, a permanent easement and right-of-way, including the perpetual right to enter upon the real estate hereafter described, at any time that it may see fit, and construct and maintain a right-of-way for the maintenance and operation of a drainage facility over, across, through and under the lands hereinafter described, together with the right to excavate and refill ditches, remove or replace drainage structures and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction and maintenance of said drainage facility.

The land affected by the grant of this easement and right-of-way is located in the County of Bay, State of Florida, and is more particularly described as follows:

THE NORTH 15 FEET OF THE FOLLOWING DESCRIBED PARCEL:

LOT 5, BLOCK C, KING'S POINT 2ND ADDITION, AN UNRECORDED SUBDIVISION OF A PORTION OF THE NORTHEAST ¼ OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA ALSO DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST ¼ OF SECTION 25, TOWNSHIP 3 SOUTH, RANGE 15 WEST, BAY COUNTY, FLORIDA; THENCE SOUTH ALONG THE CENTERLINE OF KING'S ROAD FOR 864.50 FEET; THENCE EAST AT A RIGHT ANGLE FOR 443.00 FEET TO THE EAST RIGHT OF WAY LINE OF KINGSWOOD ROAD FOR THE POINT OF BEGINNING; THENCE NORTH AT A RIGHT ANGLE ALONG SAID EAST RIGHT OF WAY LINE FOR 125 FEET; THENCE EAST AT A RIGHT ANGLE FOR 164.42 FEET MORE OR LESS TO THE EDGE OF A CANAL; THENCE SOUTH ALONG THE EDGE OF SAID CANAL FOR 125 FEET MORE OR LESS TO A POINT ON A LINE WHICH BEARS EAST FROM THE POINT OF BEGINNING; THENCE WEST FOR 163.42 FEET MORE OR LESS TO THE POINT OF BEGINNING.

The easement and right-of-way hereby granted covers a strip of land 15 feet in width over and across the above described property.

TO HAVE AND TO HOLD said easement and right-of-way unto the Board of County Commissioners of Bay County, Florida and its successors and assigns.

As a part of the consideration for this grant, Party(ies) of the First Part do hereby release any and all claims for damages from whatsoever caused incidental to the exercise of the rights herein granted.

IN WITNESS WHEREOF the Party(ies) of the First Part have hereunto set their hands and seals the day and year first above written.

(Witness)
(Witness)
(Witness)
(Witness)

(SEAL)
(SEAL)
(SEAL)
(SEAL)

STATE OF FLORIDA
COUNTY OF BAY

This day before the undersigned, personally appeared

Carrie Routt and Kyle Routt

to me well known to be the individual described in and who executed the foregoing easement, and acknowledged before me that they executed the same for the uses and purposes therein expressed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this 23 day of February, 2017.

Notary Public State of Florida
Lisa Williams
My Commission GG 027997
Expires 09/07/2020

Notary Public in and for the County and State aforesaid

My Commission Expires 9/7/2020

TITLE to the above property accepted for public use by Bay County, Florida, at the meeting of the Board of Commissioners of Bay County, Florida, this 23 day of February, A.D., 20____.

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY, FLORIDA

BY _____
Chairman

Bay County Board of County Commissioners
Agenda Item Summary

AFFF Lagoon Memorandum of Understanding

DEPARTMENT MAKING REQUEST/NAME:
Utility Services Department Benjamin Blitch, P.E., Director

MEETING DATE: 3/21/2017

REQUESTED MOTION/ACTION:
Board: 1) Approve the Aqueous Film Forming Foam (AFFF) Lagoon Disposal Memorandum of Understanding (MOU) between Tyndall AFB, Bay County, and WestRock and 2) Authorize the Chairman to execute the MOU

AGENDA
Utility Services - Consent

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

BACKGROUND:
Tyndall Air Force Base (Tyndall AFB) Fire Research Group conducts advanced research in firefighting and rescue technologies. Aqueous Film Forming Foam (AFFF) is utilized as a fire suppression material. AFFF products are mixed with water and sent to an aerated treatment pond at the Fire Research Facility located at the Silver Flag Training Site within Tyndall AFB. The AFFF is biologically degraded until such time as the treated pond water meets the "no foam" criteria as measured by American Society for Testing and Materials (ASTM).

The AFFF wastewater has previously been mixed into Tyndall AFB's domestic wastewater stream and sent to the Military Point Advanced Wastewater Treatment Facility (MPAWTF). However, more stringent regulatory criteria does not allow for the discharge of AFFF wastewater into the domestic wastewater treatment plant.

In September 2012, Bay County subleased the Military Point Industrial Lagoon (MPIL) to WestRock (previously RockTenn). As WestRock is the permit holder, the MPIL is designed and permitted to treat industrial wastewater from the WestRock and Arizona Chemical facilities. FDEP has modified WestRock's permit to allow for the disposal of AFFF into the MPIL.

The attached Memorandum of Understanding between Tyndall AFB, Bay County and WestRock describes the disposal of AFFF into the MPIL and the responsibilities of each party (**Exhibit 1**).

ATTACHMENTS:

Description	Type
AFFF MOU	Cover Memo

MEMORANDUM OF UNDERSTANDING
BETWEEN
TYNDALL AIR FORCE BASE,
BAY COUNTY BOARD OF COUNTY COMMISSIONERS,
AND
WESTROCK CP, LLC

This Memorandum of Understanding (MOU) is entered into on _____, between the 325th Civil Engineer Squadron (325 CES) - Tyndall Air Force Base (TAFB), Bay County Board of County Commissioners (Bay County), and WestRock CP, LLC in the State of Florida.

PURPOSE: This MOU allows the Air Force Civil Engineer Center – Requirements and Acquisition Division - Airbase Acquisition Branch (AFCEC/CXAE) vehicular access and the authorization to discharge Aqueous Film Forming Foam (AFFF) treated wastewater (AFFFTW) to the Military Point Industrial Lagoon (MPIL) – Cell 1 (Latitude: 30.116801° North, Longitude: 85.624558° West) under specific conditions.

BACKGROUND: AFCEC/CXAE, Fire Group's primary mission is to conduct exploratory and advanced research in firefighting and rescue technologies and develop improved suppression/mitigation agents, specialized equipment, and techniques to counter new and evolving fire threats to Department of Defense's assets.

AFFF products are mixed with water and discharged to an aerated treatment pond at the Fire Research Facility (Bldg 9442) located at the Silver Flag Training Site within TAFB. The AFFF is biologically degraded until such time as the treated pond water meets the "no foam" criteria as measured by American Society for Testing and Materials (ASTM) method D3519-88(2007).

AUTHORITY:

1. Minor Permit Revision regarding File No.: FL0002631-010-IWB/MR to operate the Military Point Industrial Lagoon, issued under Chapter 403, Florida Statutes. Authorization date 16 November 2016 (Attachment 1).

2. Air Force Instruction 32-1067, *Water and Fuel Systems,* dated 4 February 2015 (Attachment 2).

NOW THEREFORE, the Parties do mutually agree as follows:

1. Once the "no foam" level is met, the AFFFTW may be directly discharged to the MPIL – Cell 1, under the following conditions:

a. At no time can the volume of AFFFTW exceed a daily maximum of 20,000 gallons per day or 250,000 gallons total per month. A copy of a discharge log (Attachment 3) shall be maintained and sent to the WestRock Environmental Manager by the fifth day of the following month.

b. No AFFFTW shall be discharged with a pH lower than 6.5 or higher than 8.5.

c. No new AFFF product may be discharged to the MPIL without prior written consent by WestRock. Any discharge other than approved AFFFTW is prohibited. To date, the following AFFF formulations will be used:

(1) Ansulite AFC-3MS 3% AFFF concentrate manufactured by Ansul / Tyco Fire Protection Products

(2) Chemguard 3% AFFF C306-MS-C manufactured by Chemguard / Tyco Fire Protection Products

(3) Phos-Chek 3% AFFF manufactured by ICL Performance Products LP / Auxquimia, S.A.U.

d. If at any time WestRock determines that the acceptance of AFFFTW has interfered with the MPIL's ability to meet any permit limit and/or criteria, WestRock will immediately notify the 325 CES Environmental Element. TAFB will immediately cease discharging AFFFTW to the MPIL and discharge operations will not resume until consent is given.

e. The discharge log shall include:

(1) Type of AFFF
(2) Delivery System into the Fire Pit
(3) Volume introduced into the Fire Pit, gal
(4) Mix %
(5) Concentrate Volume of AFFF, gal
(6) Volume of AFFF treated water transferred to MPIL, gal
(7) Methylene Blue Active Substances (MBAS), ppm
(8) Foam Level (ASTM D3519-88 (2007)), mm
(9) pH (6.5-8.5)
(10) Chemical Oxygen Demand (COD), mg/L
(11) % Solids, mg/L
(12) Nitrate, ppm
(13) Ammonia, ppm
(14) Drivers Initials who transfers the AFFF treated water

Both pH and Foam Level will be recorded before every discharge. The remaining parameters (MBAS, COD, % Solids, Nitrate, and Ammonia) will be monitored/recorded once every two months for each AFFF formulation used.

f. All discharge logs and any additional records of the treatment of the AFFF must be saved by AFCEC/CXAE personnel for inspection by WestRock.

2. This MOU may be modified or amended at any time at the request of either Bay County, WestRock, or the 325 CES. The MOU may be terminated unilaterally by either party upon 30 days written notice. All parties must sign the MOU validating the revision and invalidating the previous document.

3. This document does not obligate TAFB, Bay County, or WestRock CP, LLC to expend appropriations or to enter into any contract or other obligations. Any endeavor involving reimbursement or contribution of funds between the parties to this agreement will be authorized under a separate document, in accordance with applicable laws, regulations, and procedures.

4. The parties acknowledge that Bay County leases, and WestRock subleases, the land on which the MPIL is located from TAFB. In accordance with the original lease between Bay County and TAFB, No. DACAOI-1-73-505 ("Lease"), Bay County owes certain duties to TAFB to take responsibility for damages related to pollution and to remediate environmental damage on the leased lands. The parties hereby agree that neither Bay County nor WestRock shall be responsible under the Lease for any damages

to TAFB or any third parties related to the negligent release of AFFF by TAFB into the treatment pond. In addition, should the Lease terminate or should Bay County and/or WestRock vacate the leased land, neither Bay County nor WestRock shall be required to remediate any environmental damage to the leased land under Section 33 of the Lease that is directly attributable to the negligent release of AFFF or to any persistent AFFF byproducts.

5. The term of this MOU shall be one (1) year from the date first written above, unless terminated sooner in accordance with the terms of this Agreement. This MOU will be reviewed annually on or around the anniversary of its effective date.

IN WITNESS WHEREOF, the referenced Parties hereto have executed this Memorandum.

Signatories

_____ Date: 17 Feb 17
RONALD L. PIERI, Colonel, USAF
Commander, 325th Mission Support Group

_____ Date: 02/27/2017
TOMMY MARTIN
General Manager, WestRock CP, LLC

_____ Date: _____
WILLIAM T. DOZIER
Chairman, Bay County Board of County Commissioners

ATTEST:

_____
Clerk of Court

Approved as to Form:

_____
County Attorney

5 Attachments:

1. Florida Department of Environmental Protection, Minor Permit Revision to Permit FL0002631-008-IW1S/NR, 16 November 2016
2. Air Force Instruction 32-1067, Water and Fuel Systems
3. Safety Data Sheets and Product Literature (3)
4. Discharge Log
5. MPIL Location Map

Bay County Board of County Commissioners
Agenda Item Summary

County Manager Evaluation

DEPARTMENT MAKING REQUEST/NAME:
Board of County Commissioners William T. Dozier, Chairman

MEETING DATE: 3/21/2017

REQUESTED MOTION/ACTION:
Board to approve and authorize the Chairman to sign the County Manager's Overall Annual Evaluation Rating.

AGENDA
County Commissioners - Regular

BUDGETED ITEM? Yes
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
Funds have been budgeted for this expenditures.

BACKGROUND:
On February 2, 2015 the County executed an Employment Agreement with the County Manager. Section 2, Paragraph B of the agreement establishes the parameters of how and when the Manager's annual evaluation will be conducted. In Paragraph B it states "The Board of County Commissioners shall coordinate the evaluation of the Manager in accordance with management criteria, goals and objectives agreed to by Manager and the Board of County Commissioners annually."

On March 1st, 2016, Commissioners voted for each to complete the Performance Evaluation Form provided and submit to Human Resources Department for the department to compute the average rating for each evaluation category as well as an average overall performance rating. The overall annual evaluation rating is attached (**Exhibit 1**).

Section 2, Paragraph A of the agreement states "COUNTY shall evaluate MANAGER's performance at the end of twelve (12) months based upon the mutually established goals and objectives. At the twelve-month evaluation, if the Board of County Commissioners finds that the MANAGER has met the goals and objectives for the first (12) months, he shall be entitled to an increase in salary to at least equal to the highest percentage increase received by the general County Employees".

In the FY17 budget the Board of County Commissioners approved an increase of .25 cents an hour (or $520 annually) for management team employees. The same increase is recommended for the County Manager.

ATTACHMENTS:

Description	Type
County Manager Evaluation Exhibit 1	Exhibit

COUNTY MANAGER PERFORMANCE EVALUATION

BAY COUNTY BOARD OF COUNTY COMMISSIONERS

March 2016 – March 2017

Bob Majka

(4) Exceptional
(3) Exceeds Expectations
(2) Meets Expectations
(1) Below Expectations

	Organizational Mgmt. & Leadership	Fiscal & Business Management	Communication & Relationships w/Co Commission	Community & Intergovernmental Relationships	Personal & Professional Traits	Overall Score
Carroll	4	3	4	4	4	4
Hamm	4	4	4	4	4	4
Dozier	3	3	3	4	3	3
Tunnell	4	3	4	4	4	4
Griffitts	4	4	3	4	3	4
Overall Rating	3.8	3.4	3.6	4.0	3.6	3.8

Bay County Board of County Commissioners
Agenda Item Summary

PZ 16-164 Small Scale Amendment

DEPARTMENT MAKING REQUEST/NAME:
Community Development Ian Crelling, Planning Manager

MEETING DATE: 3/21/2017

REQUESTED MOTION/ACTION:
Board to conduct a legislative public hearing to consider a proposal of a Small-Scale Amendment to the Bay County Comprehensive Plan, Future Land Use Map, Application No. PZ 16-164. Located at 10806 & 10812 Johnson Boulevard, in the Youngstown area. (District IV)

AGENDA
Community Development - Public Hearing

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

BACKGROUND:
On February 16, 2017, the Bay County Planning Commission conducted a public hearing to consider a request from property owner Judy Foister to change the Future Land Use Map designation of three parcels totaling 1.8 acres from Residential to General Commercial (**Exhibit 1**). The subject parcels are located at 10806 & 10812 Johnson Boulevard in the Youngstown area. At the conclusion of the public hearing, the Planning Commission voted 5-0 to find the proposed land use change consistent with the Bay County Comprehensive Plan.

The subject property fronts on U.S. Highway 231 and is directly adjacent to property where General Commercial land use designations already exist. The applicant also owns this adjacent commercial property where a clinical office and mini-storage business has operated for several years.

The General Commercial land use designation and accompanying “C-3” zone district allows for neighborhood commercial, commerce parks, recreation, conservation, public/institutional, educational facilities, public utilities, retail trade, general office and similar uses.

The designation criteria for General Commercial is stated in the Comprehensive Plan as “existing businesses, new commercial uses must be located outside residential areas unless planned as part of the residential , mixed use, or planned unit development area, located in areas that are used primarily for commercial purposes”. The subject property meets all elements of these criteria.

Notice of this public hearing was published in a local newspaper in accordance with Section 206 of the Land Development Regulations.

Staff agrees with the Planning Commission and recommends the Board conduct a public hearing, approve the proposed amendment, and adopt the attached ordinance (**Exhibit 2**).

ATTACHMENTS:

Description	Type
Application	Backup Material
Future Land Use Map	Backup Material
EXHIBIT 1 - Staff Report	Exhibit
EXHIBIT 2 - Ordinance	Exhibit

#2350 2nd Floor

Bay County Application to Amend the Future Land Use Map of the Comprehensive Plan

RECEIVED
DEC 12 2016
BAY COUNTY
PLANNING AND ZONING

A) Applicant Information PZ16-164

Owners name:	Judy Foister	**Authorized agent:**	Judy Foister
Mailing address:	P.O. Box 1610	**Mailing address:**	Same
	PC 32402		
E-mail:	drfoistee@aol.	**E-mail:**	
Telephone:	850-722-9001	**Telephone:**	
FAX:	850-722 7949	**FAX:**	
Attach a letter from the property owner granting authorization if agent is submitting application.			

B) Requested Amendment

Change From: Residential (Existing land use designation) To: General Commercial (Proposed land use designation)

C) Property Information

Address/location of proposed amendment site:	10806 Johnson Blvd Youngstown, FL 32466	10812 Johnson Blvd Youngstown, FL 32466	10830 Johnson Blvd Youngstown, FL 32466
Property ID number(s):	03745-010-000	03746-010-000	03746-000-000
Acreage of site:			

A legal description must be attached in order for the application to be considered complete. Please include a survey if available. Provide an 8.5 X 11 copy.

A copy of signed deed or other instrument documenting legal interest in the property to be amended must be attached for the application to be considered complete. Provide an 8.5 X 11 copy.

Two aerial photographs obtained from the Bay County Property Appraisers Office which identifies the subject property and all property within a 500 foot radius of the subject property must be attached to this amendment application. Provide an 8.5 X 11 copy.

An Environmental Analysis may be required for amendments currently designated "Conservation" on the FLUM.

D) Review Fee Attached:

1. Large Scale Amendment (greater than 10 acres) $2,720
2. Small Scale Amendment (less than or equal to 10 acres) $1,450

E) Site Information

Please provide the following items along with your completed application.

- A vicinity map showing the location of the subject property (8 1/2" by 11" sheet).
- A site plan or drawing, drawn to scale deemed acceptable by the Planning Official, which describes or shows the following. If possible, please include all on one map. (8 1/2" by 11" sheet).
    - Location in relation to surrounding physical features such as streets, railroads, water bodies, etc. Names of adjacent streets and other physical features must be shown.
    - North direction arrow.
    - Township, Range, and Section
    - Dimensions of the site (length, width, etc.) in linear feet.
    - Size of the site in square feet or acres.
    - The plan for development. The type of development proposed for the site; the general location of such development on the site, general parking and stormwater requirements, and the size (square feet) of the proposed development.

F) Justification and Consistency with the Comprehensive Plan

Explain the reasons for requesting the amendment which support why the proposed Future Land Use Map is necessary and consistent with the Comprehensive Plan. Cite specific policies furthered by the proposed amendment, and attach additional pages as needed.

Expanding the Current Storage facility to optimize business performance/Growth

G) Proposed Development

Describe the type of development proposed for the site. For residential amendments include the type and number of residential units.

Storage Facility - Add on to current establishment.

H) Facility Capacity Analysis

Applicants must provide information as to how the site will have access to potable water, sewage disposal, solid waste disposal, roads, and stormwater control.

1. Water and Sewer Service:

a. Potable Water Service

Provider	Permitted capacity (gallons per day – gpd)	Current demand - gpd	Available capacity – gpd
office on Property			
Private well (s)___			

Current potable water demand of site under existing designation: _____ gpd

Anticipated potable water demand if amendment is approved: _____ gpd

b. Sanitary Sewer Service/Wastewater Treatment

Provider*	Permitted capacity - gpd	Current demand - gpd	Available capacity - gpd
office on Property			
Septic tanks or other individual on-site systems ____			

* If wastewater is to be treated using a package system, please fill-in "Package Plant" in the provider column and state the capacity of the proposed system in the second column.

Current wastewater demand of site under existing designation: _____ gpd

Anticipated wastewater demand if amendment is approved: _____ gpd

Note: If potable water and sewage disposal is to be through a provider other than Bay County, then the applicant must attach a letter from the proposed provider certifying that adequate capacity and immediate hookups are available to the site.

2. Stormwater: Describe how stormwater will be controlled and treated:
With proper drainage System Not in flood Zone.

3. Transportation: Use professionally acceptable methodology to determine the impacts of the proposed development on transportation infrastructure. A traffic study shall be required if the proposed development will impact a facility at or near its maximum acceptable level of service, and/or if the proposed development will generate 100 or more trips in the peak hour (Land Development Regulations Section 2008.6 and 7). The Traffic Impact Analysis (TIA) must be performed using a traffic micro-simulation model such as Synchro or HCS2000. The Bay County Transportation Planning Organization Congestion Management System must be used to determine whether or not a facility is at or near its maximum capacity for the road segment's AADT. For roads where counts do not exist for AADT, counts must collected by applicant.

N/A

ITE code	Land use	Units/sq. footage	Daily trips	Peak trips

Road segment	Existing LOS	Projected LOS	Acceptable LOS

In which hurricane evacuation zone(s) does the subject property occur:

☐ Tropical storm ☐ Category 1 hurricane ☐ Category 2 hurricane

☐ Category 3 hurricane ☐ Category 4-5 hurricane ☑ N/A

I) Natural Resources

Identify any of the following natural resources or features present on or adjacent to the subject property. An Environmental Analysis and/or Habitat Management Plan may be required for subject properties which are located within currently designated "Conservation Zones" or "Ecosystem Management Areas" by the Comprehensive Plan.

Natural Resources	Yes	No
Flood zones present:	☐	☑
Type and Map #		
Rivers, creeks, streams:	☐	☑
Identify:		
Bays, bayous, lakes:		
Identify:		
Wetlands:	☐	☑
Identify:		
Gulf Beach/Dunes	☐	☑
Deer Point Lake Protection Zone	☐	☑
Setbacks or control lines	☐	☑
Attach a list of soil types present and their suitability for dwellings, roads, septic tanks, crops, and pasture (Soil Survey of Bay County, Florida)		

Describe actions or measures that will be taken to protect natural resources from the impact of development (attach additional pages if necessary).

N/A

J) Historic/Archaeological Resources

The State of Florida Master Site File, as published by the Florida Department of State, Division of Historical Resources, must be utilized to identify the possibility of such resources occurring on the subject property. To obtain a letter from the Department, call (850) 487-2333

K) Compatibility with Surrounding Land Uses

Adjacent zoning districts		Adjacent Future Land Use Map designations	
North		**North**	
South		**South**	
East		**East**	
West		**West**	

Discuss how the proposed use is compatible with surrounding land uses:

N/A

L) School Concurrency

1. Which public schools serve the site of the proposed amendment:

Name of school	Recommended capacity[1]	Current year enrollment[1]	Surplus or deficit capacity
Elementary:			
Middle:			
High:			

[1] Information available from the Bay County Public School District

2. Will development resulting from the proposed amendment increase or decrease the potential number of students attending the public schools that serve the subject property? By how many?

N/A

3. If development resulting from the proposed amendment will result in an anticipated student population at any public school serving the subject property in excess of that school's recommended capacity, how will this deficit be corrected?

N/A

4. If proposed solution requires an amendment to the Bay County Public Schools capital improvements program, please provide written verification that the School District agrees to the proposed amendment.

M) Compatibility with Military Installations

Does the Future Land Use Map designation sought through the proposed amendment allow types of development which could be considered potentially incompatible with nearby military installations? If so, how will compatibility issues be resolved (attach additional sheets, including any correspondence with military personnel, as necessary)?

N/A

N) Capital Improvements

Will development resulting from the proposed Future Land Use Map amendment require capital improvements to public infrastructure (water or sewer service, roads, etc) in order to support the resultant growth? If so, please specify which infrastructure will be impacted, to what extent, and how will such improvements be funded (attach additional sheets if necessary):

N/A

O) Certification and Authorization

(1) By my signature, I certify that the information contained in this application is true and correct and understand that deliberate misrepresentation of such information will be grounds for denial and reversal of this application and or revocation of any approval based on this application.

(2) I authorize County staff to enter upon my property at any reasonable time for the purpose of site inspection.

(3) I authorize the placement of a public notice sign on my property at a location to be determined by County staff.

(4) I Dr. Judy F. Foister (print name) as the property owner or authorized property owner representative have read and understand the attached Information concerning Application for Amendment to the Bay County Comprehensive Plan Future Land Use Map.

Dr Judy F. Foister
Applicant Name (Type or Print)

Judy Foister
Applicant Signature

Judy's Storage Sheds
Title and Company (if applicable)

x 12-12-16
Date

Future Land Use
RES (BAY)
Linda St
AG (BAY)
Spooner Dr
9740
10712
10806
10818
9801
9724
10721
Illinois St
Mabel Ave
Ely Ave
10838
10836
10842
10841
9726
River Alley Rd
10716
10730
10800
10810
10801
Moline St
10830
Davenport Ave
9630
10714
10724
10738
10807
10707
10713
10723
10737
Iowa St
Johnson Blvd
9618
10731
10733
10721
9602
10801
GCOM (BAY)
10724
10716
9516
Highway-231
Legend
Future Land Use - Bay County
Bay County FLU
Agriculture (AG)
Airport Industrial - Sector Plan (ARPT/IND)
Business Center - Sector Plan (BC)
Conservation (CSV)
Conservation Preservation (CSVP)
Conservation Recreation (CSVR)
General Commercial (GCOM)
Industrial (IND)
Agriculture Timberland (AGT)
Low Impact Residential (LIR)
Neighborhood Commercial (NCOM)
Public/institutional (P/I)
Recreation (REC)
Regional Employment Center (RE)
Residential (RES)
Rural Community Residential (R-RES)
Seasonal/Resort (S/R)
Village Center (VC)
West Bay Center (WBC)
West Bay Preservation Area (WBPA)
1 in = 0.04 miles

BAY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
840 W. 11th Street, Room 2350 - Panama City FL 32401
Phone: 850-248-8250 - Fax: 850-248-8267
E-mail: planning@baycountyfl.gov

Agenda Date: February 16, 2017
Application No.: PZ 16-164 Small-Scale Amendment

Applicant: Judy Foister
Owner: Judy Foister
Appraiser's Parcel Number: 03745-010-000, 03746-010-000, 03746-000-000

Project Description: The applicant is requesting an approval of a Small Scale Amendment to the Comprehensive Plan Future Land Use Map to change the land use designation of three parcels totaling 1.8 acres from Residential to General Commercial.

Project Location: The property is located at 10806 & 10812 Johnson Boulevard, in the Youngstown area.

Parcel Information

Parcel Size:	1.8+/- acres (per survey)
Land Use Designation:	Residential
Zoning:	"R-2" Single-family and Duplex Dwellings
Existing Land Use:	Vacant Residential
Surrounding Land Uses:	North: Residential; East: Residential; South: U.S. Highway 231; West: Commercial Mini-storage
Project Site Access:	U.S. Highway 231
Service Area:	Suburban

Analysis & Discussion

The applicant is proposing to change the land use designation of three parcels totaling approximately 1.8 acres from Residential to General Commercial. As provided for by Section 308 of the Bay County Land Development Regulations, this application is accompanied by a request to change the zoning of the property from "R-2" to the "C-3" General Commercial zone district (Application No. PZ17-004).

The General Commercial land use designation and accompanying "C-3" zone district allows for neighborhood commercial, commerce parks, recreation, conservation, public/institutional, educational facilities, public utilities, retail trade, general office and similar uses.

Table 3A of the Comprehensive Plan allows the General Commercial land use category in the Suburban Service Area. The purpose of the designation is to "provide areas for the continuation, expansion, and creation of business enterprise".

The subject property fronts U.S. Highway 231 and is directly adjacent to property where General Commercial land use designations already exist. The applicant also owns this adjacent commercial property where a clinical office and mini-storage business has operated for several years.

The designation criteria for General Commercial is stated in the Comprehensive Plan as “existing businesses, new commercial uses must be located outside residential areas unless planned as part of the residential , mixed use, or planned unit development area, located in areas that are used primarily for commercial purposes”. The subject property meets all elements of these criteria.

Staff Recommendation

It is therefore, recommended, that the Commission:

1. Find the proposed Small Scale Amendment to the Bay County Future Land Use Map, Application No. PZ 16-164, consistent with the Comprehensive Plan, and
2. Forward a recommendation to the Board of County Commissioners to approve the proposed land use change from Residential to General Commercial.

ORDINANCE NO._____

AN ORDINANCE AMENDING ORDINANCE NO. 90-06 ENTITLED "AN ORDINANCE ADOPTING THE BAY COUNTY COMPREHENSIVE PLAN", AS AMENDED; PROVIDING FOR AUTHORITY; PROVIDING A SHORT TITLE; REVISING THE FUTURE LAND USE MAP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Bay County, Florida (the "Board"), approved Ordinance No. 90-06 (the "Bay County Comprehensive Plan") on May 14, 1990;

WHEREAS, the Board has approved other ordinances amending the Bay County Comprehensive Plan;

WHEREAS, Judy Foister (the "applicant"), requested a small-scale amendment to the Bay County Comprehensive Plan (the "application");

WHEREAS, the requested amendment is to change the land described in Exhibit 1 on the Future Land Use Map;

WHEREAS, Staff conducted a technical analysis of the application resulting in findings and recommendations;

WHEREAS, the Planning Commission conducted a public hearing on February 16, 2017, to hear and consider comments from the public;

WHEREAS, the Board conducted a public hearing on March 21, 2017, to hear and consider comments from the public as well as the recommendations of the Planning Commission concerning the amendment requests;

WHEREAS, the Board found the proposed amendment to be generally consistent with the Bay County Comprehensive Plan.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Bay County:

Section 1. Authority and Purpose. This ordinance is adopted pursuant to the authority granted counties in Chapter

125 and is enacted to provide for the health, safety, and welfare of the citizens of Bay County, Florida and to implement the Bay County Comprehensive Plan and the Bay County Land Development Regulations pursuant to Chapter 163, Part II, Florida Statues.

Section 2. Short Title. This ordinance shall be known as "Bay County Small Scale Plan Amendment PZ 16-164 to the Bay County Comprehensive Plan".

Section 3. Change to the Comprehensive Plan. The Bay County Comprehensive Plan including the Future Land Use Map (FLUM) is hereby changed as follows, and described in Exhibit 1.

Reference	Action Taken	Location
PZ 16-164	Change 1.8 ± acres from "Residential" to "General Commercial" on the FLUM.	See Exhibit 1

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decisions shall not effect the validity of the remaining portions hereof. The Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared illegal, invalid, or unconstitutional, and all ordinances and parts or ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 5. Effective Date. The Small-Scale Amendment approved by this Ordinance shall not become effective until 31 days after adoption. If challenged within 30 days after adoption, the Small-Scale Amendment approved by this Ordinance shall not become effective until the state land planning agency or the Administration Commission, respectively, issues a final order that determines that this Small-Scale Amendment is "in compliance", as that term is defined by law. Any noncompliant plan amendment shall not delay or otherwise influence the effective date of any compliant amendments.

PASSED AND ADOPTED this 21st day of March, 2017.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY FLORIDA

_____
William T. Dozier, Chairman

ATTEST:

_____
Clerk

Approved as to correctness of form:

_____
Office of the County Attorney

cc: Bay County Property Appraiser

Bay County Board of County Commissioners
Agenda Item Summary

PZ 17-004 Zoning Change

DEPARTMENT MAKING REQUEST/NAME:	**MEETING DATE:** 3/21/2017
Community Development Ian Crelling, Planning Manager	

REQUESTED MOTION/ACTION:
Board to conduct a quasi-judicial public hearing pursuant to Section 307 of the Land Development Regulations and take action on a proposed zone change from "R-2" Single-Family and Duplex Dwellings to "C-3" General Commercial, Application No. PZ 17-004. Located at 10806 & 10812 Johnson Boulevard, in the Youngstown area. (District IV)

AGENDA	**BUDGETED ITEM?** N/A
Community Development - Public Hearing	BUDGET ACTION: None needed. FINANCIAL IMPACT SUMMARY STATEMENT: N/A

BACKGROUND:
On February 16, 2017, the Bay County Planning Commission conducted a public hearing to consider a request from property owner Judy Foister to change the zoning designation of three parcels totaling 1.8 acres from "R-2" Single-Family and Duplex Dwellings to the "C-3" General Commercial zone (**Exhibit 1**). The subject parcels are located at 10806 & 10812 Johnson Boulevard, in the Youngstown area. At the conclusion of the public hearing, the Planning Commission voted 5-0 to find the proposed zone change consistent with the Bay County Comprehensive Plan and Land Development Regulations.

The "C-3" zone district allows for neighborhood commercial, commerce parks, recreation, conservation, public/institutional, educational facilities, public utilities, retail trade, general office and similar uses. A maximum of 60 percent impervious coverage is allowed in the Suburban Service Area. The subject parcel complies with the minimal dimensional standards specified in Table 6.1 of the Land Development Regulations for the "C-3" zone. The property has approximately 375-feet of frontage along U.S. Highway 231. 100-feet of frontage is required in the "C-3" zone. The proposed zone district implements the proposed General Commercial Comprehensive Plan land use designation as specified in Table 3.1 of the Land Development Regulations.

The property fronts on U.S. Highway 231 and is directly adjacent to existing "C-3" zoning. The applicant also owns this adjacent commercial property where a clinical office and mini-storage business has operated for several years. Staff feels that the request is a reasonable expansion of the existing "C-3" zoning.

This item has been noticed as a public hearing in accordance with Section 206 of the Land Development Regulations.

Staff agrees with the Planning Commission and recommends the Board conduct a public hearing, approve the proposed amendment, and adopt the attached ordinance (**Exhibit 2**).

ATTACHMENTS:

Description	Type
Application	Backup Material
Zoning Map	Backup Material
Exhibit 1 - Staff Report	Exhibit
Exhibit 2 - Ordinance	Exhibit

Print Form

Application to Amend the Bay County Zoning Map

(Please type or print clearly)

File No.: PZ 17-004 **Date Received:** JAN - 6 2017

Applicant Information

Owners name:	Judy Foister	**Authorized agent:**	
Mailing address	P.O. Box 1610	**Mailing address**	
	Panama City 32402		
E-mail:	drfoister@aol.com	**E-mail:**	
Telephone:	850-722-9001	**Telephone:**	
FAX:	850-722-7949	**FAX:**	

Attach a letter from the property owner granting authorization if an agent is submitting application.

Requested Zone Change

Change from: Residential R-2 (Existing zoning) to: Commercial C-3 (Proposed zoning)

Site Information

Address/location of proposed site:	10804 10812 10830 Johnson Blvd. Youngstown, FL. 32466
Property ID number(s):	03745-000.000 03746-010-000 03746-000-000
Property size (acres / square feet):	SEE SURVEY
Future Land Use Map designation:	

A legal description must be attached in order for an application to be considered complete. Please include a survey if available. Provide an 8.5 X 11 copy.

A copy of a signed deed or other instrument documenting legal interest in the property to be amended must be attached for application to be considered complete. Provide an 8.5 X 11 copy.

Two aerial photographs obtained from the Bay County Property Appraisers Office which identifies the subject property and all property within a 500 foot radius of the subject property must be attached to this amendment application. Provide an 8.5 X 11 copy.

Review Fee Attached:

1. Zone Change: $1,450 _____

Site Information

Current property use	CLEARED PROPERTY
FIRM Zone & Panel No.	
Wetlands	NONE
Aquifer Recharge	
Coastal Area	
Wildlife Habitat	
Surrounding land uses North:	Residential
South:	Commercial
East:	Residential
West:	Wooded Area

Utilities
Applicants must provide information as to how the site will have access to potable water, sewage disposal, solid waste disposal, roads, and stormwater control.

1. **Water and Sewer Service:**

a. Potable Water Service

Provider	Permitted capacity (gallons per day – gpd)	Current demand - gpd	Available capacity – gpd
NONE	N/A	N/A	N/A
Private Well (s)___	NONE		

Current potable water demand of site under existing designation: N/A gpd

Anticipated potable water demand if amendment is approved: N/A gpd

do not exist for AADT, counts must collected by applicant.

ITE code	Land use	Units/sq. footage	Daily trips	Peak trips

Road segment	Existing LOS	Projected LOS	Acceptable LOS

In which hurricane evacuation zone(s) is the subject property located:

_____ Tropical storm _____ Category 1 hurricane _____ Category 2 hurricane

_____ Category 3 hurricane _____ Category 4-5 hurricane _____ N/A

Project Information/Justification

Provide a detailed description of the purpose of the proposed zone change, and how the proposed change is consistent with the following Findings Guidelines (Section 307.3).

a. The application for zone change is consistent with the Comprehensive Plan. To be consistent means: that the zone change is within the proper land use category shown on the Comprehensive Plan Future Land Use Map and complies with all standards and criteria associated with that category, and; the application for zone change is not inconsistent or in conflict with the Comprehensive Plan, Policy 3.2.1 of the Future Land Use Element as follows.

i. Potential for threat to the health, safety, and welfare of the general public;

ii. Potential to create public nuisance(s);

iii. Site suitability;

iv. Compatibility between zones;

v. Consistency with the Comprehensive Plan;

vi. Availability of infra-structure facilities and services;

vii. Would not create "spot" zoning, and;

viii. Criteria specified in Table 3A of the Comprehensive Plan.

b. Whether or not the application for zone change represents a logical and consistent extension of present uses in the general area of the property involved.

c. Granting the application for zone change will not adversely affect other properties in the general vicinity of the property involved.

d. Granting the application for zoning change will not interfere, contradict, or conflict with infrastructure improvement plans of Bay County or any other governmental agency, or otherwise create a physical or financial burden for Bay County.

Provide one copy of the deed to the property, a site plan of the property proposed for a zone change, and a vicinity map.

Please be advised that your property may be subject to private covenants and restrictions which, under Policy 8.5.2 of the Bay County Comprehensive Plan, are encouraged and supported by the Bay County Board of County Commissioners provided such restrictions do not conflict with the Plan.

b. Sanitary Sewer Service/Wastewater Treatment

Provider*	Permitted capacity - gpd	Current demand - gpd	Available capacity - gpd
NONE	N/A	N/A	N/A

Septic tanks or other individual on-site systems N/A

* If wastewater is to be treated using a package system, please fill-in "Package Plant" in the provider column and state the capacity of the proposed system in the second column.

Current wastewater demand of site under existing designation: NONE gpd

Anticipated wastewater demand if amendment is approved: NONE gpd

Note: If potable water and sewage disposal is to be through a provider other thanBayCounty, then the applicant must attach a letter from the proposed provider certifying that adequate capacity and immediate hookups are available to the site.

2. **Stormwater:** Describe how stormwater will be controlled and treated:

If rezoning to a higher density the following information must be included:

3. **Transportation:** Use professionally acceptable methodology to determine the impacts of proposed development on transportation infrastructure. A traffic study shall be required if the proposed development will impact a facility at or near its maximum acceptable level of service, and/or if the proposed development will generate 100 or more trips in the peak hour (Land Development Regulations Section 2008-6, 7). The Traffic Impact Analysis (TIA) must be performed using a traffic micro-simulation model such as Synchro or HCS2000. The Bay County Transportation Planning Organization Congestion Management System must be used to determine whether or not a facility is at or near its maximum capacity for the road segment's AADT. For roads where counts

Prepared By: R. David Young

File # 2015058473
BK 3743, PG: 1329 Pages: 1 of 2
Recorded 10/22/2015 4:31 PM
Bill Kinsaul, Clerk, Bay County, FL
Deputy Clerk GB Trans # 1282182
D DOCTAX PD $117.60

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 4th day of September, 2015, by and between

Tommy Ray Jackson, ("Grantor"), and Dr. Judy F. Foister ("Grantee"), whose address is P.O. Box 1610 Panama City, Florida 32402

WITNESSETH:

That WHEREAS, Grantor, for and in consideration of the sum of Ten ($10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof being hereby acknowledged, does hereby remise, release, and quitclaim unto the said Grantee forever, all right, title, Interest, and claim which the said Grantor has in and to the following described parcel of land, improvements, tenements, and appurtenances thereto in the county of Bay, State of Florida to-wit:

Lots 4 and 13, in block 3, according to the plat of Sunny Acres, as recorded in plat book 8, page 33, in the office of the clerk of the circuit court of Bay County, Florida. The southwesterly 47.5 feet of lots 5 and 12, in block 3, according to the plat of Sunny Acres, as recorded in plat book 8, page 33, in the office of the clerk of the circuit court of Bay County, Florida, being more particularly described as follows:

Begin at the Northwesternmost corner of said lot 5; thence northeasterly along the platted lot line for 47.5 feet; thence southeasterly along a line parallel to and 47.5 feet from the southwesterly lines of lots 5 and 12 to a point on the southeasterly line of lot 12; thence southwesterly along said line for 47.5 feet to the southwesternmost corner of lot 12; thence northwesterly along the platted lot lines to the point of beginning.

The above-described property is not the homestead of the Grantor.

Prepared By:

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year above first written.

Signed, sealed and delivered

In the presence of:

GRANTOR:

Printed Name: Tommy Ray Jackson

Tommy Ray Jackson

Printed Name: _____

Barbara S Aggel

Printed Name: Barbara S. Aggel

Printed Name: _____

STATE OF FLORIDA

COUNTY OF BAY

The foregoing QUITCLAIM DEED was acknowledged before me, this 4th day of September, 2015 by Tommy Ray Jackson. He is personally known to me or produced Driver's License Numbers J-250-816-46-102-0 as identification and did/did not take an oath.

Mark W. Kensinger

NOTARY PUBLIC

MERLE W. KENSINGER
Commission # EE 218439
Expires November 18, 2016
Bonded Thru Troy Fain Insurance 800-385-7019

Printed Name: _____

Commission No.: _____

My Commission Expires: _____

B

(2)

QUITCLAIM DEED

File # 2016053915
BK 3835, PG: 1624 Pages: 1 of 2
Recorded 9/29/2016 12:54 PM
Bill Kinsaul, Clerk, Bay County, FL
Deputy Clerk AL Trans # 1334050
D DOCTAX PD $229.60

THIS QUITCLAIM DEED, made this _____, by and between

Robert David Young , ("Grantor"), and Dr. Judy F. Foister ("Grantee"), whose address is

P.O. Box 1610 Panama City, Florida 32402

W I T N E S S E T H:

That WHEREAS, Grantor, for and in consideration of the sum of Ten ($10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof being hereby acknowledged, does hereby remise, release, and quitclaim unto the said Grantee forever, all right, title, Interest, and claim which the said Grantor has in and to the following described parcel of land, improvements, tenements, and appurtenances thereto in the county of Bay, State of Florida to-wit:

Commence at the most northerly corner of lot 7, block 3, sunny acres, according to plat on file in plat book 8, page 33, public records of Bay County, Florida; thence southwesterly along the northwesterly line of lot 7, for 55 feet to the point of beginning; thence continue along same line for 122.5 feet; thence southeasterly along a line 27.5 feet southwesterly of and parallel to the southwesterly line of lots 6 and 11 to a point of the southeasterly line of lot 13; thence northeasterly of and parallel to the northeasterly line of lots 6 and 11 to the point of beginning. being all of lots 6 and 11 and the northeasterly 27.5 feet of lots 5 adn 12 and the southwesterly 20 feet of lots 7 and 10, clok 3, sunny acres.

The above-described property is not the homestead of the Grantor.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year above first written.

Signed, sealed and delivered

In the presence of:

Printed Name: Brittany Hand

Printed Name: Krista L Keller

Thalia Scully
THALIA SCULLY

Printed Name: _____

Printed Name: Dovie Lloyd

GRANTOR:

Robert David Young

GRANTEE:

Dr. Judy F. Foister

STATE OF FLORIDA

COUNTY OF BAY

The foregoing QUITCLAIM DEED was acknowledged before me, this 9-21-16 by Robert David Young. He is personally known to me or produced Driver's License Numbers Y520-764-290-0 as identification and did/did not take an oath.

NOTARY PUBLIC NAME: Lauren Backus

Commission No: FF071716 My Commission Expires: Nov. 19, 2017

LAUREN BACKUS
Notary Public - State of Florida
My Comm. Expires Nov 19, 2017
Commission # FF 071716

Prepared By: R. David Young
10801 Highway 231
Youngstown, FL 32466

Parcel # 03747-000-000

(3)

File # 2015058474
BK 3743, PG: 1331 Pages: 1 of 2
Recorded 10/22/2015 4:31 PM
Bill Kinsaul, Clerk, Bay County, FL
Deputy Clerk GB Trans # 1282182
D DOCTAX PD $128.80

QUITCLAIM DEED

THIS QUITCLAIM DEED, made this 19th day of September 2015, by and between Glenn E. Jones and wife Gwendolyn Amy Jones, ("Grantors"), and Dr. Judy F. Foister ("Grantee"), whose address is P.O. Box 1610 Panama City, Florida 32402

WITNESSETH:

That WHEREAS, Grantor, for and in consideration of the sum of Ten ($10.00) Dollars, and other good and valuable considerations to said Grantor in hand paid by said Grantee, the receipt whereof being hereby acknowledged, does hereby remise, release, and quitclaim unto the said Grantee forever, all right, title, interest, and claim which the said Grantor has in and to the following described parcel of land, improvements, tenements, and appurtenances thereto in the county of Bay, State of Florida to-wit:

Lots 8 and 9 and the northwesterly 55 feet of Lots 7 and 10, lying contiguous and adjacent to Lots 8 and 9, all in block 3, according to the plat of Sunny Acres subdivision, as recorded in plat book 8, page 33, in the Public Records of Bay County, Florida.

The above-described property is not the homestead of the Grantor.

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year above first written.

Signed, sealed and delivered

In the presence of:

GRANTORS:

Salina Grindstaff

Printed Name: Salina Grindstaff

Glenn E. Jones

Carol Shoemaker

Printed Name: Carol Shoemaker

Gwendolyn Amy Jones

_____

Printed Name: _____

_____

Printed Name: _____

STATE OF FLORIDA

COUNTY OF BAY

The foregoing QUITCLAIM DEED was acknowledged before me, this 19th day of September, 2015 by Glenn E Jones and wife Gwendolyn Jones. They are personally known to me or produced Driver's License Numbers:

A232654 and A230277 as identification and did/~~did not~~ take an oath.

NOTARY PUBLIC

Printed Name: Robin W. Zygaitis

Commission No.: 472035

My Commission Expires: 9/24/2016

OFFICIAL SEAL
ROBIN WYATT ZYGAITIS
NOTARY PUBLIC - OREGON
COMMISSION NO. 472035
MY COMMISSION EXPIRES SEPTEMBER 24, 2016

Certification and Authorization

(1) By my signature, I certify that the information contained in this application is true and correct and understand that deliberate misrepresentation of such information will be grounds for denial and reversal of this application and or revocation of any approval based on this application.

(2) I authorize County staff to enter upon my property at any reasonable time for the purpose of site inspection.

(3) I authorize the placement of a public notice sign on my property at a location to be determined by County staff.

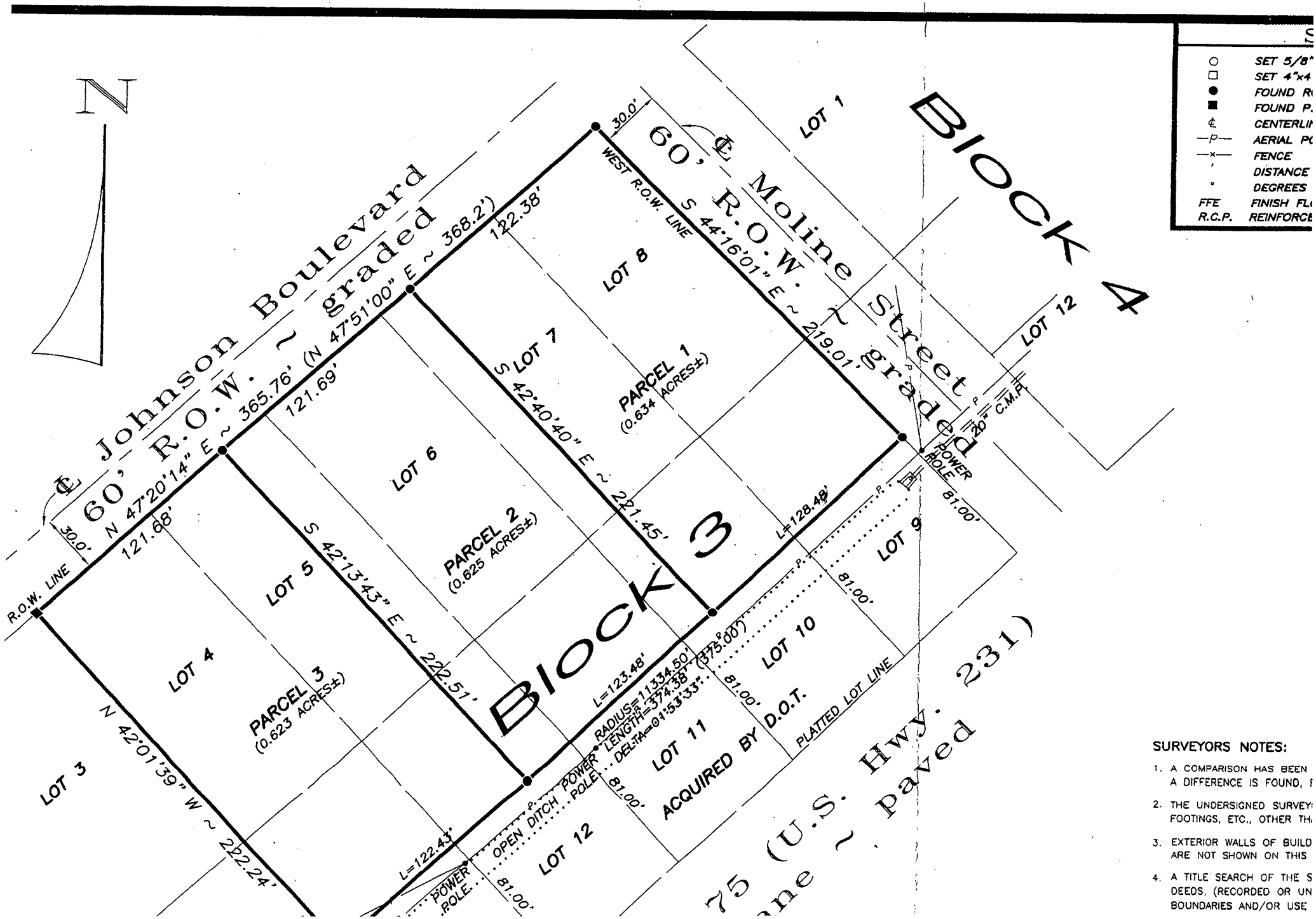
(4) I Judy Foister (print name) as the property owner or authorized property owner representative have read and understand the attached information concerning Application for Amendment to the Bay County Zoning Map.

Judy Foister
Applicant Name (Type or Print)

Judy Foister
Applicant Signature

OWNER
Title and Company (if applicable)

1-6-17
Date



SURVEYORS NOTES:

1. A COMPARISON HAS BEEN
A DIFFERENCE IS FOUND,
2. THE UNDERSIGNED SURVEY
FOOTINGS, ETC., OTHER TH
3. EXTERIOR WALLS OF BUILD
ARE NOT SHOWN ON THIS
4. A TITLE SEARCH OF THE S
DEEDS, (RECORDED OR UN
BOUNDARIES AND/OR USE

DEVELOPMENT SERVICES
RECEIPT

Printed: January 06, 2017

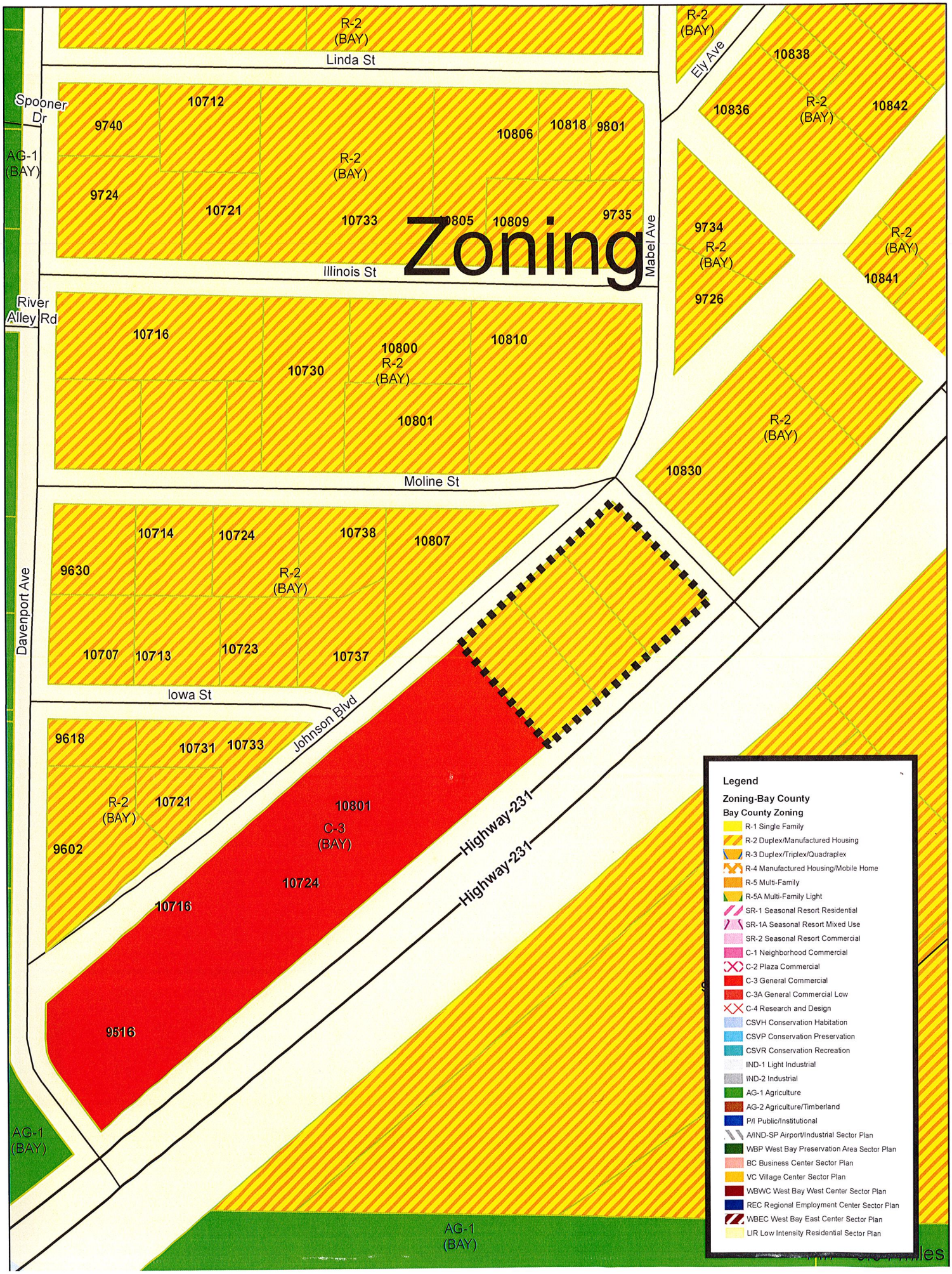
PROJECT NO: **PZ17-004**

TAX ID: 03745-010-000
10806 JOHNSON BLVD
YOUNGSTOWN, FL 32466

Receipt Number: PZ755

Fee Description	Account Number	Fee Amount
REZONING		
ZONE CHANGE	001-3429015	$1,450.00

Total Fees Paid: **$1,450.00**
Date Paid: Friday, January 6, 2017
Paid By: Gulf Coast Hypnosis Inc
Pay Method: CHECK 2732
Received By: PAMELA STANLEY


Zoning
Linda St
Illinois St
Moline St
Iowa St
Mabel Ave
Ely Ave
Spooner Dr
River Alley Rd
Davenport Ave
Johnson Blvd
Highway-231
Highway-231
R-2 (BAY)
AG-1 (BAY)
C-3 (BAY)
9740
10712
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10818
9801
9724
10721
10733
10805
10809
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10836
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9734
9726
10841
10830
Legend
Zoning-Bay County
Bay County Zoning
R-1 Single Family
R-2 Duplex/Manufactured Housing
R-3 Duplex/Triplex/Quadraplex
R-4 Manufactured Housing/Mobile Home
R-5 Multi-Family
R-5A Multi-Family Light
SR-1 Seasonal Resort Residential
SR-1A Seasonal Resort Mixed Use
SR-2 Seasonal Resort Commercial
C-1 Neighborhood Commercial
C-2 Plaza Commercial
C-3 General Commercial
C-3A General Commercial Low
C-4 Research and Design
CSVH Conservation Habitation
CSVP Conservation Preservation
CSVR Conservation Recreation
IND-1 Light Industrial
IND-2 Industrial
AG-1 Agriculture
AG-2 Agriculture/Timberland
P/I Public/Institutional
A/IND-SP Airport/Industrial Sector Plan
WBP West Bay Preservation Area Sector Plan
BC Business Center Sector Plan
VC Village Center Sector Plan
WBWC West Bay West Center Sector Plan
REC Regional Employment Center Sector Plan
WBEC West Bay East Center Sector Plan
LIR Low Intensity Residential Sector Plan

BAY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
840 W. 11th Street, Room 2350 - Panama City FL 32401
Phone: 850-248-8250 - Fax: 850-248-8267
E-mail: planning@baycountyfl.gov

Agenda Date: February 16, 2017
Application No.: PZ 17-004 Zone Change

Applicant: Judy Foister
Owner: Judy Foister
Appraiser's Parcel Number: 03745-010-000, 03746-010-000, 03746-000-000

Project Description: The applicant is requesting an approval to change the zoning of a three parcels totaling 1.8 acres from the "R-2" Single-family and Duplex Dwellings zone district to the "C-3" General Commercial.

Project Location: The property is located at 10806 & 10812 Johnson Boulevard, in the Youngstown area.

Parcel Information

Parcel Size:	1.8+/- acres (per survey)
Land Use Designation:	Residential
Zoning:	"R-2" Single-family and Duplex Dwellings
Existing Land Use:	Vacant Residential
Surrounding Land Uses:	North: Residential; East: Residential; South: U.S. Highway 231; West: Commercial Mini-storage.
Project Site Access:	U.S. Highway 231
Service Area:	Suburban

Standards of Review

In accordance with Section 307.3. of the Bay County Land Development Regulations, the Planning Commission and Board of County Commissioners are required to make the following findings in the affirmative prior to approving any proposed zone change.

1. The proposed zone change is consistent with the Comprehensive Plan in that the proposal is within the proper land use category shown on the Future Land Use Map, complies with all standards and criteria associated with that category, and the application is not inconsistent or in conflict with the Plan, Policy 3.2.1, as follows:

    a. Potential for threat to the health, safety, and welfare of the general public;
    b. Potential to create public nuisance(s);
    c. Site suitability;
    d. Compatibility between zones;
    e. Consistency with the Comprehensive Plan;
    f. Availability of infra-structure facilities and services;

g. Would not create "spot" zoning; and
h. Criteria specified in Table 3A of the Comprehensive Plan.

2. Whether or not the application for zone change represents a logical and consistent extension of present uses in the general area of the property involved.

3. Granting the application for zone change will not adversely affect other properties in the general vicinity of the property involved.

4. The impact of the rezoning to the environment or natural resources, and the impact upon concurrency issues and requirements.

5. Granting the application for zone change will not interfere, contradict, or conflict with the infrastructure improvement plans of Bay County or any other governmental agency, or otherwise create a physical or financial burden for Bay County.

Analysis & Discussion

The applicant is requesting approval to rezone the subject property from "R-2" to "C-3." As provided for by section 308 of the Bay County Land Development Regulations, this request is being processed concurrently with Application No. PZ 16-164 SSA. This zone change would not become effective unless and until the plan amendment becomes effective.

The C-3 zone district allows for neighborhood commercial, commerce parks, recreation, conservation, public/institutional, educational facilities, public utilities, retail trade, general office and similar uses. A maximum of 60 percent impervious coverage is allowed in the Suburban Service Area. The subject parcel complies with the minimal dimensional standards specified in Table 6.1 of the Land Development Regulations for the "C-3" zone. The property has approximately 375-feet of frontage along U.S. Highway 231. 100-feet of frontage is required in the C-3 zone. The proposed zone district implements the proposed General Commercial Comprehensive Plan land use designation as specified in Table 3.1 of the Land Development Regulations.

The property front U.S. Highway 231 and is directly adjacent to existing C-3 zoning. The applicant also owns this adjacent commercial property where a clinical office and mini-storage business has operated for several years. Staff feels that the request is a reasonable expansion of the existing C-3 zoning.

Staff Recommendation

It is therefore recommended the Commission:

1. Find the proposed zone change, Application No. PZ 17-004, consistent with Comprehensive Plan and Land Development Regulations, and
2. Forward a recommendation to the Bay County Board of County Commissioners to approve the proposed zone change subject to the prior approval of Application No. PZ 16-164 SSA.

ORDINANCE NO.___

AN ORDINANCE AMENDING ORDINANCE NO. 04-29 ENTITLED "THE BAY COUNTY OFFICIAL ZONING DISTRICT MAP", AS AMENDED; PROVIDING FOR AUTHORITY AND PURPOSE; PROVIDING A SHORT TITLE; PROVIDING FOR CHANGES TO THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Bay County, Florida (the "Board"), approved Ordinance No. 04-29 (the "Bay County Official Zoning District Map") on September 21, 2004;

WHEREAS, the Board has approved other ordinances amending the Bay County Official Zoning District Map (Zoning District Map);

WHEREAS, Judy Foister (the "applicant") submitted an application to change the zoning designation of the land described in Exhibit 1 on the Zoning District Map (the "rezoning");

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations Staff conducted a technical analysis of the application for rezoning resulting in findings and recommendations;

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations and Section 163.3174, F.S. the Planning Commission conducted a public hearing on February 16, 2017, to hear and consider comments from the staff, the applicant, and the public on the rezoning;

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations and Section 125.66, F.S. the Board conducted a quasi-judicial public hearing on March 21, 2017, to hear and consider the recommendations of the Planning Commission concerning the rezoning and to hear and consider comments from staff, the applicant, and the public;

WHEREAS, the Board found the proposed rezoning to be generally consistent with the Bay County Comprehensive Plan.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Bay County:

Section 1. Authority and Purpose. This ordinance is adopted pursuant to the authority granted counties in Chapter 125 and is enacted to provide for the health, safety and welfare of the citizens of Bay County, Florida and to implement the Bay County Comprehensive Plan and Bay County Land Development Regulations pursuant to Chapter 163, Part II, Florida Statutes.

Section 2. Short Title. This ordinance shall be known as "Bay County Rezoning PZ 17-004 to the Bay County Official Zoning District Map".

Section 3. Changes to the Zoning District Map. The Zoning District Map is hereby changed as follows and described in Exhibit 1.

Reference	Action Taken	Location
PZ 17-004	Change 1.8+/- acres from "Single-family and Duplex Dwellings (R-2)" to "General Commercial(C-3)" on the Zoning District Map.	See Exhibit 1

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decisions shall not effect the validity of the remaining portions hereof. The Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections,

subsections, sentences, clauses and phrases be declared illegal, invalid, or unconstitutional, and all ordinances and parts or ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 5. Effective date. This Ordinance shall become effective when the amendment to the Future Land Use Map adopted by Ordinance No. _____ becomes effective as provided by law including Section 163.3189, F.S.

PASSED AND ADOPTED this 21st day of March, 2017.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY FLORIDA

_____
William T. Dozier, Chairman

ATTEST:

_____
Clerk

Approved as to correctness of form:

_____
Office of the County Attorney

cc: Bay County Property Appraiser

Bay County Board of County Commissioners
Agenda Item Summary

PZ 17-003 Zoning Change

DEPARTMENT MAKING REQUEST/NAME:	**MEETING DATE:** 3/21/2017
Community Development Ian Crelling, Planning Manager	

REQUESTED MOTION/ACTION:
Board to conduct a quasi-judicial public hearing pursuant to Section 307 of the Land Development Regulations and take action on a proposed zone change from "C-2" Plaza Commercial to "C-3" General Commercial, Application No. PZ 17-003. Located at 20601 Panama City Beach Parkway, in the unincorporated Panama City Beach area. (District V)

AGENDA	**BUDGETED ITEM?** N/A
Community Development - Public Hearing	BUDGET ACTION: None needed. FINANCIAL IMPACT SUMMARY STATEMENT: N/A

BACKGROUND:
On February 16, 2017, the Bay County Planning Commission conducted a public hearing to consider a request from applicant Michael Adams to change the zoning designation of 0.69 acres from "C-2" Plaza Commercial to "C-3" General Commercial (**Exhibit 1**). The subject property is located at 20601 Panama City Beach Parkway, in the unincorporated Panama City Beach area. At the conclusion of the public hearing, the Planning Commission voted 5-0 to find the proposed zone change consistent with the Bay County Comprehensive Plan and Land Development Regulations.

The proposed "C-3" zone allows a variety of commercial uses including retail centers, convenience stores, gasoline stations, pharmacies, professional services, wholesale trade and warehousing. A maximum of 60 percent impervious coverage and 200 percent floor area ratio is allowed in the Beaches Special Treatment Zone. The subject parcel complies with the minimal dimensional standards specified in Table 6.1 of the Land Development Regulations for the "C-3" zone. The parcel has approximately 300 feet of frontage along Panama City Beach Parkway. 100-feet of frontage is required for the "C-3" zoning designation. The proposed zone district implements the existing General Commercial Comprehensive Plan land use designation as specified in Table 3.1 of the Land Development Regulations.

The property is directly adjacent to residentially zoned properties along the southern boundaries. Any commercial development would require a minimum 25-foot landscape buffer when directly adjacent to residential zones per Chapter 28 of the Bay County Land Development Regulations.

This item has been noticed as a public hearing in accordance with Section 206 of the Land

Development Regulations.

Staff agrees with the Planning Commission and recommends the Board conduct a public hearing, approve the proposed amendment, and adopt the attached ordinance (**Exhibit 2**).

ATTACHMENTS:

Description	Type
Application	Backup Material
Zoning Map	Backup Material
EXHIBIT 1 - Staff Report	Exhibit
EXHIBIT 2 - Ordinance	Exhibit

Application to Amend the Bay County Zoning Map

(Please type or print clearly)

RECEIVED
JAN - 6 2017
BAY COUNTY
PLANNING AND ZONING

File No.: PZ17-003 **Date Received:** JAN - 6 2017

A) Applicant Information

Owners name:	BLUE DOLPHIN BEACH RESORT LTD	**Authorized agent:**	MICHAEL ADAMS
Mailing address:	712 KENWOOD DR BIRMINGHAM AL 35214	**Mailing address:**	119 S HIGHWAY 79 PANAMA CITY BEACH, FL 32413
E-mail:		**E-mail:**	debbies@kilgoresbrickpavers.com
Telephone:		**Telephone:**	850 819-1599 / 850 258-7229
FAX:		**FAX:**	

Attach a letter from the property owner granting authorization if an agent is submitting application.

B) Requested Zone Change

Change from: C2 (Existing zoning) to: C3 (Proposed zoning)

C) Site Information

Address/location of proposed site:	20601 PANAMA CITY BEACH PARKWAY PANAMA CITY BEACH, FL 32413
Property ID number(s):	36800-000-000
Property size (acres / square feet):	0.688
Future Land Use Map designation:	General Commercial

A legal description must be attached in order for an application to be considered complete. Please include a survey if available. Provide an 8.5 X 11 copy.

A copy of a signed deed or other instrument documenting legal interest in the property to be amended must be attached for application to be considered complete. Provide an 8.5 X 11 copy.

Two aerial photographs obtained from the Bay County Property Appraisers Office which identifies the subject property and all property within a 500 foot radius of the subject property must be attached to this amendment application. Provide an 8.5 X 11 copy.

D) Review Fee Attached:

1. Zone Change: $1,450

E) Site Information

Current property use	COMMERCIAL VACANT LAND
FIRM Zone & Panel No.	
Wetlands	
Aquifer Recharge	
Coastal Area	
Wildlife Habitat	
Surrounding land uses North:	ACREAGE NOT ZONED AGRICULTURE
South:	RESIDENTIAL VACANT LAND
East:	COMMERCIAL VACANT LAND
West:	STORES/OFFICE /SF-RES

F) Utilities

Applicants must provide information as to how the site will have access to potable water, sewage disposal, solid waste disposal, roads, and stormwater control.

1. <u>Water and Sewer Service:</u>

a. Potable Water Service

Provider	Permitted capacity (gallons per day – gpd)	Current demand - gpd	Available capacity – gpd
Private Well (s)___			

Current potable water demand of site under existing designation: _____ gpd

Anticipated potable water demand if amendment is approved: _____ gpd

b. Sanitary Sewer Service/Wastewater Treatment

Provider*	Permitted capacity - gpd	Current demand - gpd	Available capacity - gpd
Septic tanks or other individual on-site systems ____			

* If wastewater is to be treated using a package system, please fill-in "Package Plant" in the provider column and state the capacity of the proposed system in the second column.

Current wastewater demand of site under existing designation: _____ gpd

Anticipated wastewater demand if amendment is approved: _____ gpd

Note: If potable water and sewage disposal is to be through a provider other than Bay County, then the applicant must attach a letter from the proposed provider certifying that adequate capacity and immediate hookups are available to the site.

2. Stormwater: Describe how stormwater will be controlled and treated:

_____
_____
_____
_____
_____
_____

If rezoning to a higher density the following information must be included:

3. Transportation: Use professionally acceptable methodology to determine the impacts of proposed development on transportation infrastructure. A traffic study shall be required if the proposed development will impact a facility at or near its maximum acceptable level of service, and/or if the proposed development will generate 100 or more trips in the peak hour (Land Development Regulations Section 2008-6, 7). The Traffic Impact Analysis (TIA) must be performed using a traffic micro-simulation model

such as Synchro or HCS2000. The Bay County Transportation Planning Organization Congestion Management System must be used to determine whether or not a facility is at or near its maximum capacity for the road segment's AADT. For roads where counts do not exist for AADT, counts must collected by applicant.

ITE code	Land use	Units/sq. footage	Daily trips	Peak trips

Road segment	Existing LOS	Projected LOS	Acceptable LOS

In which hurricane evacuation zone(s) is the subject property located:

☐ Tropical storm ☐ Category 1 hurricane ☐ Category 2 hurricane

☐ Category 3 hurricane ☐ Category 4-5 hurricane ☒ N/A

G) Project Information/Justification

Provide a detailed description of the purpose of the proposed zone change, and how the proposed change is consistent with the following Findings Guidelines (Section 307.3).

a. The application for zone change is consistent with the Comprehensive Plan. To be consistent means: that the zone change is within the proper land use category shown on the Comprehensive Plan Future Land Use Map and complies with all standards and criteria associated with that category, and; the application for zone change is not inconsistent or in conflict with the Comprehensive Plan, Policy 3.2.1 of the Future Land Use Element as follows.

i. Potential for threat to the health, safety, and welfare of the general public;

ii. Potential to create public nuisance(s);

iii. Site suitability;

iv. Compatibility between zones;

v. Consistency with the Comprehensive Plan;

vi. Availability of infra-structure facilities and services;

vii. Would not create "spot" zoning, and;

viii. Criteria specified in Table 3A of the Comprehensive Plan.

b. Whether or not the application for zone change represents a logical and consistent extension of present uses in the general area of the property involved.

c. Granting the application for zone change will not adversely affect other properties in the general vicinity of the property involved.

d. Granting the application for zoning change will not interfere, contradict, or conflict with infrastructure improvement plans of Bay County or any other governmental agency, or otherwise create a physical or financial burden for Bay County

H) Provide one copy of the deed to the property, a site plan of the property proposed for a zone change, and a vicinity map.

Please be advised that your property may be subject to private covenants and restrictions which, under Policy 8.5.2 of the Bay County Comprehensive Plan, are encouraged and supported by the Bay County Board of County Commissioners provided such restrictions do not conflict with the Plan.

I) Certification and Authorization

(1) By my signature, I certify that the information contained in this application is true and correct and understand that deliberate misrepresentation of such information will be grounds for denial and reversal of this application and or revocation of any approval based on this application.

(2) I authorize County staff to enter upon my property at any reasonable time for the purpose of site inspection.

(3) I authorize the placement of a public notice sign on my property at a location to be determined by County staff.

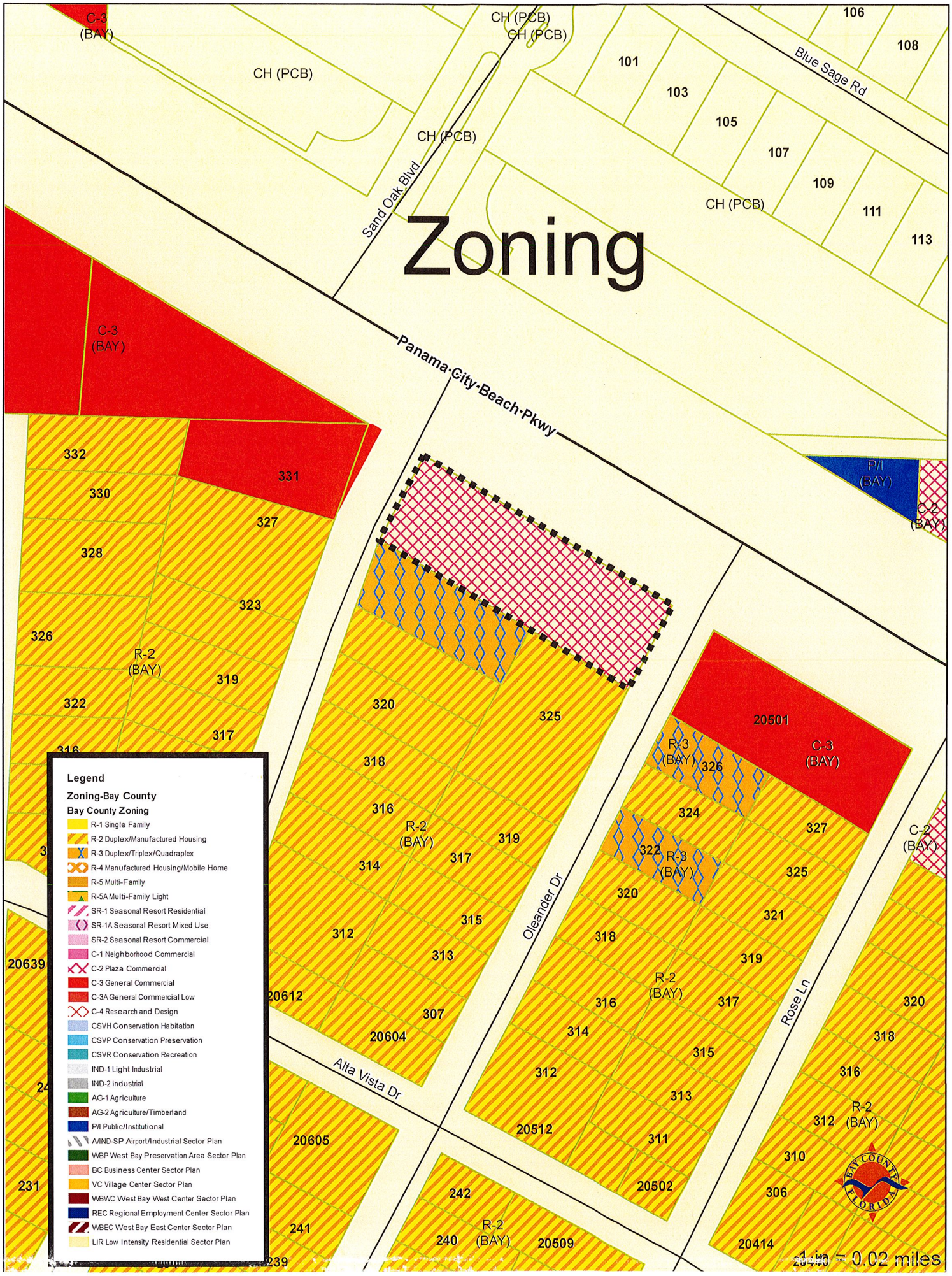
(4) I MICHAEL ADAMS (print name) as the property owner or authorized property owner representative have read and understand the attached information concerning Application for Amendment to the Bay County Zoning Map.

MICHAEL ADAMS
Applicant Name (Type or Print)

Applicant Signature

Title and Company (if applicable)

1-5-17
Date


Zoning
C-3 (BAY)
CH (PCB)
CH (PCB)
CH (PCB)
CH (PCB)
CH (PCB)
Blue Sage Rd
Sand Oak Blvd
Panama City Beach Pkwy
101
103
105
107
109
111
113
106
108
C-3 (BAY)
331
332
330
327
328
323
326
R-2 (BAY)
319
322
317
316
320
325
318
316
R-2 (BAY)
319
317
314
312
315
313
307
20612
20604
20639
Oleander Dr
Alta Vista Dr
20605
231
241
242
240
R-2 (BAY)
20509
239
P/I (BAY)
C-2 (BAY)
20501
C-3 (BAY)
R-3 (BAY)
326
324
327
322
R-3 (BAY)
325
320
321
318
319
R-2 (BAY)
316
317
314
315
312
313
20512
311
20502
Rose Ln
C-2 (BAY)
320
318
316
R-2 (BAY)
312
310
306
20414
Legend
Zoning-Bay County
Bay County Zoning
R-1 Single Family
R-2 Duplex/Manufactured Housing
R-3 Duplex/Triplex/Quadraplex
R-4 Manufactured Housing/Mobile Home
R-5 Multi-Family
R-5A Multi-Family Light
SR-1 Seasonal Resort Residential
SR-1A Seasonal Resort Mixed Use
SR-2 Seasonal Resort Commercial
C-1 Neighborhood Commercial
C-2 Plaza Commercial
C-3 General Commercial
C-3A General Commercial Low
C-4 Research and Design
CSVH Conservation Habitation
CSVP Conservation Preservation
CSVR Conservation Recreation
IND-1 Light Industrial
IND-2 Industrial
AG-1 Agriculture
AG-2 Agriculture/Timberland
P/I Public/Institutional
A/IND-SP Airport/Industrial Sector Plan
WBP West Bay Preservation Area Sector Plan
BC Business Center Sector Plan
VC Village Center Sector Plan
WBWC West Bay West Center Sector Plan
REC Regional Employment Center Sector Plan
WBEC West Bay East Center Sector Plan
LIR Low Intensity Residential Sector Plan
BAY COUNTY FLORIDA
1 in = 0.02 miles

BAY COUNTY
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING AND ZONING DIVISION
840 W. 11th Street, Room 2350 - Panama City FL 32401
Phone: 850-248-8350 - Fax: 850-248-8267
E-mail: planning@baycountyfl.gov

Agenda Date: February 16, 2017
Application No.: PZ 17-003 ZC

Applicant: Michael Adams
Owner: Blue Dolphin Beach Resort, LTD
Appraiser's Parcel Numbers: 36800-000-000

Project Description: The applicant is requesting an approval to change the zoning of a 0.7 acre parcel from the "C-2" Plaza Commercial to the "C-3" General Commercial zone.

Project Location: The parcel is located at 20601 Panama City Beach Parkway in the unincorporated area of Panama City Beach.

Parcel Information

Parcel Size:	0.7 +/- acres
Land Use Designation:	General Commercial
Zoning:	"C-2" Plaza Commercial
Existing Land Use:	Vacant Commercial
Surrounding Land Uses:	North: Panama City Beach Pkwy; East: Vacant Commercial; South: Vacant Residential; West: Residential/Commercial
Project Site Access:	Magnolia Drive & Oleander Drive
Service Area:	Urban & Beaches Special Treatment Zone

Standards of Review

In accordance with Section 307.3. of the Bay County Land Development Regulations, the Planning Commission and Board of County Commissioners are required to make the following findings in the affirmative prior to approving any proposed zone change.

1. The proposed zone change is consistent with the Comprehensive Plan in that the proposal is within the proper land use category shown on the Future Land Use Map, complies with all standards and criteria associated with that category, and the application is not inconsistent or in conflict with the Plan, Policy 3.2.1, as follows:

    a. Potential for threat to the health, safety, and welfare of the general public;
    b. Potential to create public nuisance(s);
    c. Site suitability;
    d. Compatibility between zones;
    e. Consistency with the Comprehensive Plan;
    f. Availability of infra-structure facilities and services;
    g. Would not create "spot" zoning; and

h. Criteria specified in Table 3A of the Comprehensive Plan.

2. Whether or not the application for zone change represents a logical and consistent extension of present uses in the general area of the property involved.

3. Granting the application for zone change will not adversely affect other properties in the general vicinity of the property involved.

4. The impact of the rezoning to the environment or natural resources, and the impact upon concurrency issues and requirements.

5. Granting the application for zone change will not interfere, contradict, or conflict with the infrastructure improvement plans of Bay County or any other governmental agency, or otherwise create a physical or financial burden for Bay County.

Analysis & Discussion

The applicant is requesting approval to rezone the subject property from “C-2” to “C-3”. The property currently has a General Commercial Future Land Use designation and is located in a commercial area along Panama City Beach Parkway where several General Commercial uses, as well as C-3 zonings already exist. The property is located in between properties that are currently zoned C-3.

The proposed “C-3” zone allows a variety of commercial uses including retail centers, convenience stores, gasoline stations, pharmacies, professional services, wholesale trade and warehousing. A maximum of 60 percent impervious coverage and 200 percent floor area ratio is allowed in the Beaches Special Treatment Zone. The subject parcel complies with the minimal dimensional standards specified in Table 6.1 of the Land Development Regulations for the “C-3” zone. The parcel has approximately 300 feet of frontage along Panama City Beach Parkway. 100-feet of frontage is required for the C-3 zoning designation. The proposed zone district implements the existing General Commercial Comprehensive Plan land use designation as specified in Table 3.1 of the Land Development Regulations.

The property is directly adjacent to residentially zoned properties along the southern boundaries. Any commercial development would require a minimum 25-foot landscape buffer when directly adjacent to residential zones per Chapter 28 of the Bay County Land Development Regulations.

Based on this analysis staff feels that the proposed zone change is consistent with Section 307.3 of the Bay County Land Development Regulations and consistent with the surrounding area.

Staff Recommendation

It is therefore recommended the Commission:

1. Find the proposed zone change, Application No. PZ 17-003, consistent with Comprehensive Plan and Land Development Regulations, and
2. Forward a recommendation to the Bay County Board of County Commissioners to approve the proposed zone change.

ORDINANCE NO.___

AN ORDINANCE AMENDING ORDINANCE NO. 04-29 ENTITLED "THE BAY COUNTY OFFICIAL ZONING DISTRICT MAP", AS AMENDED; PROVIDING FOR AUTHORITY AND PURPOSE; PROVIDING A SHORT TITLE; PROVIDING FOR CHANGES TO THE OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners of Bay County, Florida (the "Board"), approved Ordinance No. 04-29 (the "Bay County Official Zoning District Map") on September 21, 2004;

WHEREAS, the Board has approved other ordinances amending the Bay County Official Zoning District Map (Zoning District Map);

WHEREAS, Michael Adams (the "applicant") submitted an application to change the zoning designation of the land described in Exhibit 1 on the Zoning District Map (the "rezoning");

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations Staff conducted a technical analysis of the application for rezoning resulting in findings and recommendations;

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations and Section 163.3174, F.S. the Planning Commission conducted a public hearing on February 16, 2017, to hear and consider comments from the staff, the applicant, and the public on the rezoning;

WHEREAS, pursuant to Section 307 of the Bay County Land Development Regulations and Section 125.66, F.S. the Board conducted a quasi-judicial public hearing on March 21, 2017, to hear and consider the recommendations of the Planning Commission concerning the rezoning and to hear and consider comments from staff, the applicant, and the public;

WHEREAS, the Board found the proposed rezoning to be generally consistent with the Bay County Comprehensive Plan.

NOW, THEREFORE, be it ordained by the Board of County Commissioners of Bay County:

Section 1. Authority and Purpose. This ordinance is adopted pursuant to the authority granted counties in Chapter 125 and is enacted to provide for the health, safety and welfare of the citizens of Bay County, Florida and to implement the Bay County Comprehensive Plan and Bay County Land Development Regulations pursuant to Chapter 163, Part II, Florida Statutes.

Section 2. Short Title. This ordinance shall be known as "Bay County Rezoning PZ 17-003 to the Bay County Official Zoning District Map".

Section 3. Changes to the Zoning District Map. The Zoning District Map is hereby changed as follows and described in Exhibit 1.

Reference	Action Taken	Location
PZ 17-003	Change 0.69+/- acres from "Plaza Commercial (C-2)" to "General Commercial(C-3)" on the Zoning District Map.	See Exhibit 1

Section 4. Severability. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason invalid or unconstitutional by the decision of any court or regulatory body of competent jurisdiction, such decisions shall not effect the validity of the remaining portions hereof. The Board hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase hereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared illegal,

invalid, or unconstitutional, and all ordinances and parts or ordinances in conflict with the provision of this ordinance are hereby repealed.

Section 5. Effective date. This Ordinance shall become effective as provided by law.

PASSED AND ADOPTED this 21st day of March, 2017.

BOARD OF COUNTY COMMISSIONERS
OF BAY COUNTY FLORIDA

_____
William T. Dozier, Chairman

ATTEST:

_____
Clerk

Approved as to correctness of form:

_____
Office of the County Attorney

cc: Bay County Property Appraiser

Bay County Board of County Commissioners
Agenda Item Summary

PZ 17-008 Amendments to LDR regarding Medical Cannabis Activities

DEPARTMENT MAKING REQUEST/NAME:
Community Development Ian Crelling, Planning Manager

MEETING DATE: 3/21/2017

REQUESTED MOTION/ACTION:
Board to conduct a legislative public hearing to consider a proposal to amend Chapters 6 and 13 of the Bay County Land Development Regulations to provide rules and regulations regarding Medical Cannabis Activities.

AGENDA
Community Development - Public Hearing

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

BACKGROUND:
In 2014, the Florida Legislature enacted the Compassionate Medical Cannabis Act, codified at Section 381.986, Florida Statutes (the "Compassionate Use Act"), which legalized the cultivation, processing, and dispensing of "Low-THC Cannabis," as defined by Section 381.986(1)(e), Florida Statutes, by a licensed dispensing organizing for "Qualified Patients," as defined by Section 381.986(1)(h). The existing State legislation directs that the criteria for the number and location of, and other permitting requirements that do not conflict with state law or department rule for, dispensing facilities of cannabis businesses may be determined by local ordinance.

During the 2016 General Election, Florida voters approved an amendment to the Florida Constitution to legalize the cultivation, production, and dispensing of medical cannabis for a broader population of eligible patients. It is anticipated that Florida legislation relating to the cultivation, production, and dispensing of cannabis products will change in 2017 due to the Constitutional Amendment – raising substantial questions about whether cannabis-related land uses, as a category of commercial use, may have deleterious and negative secondary effects on surrounding land uses and communities.

In December of 2016, Bay County placed a temporary moratorium on Medical Cannabis Activities, for a period of 240 days, or less if provided by an ordinance, to enable the County to determine the best way to regulate Medical Cannabis Activities for the benefit of the public health, safety, and welfare and to promulgate reasonable regulations relating to such activities.

County staff reviewed other proposed ordinances around the state and propose allowing Cannabis Dispensing Facilities as a conditional use in all five of the Commercial zones listed in the Bay County Land Development Regulations. Staff is also proposing an amendment detailing

the rules and regulations concerning Cannabis Dispensing Facilities in Chapter 13 “Special Uses” under Section 1306. The proposed Section 1306 outlines definitions and rules and regulations concerning the facilities. The regulations stipulate a 500 foot property separation from existing houses of worship, publicly-owned parks, State-licensed child care facilities, public or private schools, other Cannabis Dispensing Facilities, any area designated “Residential” on the Bay County Comprehensive Plan Future Land Use Map, and any residentially zoned property on the Bay County Zoning Map. The facilities will be required to have all applicable state licenses and approvals and are subject to a conditional use public hearing before the Bay County Planning Commission. The regulations address hours of operation and also prohibit drive-thru facilities, on site alcohol sales, on site consumption, and loitering.

On February 16, 2017, the Bay County Planning Commission conducted a public hearing and found the amendments consistent with the Comprehensive Plan and Land Development Regulations and voted unanimously to forward a recommendation to the Board of County Commissioners to approve the amendments.

Attached for your review are the proposed amendments to Chapter 6 and Chapter 13 of the Bay County Land Development Regulations. **(Exhibit 1)**. The new language appears in underline.

Staff recommends the Commission:

1. Conduct a legislative public hearing, and
2. Continue consideration of this matter to your next regularly scheduled meeting on April 4, 2017.

This item has been noticed as a public hearing in accordance with Section 206 of the Land Development Regulations.

ATTACHMENTS:

Description	Type
Exhibit 1 DRAFT LDR Proposed Medical Cannabis Changes	Exhibit

SECTION 601. Purpose. To provide areas for the continuation, expansion, and creation of business enterprise; and to promote compatibility between commercial uses, residential uses and other uses.

SECTION 602. Commercial Zones. The following zones are hereby established as commercial zones: C-1, Neighborhood Commercial, C-2, Plaza Commercial, C-3 General Commercial, C-3A General Commercial Low, and MLU, Mixed Land Use.

SECTION 603. C-1 Neighborhood Commercial. The C-1 zone is intended to provide areas for low-intensity commercial uses that primarily offer goods and services to nearby or surrounding residential areas. All C-1 uses must be located on a collector or arterial roadway unless specifically included in an overall plan of development.

1. Allowable Uses. The following uses are allowed in C-1 zones. All other uses are conditional or prohibited.

a. Within the Beaches Area Special Treatment Zone only as identified on Map 3.2 of the Bay County Comprehensive Plan, all allowable R-1, R-2, R-3, R-4, R-5 and R-5A uses. Commercial uses adjacent to residential uses are not required to meet buffer requirements.

b. Retail centers less than 30,000 square feet in building area.

c. Convenience stores.

d. Gasoline service stations.

e. Food service establishments including accessory on-premise consumption of alcoholic beverage.

f. Drug stores/Pharmacy.

g. Laundromats/Dry Cleaners (pick up and delivery).

h. Day care centers.

i. Florist/Flower shops.

j. Novelty/Clothing shops.

k. Auto parts stores.

l. Package stores without consumption on premises.

m. Other appropriate uses. These shall be determined on a case-by-case in consideration of the following criteria: hours of operation; traffic; noise; lighting; odor, and potential nuisance to residential areas.

n. Public Lodging Establishments (Only Bed and Breakfasts and Resort Dwellings) as defined in Chapter 509 F.S.

o. Section 52: Finance and Insurance.

p. Subsection 445: Food & Beverage stores except liquor stores.

2. **Conditional Uses.** The following uses may be allowed in C-1 zones subject to the conditions specified herein, or any other conditions that might be imposed as may be necessary to maintain the integrity of the zone.

a. Communications Towers.

b. Cannabis Dispensing Facility as defined and regulated in Section 1306 of this Code.

3. **Prohibited Activities.** The following activities are prohibited in C-1 zones.

a. Outdoor amplified or similar performances intended for entertainment purposes between the hours of 10:00 p.m. and 6:59 a.m..

b. Rental of two- and three-wheeled motorized scooters. (Amended. Ord No. 15-36, 08-04-15.)

SECTION 604. **C-2 Plaza Commercial.** C-2 uses should be located on a collector or arterial roadway or at intersections of collector and arterial roadways unless specifically included in an overall plan of development.

1. **Allowable Uses.** The following uses are allowed in C-2 zones. All other uses are conditional or prohibited.

a. All allowable C-1 uses.

b. Retail centers less than 50,000 square feet in building area.

c. Off Premise Signs.

d. Allowable commercial uses in C-2 zones are based upon business classifications described in the North American

Industry Classification System, U.S. Office of Management and Budget, latest edition, as follows:

i. Subsection 446: Health & Personal Care Stores

ii. Subsection 448: Clothing and Clothing Accessory Stores

iii. Section 51: Information

iv. Section 53: Real Estate and Rental and Leasing

v. Section 54: Professional, Scientific and Technical Services

vi. Subsection 621: Ambulatory and Health Care Services

vii. Section 72: Accommodations and Food Services (includes hotels, motels, and drinking places)

e. Mini-Warehouses

2. Conditional Uses. The following uses may be allowed in C-2 zones subject to the conditions specified herein, or any other conditions that might be imposed as may be necessary to maintain the integrity of the zone.

a. Communications Towers.

b. Cannabis Dispensing Facility as defined and regulated in Section 1306 of this Code.

3. Prohibited Uses. The following uses are prohibited in C-2 zones.

a. Rental of two- and three-wheeled motorized scooters. (Amended. Ord No. 15-36, 08-04-15.)

SECTION 605. C-3 General Commercial Zones. C-3 uses should be located on a collector or arterial roadway or at intersections of collector and arterial roadways unless specifically included in an overall plan of development.

1. Allowable Uses. The following uses are allowed in C-3 zones, all others are conditional or prohibited.

a. All allowable C-1 and C-2 uses.

b. Allowable commercial uses in C-3 zones are based upon business classifications described in the North American Industry Classification System, U.S. Office of Management and Budget, latest edition, as follows:

i. Sector 44-45: Retail Trade.

ii. Sector 48-49: Transportation and Warehousing, except subsector 493, Warehousing.

iii. Sector 55: Management of Companies and Enterprise.

iv. Sector 56: Administrative and Support and Waste Management.

v. Sector 61: Educational Services.

vi. Sector 62: Health Care and Social Assistance.

vii. Sector 71: Arts, Entertainment, and Recreation.

viii. Sector 72: Accommodation and Food Services.

ix. Sector 81: Other Services.

x. Sector 92: Public Administration.

xi. Sector 23: Construction.

xii. Sector 31-33: Manufacturing - Industry Groups 3118 (Bakeries and Tortilla Manufacturing), 3121 (Beverage Manufacturing), 3231 (Printing and Related Support Activities), 3341 (Computer and Peripheral Equipment Manufacturing), 3351 (Electric Lighting Equipment Manufacturing), 3352 (Household Appliance Manufacturing), 3353 (Electrical Equipment Manufacturing), 33711 (Wood Kitchen Cabinet and Countertop Manufacturing), 33995 (Sign Manufacturing).

xiii. Sector 42: Wholesale Trade - All industry groups EXCEPT 4215 (Metal and Mineral Wholesalers), 42184 (Industrial Supplies Wholesalers), 4225 (Farm Product Raw Material Wholesalers), 4226 (Chemical and Allied Products Wholesalers).

xiv. Sector 49: Warehousing and Storage, except 493190, Other Warehousing and Storage.

xv. Commerce Parks.

xvi. Mobile home or recreational vehicle parks as required by Chapters 21 and 22.

2. **Conditional Uses.** The following uses may be allowed in C-3 zones subject to the conditions specified herein, or any other conditions that might be imposed as may be necessary to maintain the integrity of the zone.

a. Research Development and light manufacturing in a cybergenic relationship with military installations.

b. Prototyping, pre-production, and model making of electronic or electro-mechanical systems, components, or test tools.

c. Limited fabrication and testing of electronic or electro-mechanical systems, components, or test tools.

d. Laboratory facilities to support conduct of analyses or testing of electronic or electro-mechanical systems, components, and computer hardware and software.

e. Light Industrial/Manufacturing – System, equipment, and component assembly, disassembly and integration; maintenance, preservation and testing; transportation and storage; and design and fabrication.

f. Communications Towers.

g. Cannabis Dispensing Facility as defined and regulated in Section 1306 of this Code.

3. **Prohibited Uses.** The following uses are prohibited in C-3 zones.

a. Rental of two- and three-wheeled motorized scooters. (Amended. Ord No. 15-36, 08-04-15.)

SECTION 606. **C-3A General Commercial Low Zones.** C-3A uses should be located on a collector or arterial roadway or at intersections of collector and arterial roadways unless specifically included in an overall plan of development.

1. **Allowable Uses.** The following uses are allowed in C-3A zones, all others are conditional or prohibited.

a. All allowable C-1 and C-2 uses.

b. Allowable commercial uses in C-3 zones are based upon business classifications described in the North American Industry Classification System, U.S. Office of Management and Budget, latest edition, as follows:

i. Sector 44-45: Retail Trade.

ii. Sector 48-49: Transportation and Warehousing, except subsector 493, Warehousing.

iii. Sector 55: Management of Companies and Enterprise.

iv. Sector 56: Administrative and Support and Waste Management.

v. Sector 61: Educational Services.

vi. Sector 62: Health Care and Social Assistance.

vii. Sector 71: Arts, Entertainment, and Recreation.

viii. Sector 72: Accommodation and Food Services.

ix. Sector 81: Other Services.

x. Sector 92: Public Administration.

xi. Sector 23: Construction.

xii. Sector 31-33: Manufacturing - Industry Groups 3118 (Bakeries and Tortilla Manufacturing), 3121 (Beverage Manufacturing), 3231 (Printing and Related Support Activities), 3341 (Computer and Peripheral Equipment Manufacturing), 3351 (Electric Lighting Equipment Manufacturing), 3352 (Household Appliance Manufacturing), 3353 (Electrical Equipment Manufacturing), 33711 (Wood Kitchen Cabinet and Countertop Manufacturing), 33995 (Sign Manufacturing).

xiii. Sector 42: Wholesale Trade - All industry groups EXCEPT 4215 (Metal and Mineral Wholesalers), 42184 (Industrial Supplies Wholesalers), 4225 (Farm Product Raw Material Wholesalers), 4226 (Chemical and Allied Products Wholesalers).

xiv. Sector 49: Warehousing and Storage, except 493190, Other Warehousing and Storage.

xv. Commerce Parks.

xvi. Mobile home or recreational vehicle parks as required by Chapters 21 and 22.

2. **Conditional Uses.** The following uses may be allowed in C-3A zones subject to the conditions specified herein, or any other conditions that might be imposed as may be necessary to maintain the integrity of the zone.

a. Research Development and light manufacturing in a cybergenic relationship with military installations.

b. Prototyping, pre-production, and model making of electronic or electro-mechanical systems, components, or test tools.

c. Limited fabrication and testing of electronic or electro-mechanical systems, components, or test tools.

d. Laboratory facilities to support conduct of analyses or testing of electronic or electro-mechanical systems, components, and computer hardware and software.

e. Light Industrial/Manufacturing – System, equipment, and component assembly, disassembly and integration; maintenance, preservation and testing; transportation and storage; and design and fabrication.

f. Communications Towers.

g. Cannabis Dispensing Facility as defined and regulated in Section 1306 of this Code.

3. **Prohibited Uses.** The following uses are prohibited in C-3A zones.

a. Rental of two- and three-wheeled motorized scooters. (Amended. Ord No. 15-36, 08-04-15.)

SECTION 607. C-4 Research and Design Zones. Research and Design is defined as testing research, analysis, product development, light assembly of components and related office, warehousing/distribution. These type uses will occur within a building that typically resembles an office structure. The Research and Design Zone is intended to be a bridge classification between Commercial and Industrial Zones, and is primarily intended for defense contractor and related activities.

1. Allowable Uses. The following uses are allowed in C-4 zones, all others are conditional or prohibited.

a. All allowable C-1, C-2, and C-3 uses.

b. Allowable commercial uses in C-4 zones are based upon business classifications described in the North American Industry Classification System, U.S. Office of Management and Budget, latest edition, as follows:

i. Sector 541380: Testing Laboratories.

ii. Sector 541710: Research and Development Services

iii. Sector 551110: Corporate Offices.

iv. Sector 611710: Engineering Services.

v. Sector 334511: Search, Detection, Navigation, Guidance, Aeronautical and Nautical System and Instrument Manufacturing.

2. Conditional Uses. The following uses may be allowed in C-4 zones subject to the conditions specified herein, or any other conditions that might be imposed as may be necessary to maintain the integrity of the zone.

a. Cannabis Dispensing Facility as defined and regulated in Section 1306 of this Code.

3. Prohibited Uses. The following uses are prohibited in C-4 zones.

a. Rental of two- and three-wheeled motorized scooters. (Amended. Ord No. 15-36, 08-04-15.)

SECTION 608. MLU Mixed Land Use Zones. Mixed Land Use is defined as providing for areas for lower intensity commercial uses compatible with adjacent or surrounding residential uses by using maximum design flexibility. Mixed Land Use developments will provide for the location of residential and non-

residential uses within close proximity to each other to facilitate non-motorized travel between uses.

1. **Allowable Uses.** The following uses are allowed in MLU zones, all others are conditional or prohibited.

a. All allowable C-1 and C-2 uses except gasoline service stations, off-premise signs, and mini-warehouses.

b. All allowable, conditional, and accessory uses or structures of R-1, R-2, R-3, and R-5A.

c. All allowable P/I uses.

d. Home Occupations in accordance with Section 1302 of this Code, except the home occupation may occupy up to fifty (50) percent of the floor area of the dwelling and is not limited to family members residing on the premises.

2. **Conditional Uses.** The following uses may be allowed in MLU zones subject to the conditions specified herein, or any other conditions that might be imposed as may be necessary to maintain the integrity of the zone.

a. Communications Towers.

3. **Prohibited Activities.** The following activities are prohibited in MLU zones.

a. Outdoor amplified or similar performances intended for entertainment purposes between the hours of 10:00 p.m. and 6:59 a.m.

4. **Desired Mix of Land Uses.** The following types and amount of uses within the MLU zones is a guideline to ensure the intended mix of development and does not limit or expand the types of allowable or permitted uses. The land uses to do not have to develop at the same time, nor is one land use a prerequisite to another land use. This required mix of uses applies to the parent parcel of land. Development of sites over 20 acres shall be required to submit a Planned Unit Development (PUD) pursuant to Chapter 11 of these Regulations and include a minimum of two uses including civic/open space. Changes to any approved PUDs will be processed according to Section 1105.

Land Use	*Minimum Land Area*	*Maximum Land Area*
Residential Uses[1]	25%	45%

C-1 and C-2 Uses	25%	60%
Open Space/Civic Uses[2]	10%	No Maximum

[1] Residential development over commercial or office uses shall be considered part of the commercial or office use.
[2] Includes parks, playgrounds, plazas, dedicated or deed restricted open space and conservation land, community centers, recreation centers, clubhouses, schools, libraries, religious institutions, performing arts centers, and government buildings (except utilities).

5. **Rezoning**. Each application requesting a change to the MLU zone shall be accompanied by a conceptual master plan, drawn to scale, that depicts the location and percentages of the various land uses, linkages and circulation, and demonstrates functional integration of the land uses.

6. **Required Landscaping in MLU Zones.** The following landscaping standards apply to the MLU zones and supersede Sections 2804.1, 2804.2, and 2804.3 of this Code. These apply to the development at the development order stage.

a. At a minimum, general landscaping requirements shall be no less than ten (10) percent of the development site. This may include any required buffer and interior planting requirements.

b. Natural vegetation shall be preserved or reestablished when possible. Existing native trees and vegetation may be deemed to satisfy the landscape requirements of this section, in total or in part, when such vegetation meets the requirements of Table 28.2. Existing native trees and vegetation from areas of the site to be developed may be relocated to the buffer area.

c. Trees and plants shall have non-invasive growth habits, and be planted in soil and conditions that are appropriate for their growth habits.

d. Retention ponds may not be considered as part of the required landscaping area, but may be considered as part of any open space requirement.

e. Pursuant to § 373.185(3), F.S., (2002), no deed restriction or covenant entered after October 1, 2001 may not prohibit any property owner from implementing xeriscape or Florida-friendly landscape on his or her land.

f. Turf areas shall be identified on the landscape plan and cannot constitute more than thirty (30) percent of the landscape area requirement.

g. Off-street parking areas shall be landscaped in accordance with Section 2804.4 of this Code.

h. The entire perimeter of the development site shall be landscape buffered in accordance with Option B in Table 28.1 of this Code.

7. **Development Standards**. The following additional development standards shall apply in the MLU zoning category.

a. Provide for the location of residential and non-residential uses within close proximity to each other to facilitate non-motorized travel between uses.

b. Provide for sustainable development and environmentally responsible design.

c. Provide for interconnections between uses and community parks, and open space.

d. Provide for a range of housing types for all ages, incomes, and lifestyles.

e. Provide for centralized utilities in a planned, coordinated and efficient manner.

f. Provide for an integrated network of local streets, pedestrian paths, and bicycle and equestrian trails, except where prohibited by existing physical features.

g. Ensure that private residential driveway access to all collector roads will be prohibited by promoting access to frontage roads, intersecting common streets, and roadways.

h. Provide for vehicular interconnectivity between abutting PUDs.

i. Provide for access management on arterials that reduce automobile trip length.

j. Provide for water conservation best management practices, which may include, but is not limited to, xeriscaping, water re-use and water conserving fixtures in public areas.

k. Provide for achievement of the Best Development Practices set forth in Objective 3.11 of the Comprehensive Plan.

8. **Conflict.** Where conflict exists between the design and regulatory standards of this Section and the Land Development Regulations, the Planning Official shall resolve the conflict in favor of the regulation which provides the most environmental benefit. (Amended. Ord. No. 13-17, 06-04-13.)

SECTION 609. Bulk Regulations. Standards and criteria for commercial zones are prescribed in Table 6.1.

TABLE 6.1
COMMERCIAL ZONING BULK REGULATIONS

Regulation	Zone					
	C-1	C-2	C-3	C-3A	C-4	MLU
	Neighborhood Commercial	Plaza Commercial	General Commercial	General Commercial Low	Research and Design	Mixed Land Use
Maximum Density	[1]	[1]	[1]	[1]	[1]	[1]
Minimum Lot Frontage (in feet)	75	70	100	100	100	25
Yard Setbacks (in feet)						
Front	25[2]	10	25	25	25[2]	10[5] 15[3]
Side	5	10	3	3	10	5[5] 15[3]
Side when adjacent to 'R' Zones	10	10	20	20	20	5[5] 15[3]
Rear	20	10	20	20	20	10[5] 15[3]
Maximum Building Height (in feet)	35	50	230	100	100	100
Impervious Surface Ratio						
Urban Area	60%	75%	75%	75%	80%	75%
Beaches STZ and Suburban Area	50%	60%	60%	60%	80%	75%
Rural Area[4]	30%	30%	50%	50%	80%	75%
Floor Area Ratio						
Urban Area	100%	200%	200%	200%	100%	200%
Beaches STZ and Suburban Area	50%	200%	200%	200%	60%	200%
Rural Area[4]	30%	30%	30%	30%	30%	30%

[1] Residential densities in commercial zones shall be as described in Chapter 4 for residential zones.
[2] Setback from front property line adjacent to arterial and collector.
[3] Minimum yards on the perimeter of the overall development; no minimum required within the development to accommodate zero lot line designs.
[4] Rural Communities, only.
[5] Setback for single family homes.

SECTION 1301. Purpose. The purpose of this Chapter is to identify certain land uses, which, by their character or nature, require special use regulations.

SECTION 1302. Home Occupation; Home Office of Convenience. Home occupations or home offices of convenience are allowed in AG-1, AG-2, CSVH, R-1, R-2, R-3, R-4 R-5 and R-5A residential zones subject to the following requirements in all service areas.

1. No person other than members of the family residing on the premises shall be engaged in the business activity.

2. The use of the dwelling shall be clearly incidental and subordinate to its use for residential purposes by its occupants, and shall under no circumstances change the residential character of the structure.

3. There shall be no change in the outside appearance of the building or premises, or other visible evidence of the conduct of business activity. Signs or any visible advertising is limited to two (2) square feet of sign face.

4. No home occupation or home office of convenience shall occupy more than twenty-five (25) percent of the first floor area of the dwelling.

5. No traffic shall be generated in greater volumes than would normally be expected in a residential neighborhood.

6. No equipment, tools, or process shall be used which creates interference to neighboring properties due to noise, vibration, glare, fumes, odors, or electrical interference. In the case of electrical interference, no equipment or process shall be used which creates visual or audible interference in any radio, telephone, or television receivers off the premises or causes fluctuations in line voltage off the premises.

7. Visible outdoor storage of materials associated with the business activity is prohibited.

8. A home occupation or home office of convenience shall be subject to all applicable County licensing requirements, fees, and other business taxes and shall be registered with the Planning and Zoning Division.

SECTION 1303. Nightclubs. The requirements of this Section shall apply to all nightclubs unless otherwise pre-empted by State Beverage Laws (Chapters 561-568, F.S.). The term “nightclub” means any premises devoted during any time of operation predominately or totally to serving alcoholic beverages, for

consumption on the licensed premises, in which the serving of food, if any, is merely incidental to the consumption of such beverage and the hours of operation routinely extend beyond 11:00 PM.

The requirements of this Section shall not apply to places with 1-APS, 2-APS, PS, or SRX licenses issued by the Florida Department of Business and Profession Regulation, Division of Alcoholic Beverages and Tobacco, or to places where the sale and serving of alcoholic beverages is accessory to a principal use (e.g. poolside bar, bowling alley, billiard hall, arcade, airport, golf course, etc.). All nightclubs shall comply with the following requirements.

1. Nightclubs are only allowed in C-3, General Commercial and SR-2, Seasonal/Resort Commercial zones.

2. No nightclub shall be located within one-thousand (1,000) feet of any area designated as "Residential" on any Comprehensive Plan - Future Land Use Map or R-1, R-2, R-3, R-4, R-5, or R-5A residential zones on the Official Zoning Map. The 1,000-foot distance shall be measured from the nightclub building side that is closest to the boundary of the nearest residential area.

3. Any nightclub for which a Liquor Consumption License (COP) had been issued before September 21, 2004, but which does not comply with the requirements of this Section may continue in business as a nonconforming nightclub subject to the nonconforming use provisions specified in Section 203 of this Code. (Amended, Ord. No. 13-23, 07-16-13.)

SECTION 1304. Adult Uses. (Reserved)

SECTION 1305. Fences, Hedges and Walls. All fences, walls and vegetative hedges located in the Urban or Suburban Service Areas shall comply with the following requirements.

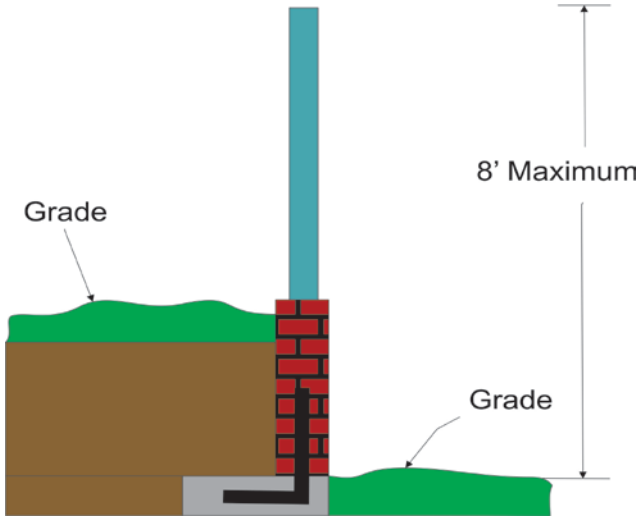
1. All fences to be built shall comply with the Building Code in effect at the time of construction. The posts of each fence must be resistant to decay, corrosion, and termite infestation. The posts must also be decay resistant or pressure-treated for strength and endurance.

2. Fences, walls and hedges may be located in all front, side and rear yards. No fences, walls or hedges shall exceed four (4) feet in height when placed in the required front yard setback. Each fence located in the side and rear yards beyond the front yard setback shall not exceed eight (8) feet in height.

   The height of a fence, wall or hedge, combination thereof, shall be measured from the lowest adjacent grade within three (3) feet on

either side of the fence. If a wall or wall/fence is built on top of a berm or retaining wall, the combined height of the fence and berm or retaining wall must not exceed the allowable fence height.

Fence Height Measurement Diagram



3. Notwithstanding the above, in areas where the property faces two (2) roadways or is located in any other area construed to be a corner lot, the vision triangle as set forth in Section 2613 of this Code, shall apply.

4. A fence required for safety and protection of hazard by another public agency may not be subject to the height limitations, above. Approval to exceed maximum height standards may be given by the Planning and Zoning Manager upon receipt of satisfactory evidence of the need to exceed height standards.

5. No fence or hedge shall be constructed or installed in such a manner as to interfere with drainage on the site.

6. No fence or hedge shall be constructed or installed in any public right-of-way. (Amended, Ord. No. 06-30, 05-16-06 and Ord. No. 12-03, 02-21-12.)

SECTION 1306. Cannabis Dispensing Facility. The purpose of the requirements and regulations of this Section is for the establishment and operation of cannabis dispensing facilities as provided for pursuant to Florida Statutes.

1. Definitions.

a. Applicant means an individual or business entity desiring to operate a Cannabis Dispensing Facility in unincorporated Bay County, Florida.

b. Derivative Product means any form of cannabis suitable for administration to or consumption or use by a Qualified Patient, Eligible Patient, or any other similarly situated individual.

c. Cannabis Dispensing Facility means any State of Florida licensed facility where Derivative Product is dispensed at the retail level.

d. Low-THC Cannabis means a plant of the genus cannabis, the dried flowers of which contain 0.8 percent or less of tetrahydrocannabinol and more than 10 percent of cannabidiol weight for weight; the seeds thereof; the resin extracted from any part of such plant; or any compound, manufacture, salt, derivative, mixture, or preparation of such plant or its seed or resin.

e. Medical Cannabis means all parts of any plant of the genus cannabis, whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin.

f. Medical Cannabis Activities means, without limitation, the growing, cultivation, processing, manufacturing, dispensing, distribution, and wholesale and retail sale of Medical Cannabis, Low-THC Cannabis, and Derivative Products, or any subset of such activities, or any related activities.

2. Applicability. All Cannabis Dispensing Facilities shall comply with the following requirements.

a. Cannabis Dispensing Facilities ("facility") are only allowed in the "C-1," Neighborhood Commercial, "C-2," Plaza Commercial, "C-3," General Commercial, "C-3A," General Commercial Low, and "C-4" Research and Design zone districts subject to the approval of a Conditional Use Permit in accordance with Chapter 12 of this Code.

b. No facility shall be located within five hundred (500) feet of a house of worship, publicly-owned park, State-licensed child

care facility, public or private elementary, middle, or secondary school, another facility, any area designated "Residential" on any Comprehensive Plan Future Land Use Map, or any "R-1," "R-2," "R-3," "R-4," "R-5," or "R-5A" residential zone on the Zoning Map. The 500-foot distance shall be measured from the property boundary of the facility to the property boundary of the nearest house of worship, publicly-owned park, State-licensed child care facility, school, another Cannabis Dispensing Facility, or residential area. A facility shall not be forced to relocate if it meets the requirements of this paragraph and a house of worship, publicly-owned park, State-licensed child care facility, school, or residence is established within 500-feet of the business.

c. Concurrent to submittal of an application for a Conditional Use Permit to operate a facility, the applicant shall provide evidence to the Planning Official of the State of Florida, Department of Health, Office of Compassionate Use's (or any successor agency of the State of Florida's) approval of the operator to operate a facility pursuant to the Compassionate Use Act or any other relevant law.

d. No facility shall have a drive-through or drive-in service aisle. All dispensing, payment for, and receipt of products shall occur from inside the facility.

e. No facility shall allow the sale, service, or consumption of any type of alcoholic beverages on the premises of the facility.

f. No facility shall allow any Medical Cannabis, Low-THC Cannabis, or Derivative Product to be smoked, ingested, or otherwise consumed on the premises of the facility.

g. To ensure the safety and security of staff, customers, the general public, the facility, and to maintain adequate controls against the diversion, theft, and loss of Low-THC Cannabis, Medical Cannabis, Derivative Product, or cannabis delivery devices, the Cannabis Dispensing Facility shall comply with all requirements of Section 381.986(6)(d) Florida Statutes, Compassionate use of low-THC and medical cannabis.

h. A facility shall provide adequate seating for its customers and patients and shall not allow customers or patients to stand, sit (including in parked vehicles), or gather or loiter, as

defined in Chapter 856 Florida Statutes, outside of the building where the facility operates.

i. No facility shall dispense from its premises Low-THC Cannabis, Derivative Product, Medical Cannabis, or a cannabis delivery device between the hours of 9 p.m. and 7 a.m., but may perform all other operations and deliver low-THC cannabis and medical cannabis to qualified patients 24 hours each day.