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

April 18, 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

- 30 Year Service Award-Ronald (Clay)Fountain

G. PUBLIC PARTICIPATION

H. CONSENT AGENDA

Budget Office

1. **Budget Amendment FY 2017**

   Recommendation: Request board adopt a resolution amending the Fiscal Year 2016-2017 Budget

Clerks Report

2. **Check Register & Revenues and Expenditures**

   Recommendation: Board acknowledge receipt of reports

County Attorney

3. **FDOT request for County Deed of SR 30 and Moylan Road- Parcel 102.1**

   Recommendation: Board to review and approve a Resolution and County Deed to the Florida Department of Transportation to assist in the SR 30 Intersection Improvements.

4. **FDOT request for Temporary Easement of SR 30 and Moylan Road-Parcel 700.1**

   Recommendation: Board to review and approve a Resolution and Temporary Easement to the Florida Department of Transportation to assist in the SR 30 intersection improvements.

5. **FDOT request for County Deed for Hwy. 390 Widening Project-parcel 179.1**

   Recommendation: Board to review and approve a Resolution and County Deed to the Florida Department of Transportation to assist in the Hwy. 390 Widening Project.

6. **First Amendment to Gulf Coast Children's Advocacy Center 2017 Funding Agreement**

   Recommendation: Board approve and authorize the Chairman to sign the First Amendment to the Gulf Coast Children's Advocacy Center 2017 Funding Agreement for Community Services.

Public Works

7. **Hwy 2301 Fire Station (Bayou George) Wind Retrofit Project Contract Award**

   Recommendation: Board: 1) Approve and authorize the Chairman to execute a contract with Anderson Construction Company of N. Florida for the Hwy 2301 Fire Station Wind Retrofit Project; and, 2) Authorize contingency funds in the amount of $ 24,975.00 (10%). **(DISTRICT IV)**

8. **Reject Bids Holiday Drive Fire Station Wind Retrofit Project**

   Recommendation: Board: 1) Reject bids received in response to Invitation to Bid (ITB) 17-10 Holiday Drive Fire Station Wind Retrofit Project, and 2) Authorize staff to re-advertise the project.

9. **Cedar Park Phase II Plat Approval**

   Recommendation: Board: 1) Approve the final plat of the Cedar Park Phase II Subdivision; and, 2) Authorize staff to record the development maintenance bond with the Clerk of Court. **(District I)**

Tourist Development

10. **Ironman Gulf Coast 70.3 Route Authorization**

    Recommendation: Board to authorize the use of County road rights-of-way on Saturday, May 13, 2017 for the Ironman Gulf Coast 70.3 triathlon.

I. REGULAR AGENDA

J. PUBLIC HEARING

Community Development

11. **Amendments to Chapters 24 and 29 of the Land Development Regulations - First Reading**

    Recommendation: Board to conduct a first legislative public hearing to consider a proposal to amend Chapter 24, Drainage/Stormwater Management, and Chapter 29, Subdivisions, of the Bay County Land Development Regulations.

K. PUBLIC PARTICIPATION

L. COUNTY ATTORNEY'S REPORT

M. COUNTY MANAGER'S REPORT

N. CHAIRMANS AND COMMISSIONERS COMMENTS

O. ADJOURN

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

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

Contact County Commissioners:

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

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

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

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

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

"Bay County adheres to the Americans with Disabilities Act and will make reasonable modifications for access to this meeting upon request. Please call the County

Administration Office at (850) 248-8140 to make a request. For Hearing Impaired, Dial 1-800-955-8771 (TDD), and 1-800-955-8770 (Voice). Requests must be received at least 48 hours in advance of the meeting in order for Bay County to provide the requested service."

Bay County Board of County Commissioners
Agenda Item Summary

Budget Amendment FY 2017

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

MEETING DATE: 4/18/2017

REQUESTED MOTION/ACTION:
Request board adopt a resolution amending the Fiscal Year 2016-2017 Budget

AGENDA
Budget Office - Consent

BUDGETED ITEM? No
BUDGET ACTION:
BUDGET AMENDMENT REQUIRED
FINANCIAL IMPACT SUMMARY STATEMENT:
Financial impacts are shown for each fund listed in the attached EXHIBIT A.

BACKGROUND:

Fund 001, General Fund, FY 2017 budget, will need to be amended to transfer reserve for contingencies funds to be used for an increase in the Children's Advocacy expenditures, additional Government Center security cameras, emergency roof repairs to the Library, repairs for office equipment at the Sheriff's office damaged by water leakage, and the renovation to the Government Center third floor.

Fund 101, Transportation, FY 2017 budget, will need to be amended to recognize insurance proceeds for damage to county property and place those funds into the departments for related expenditures.

Fund 120, Library, FY 2017 budget, will need to be amended to recognize grant funds for the Scientist in Residence and place in department for related expenditures.

Fund 145, Fire Services, FY 2017 budget, will need to be amended to transfer reserve for contingency funds to the West Bay fire department for hvac and building repairs.

Summary:

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

ATTACHMENTS:

Description	Type
Budget Amendment Resolution April 18, 2017 Exhibit 1	Exhibit
Budget Amendment FY17 Exhibit A April 18, 2017	Exhibit

RESOLUTION NO.: _____

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

WHEREAS, Fund 001, General Fund, FY 2017 budget, will need to be amended to transfer reserve for contingencies funds to be used for an increase in the Children's Advocacy expenditures, additional Government Center security cameras, emergency roof repairs to the Library, repairs for office equipment at the Sheriff's office damaged by water leakage, and the renovation to the Government Center third floor.

WHEREAS, Fund 101, Transportation, FY 2017 budget, will need to be amended to recognize insurance proceeds for damage to county property and place those funds into the departments for related expenditures.

WHEREAS, Fund 120, Library, FY 2017 budget, will need to be amended to recognize grant funds for the Scientist in Residence and place in department for related expenditures.

WHEREAS, Fund 145, Fire Services, FY 2017 budget, will need to be amended to transfer reserve for contingency funds to the West Bay fire department for hvac and building repairs.

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

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

Section 2. This resolution shall become effective upon adoption.

DONE AND ADOPTED by the Board of County Commissioners of Bay County, Florida this the **18th day of April, 2017**.

BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA

_____
William T. Dozier, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk

APPROVED AS TO FORM:

_____
Office of the County Attorney

ACCOUNT NO.		ACCOUNT NAME	FY 2017 BUDGET	ADJUSTMENT	AMENDED BUDGET	EXPLANATION
		001 Generald Fund				
Expenditures						
BCC Cntl Human Srvs						
0056	5808216	AID-CHILD PROTECTIO	50,000	29,117	79,117	Place funds for additional expenditure required by Children's Adv Cntr
Expenditures						
Sheriff						
0120	5304615	REPAIR/MAINT−EQUIPMENT	1,500	18,010	19,510	Place funds for repairs to office equipment due to water damage
Expenditures						
Information Technology						
0166	5606401	EQUIPMENT	68,714	40,000	108,714	Place funds for additional security cameras and equipment in Gov. Center
Expenditures						
Infrastructure						
0172	5606516	CIP-BCC ADMIN BLDG	0	88,000	88,000	Place funds for 3rd floor renovation in Gov. Center
0172	5606526	ROOF REPAIRS	0	122,000	122,000	Place funds for Library emergency roof repairs
Expenditures						
Reserves						
0972	5909910	RESERVE FOR CONTINGENCIES	242,853	(242,853)	0	Transfer funds from contingencies to depts for unexpected expenditures
0972	5909999	RESERVE−CASH FORWARD	10,632,626	(54,274)	10,578,352	Transfer funds from contingencies to depts for unexpected expenditures
		101 Transportation				
Revenue						
101	3699012	INSURANCE PROCEEDS	5,660	18,289	23,949	Recognize revenue for insurance payment for damage to county property
Expenditures						
ITS						
0229	5304620	REPAIR/MAINT−CNTRL DEVICE	40,000	12,629	52,629	Place insurance payment into department for repair to damaged county property
Expenditures						
Traffic Control						
0230	5304620	REPAIR/MAINT−CNTRL DEVICE	35,660	5,660	41,320	Place insurance payment into department for repair to damaged county property
		120 Library				
Revenue						
120	3310001	FEDERAL GRANTS	0	9,965	9,965	Recognize Scientist in Residence grant and place in dept for related expenditures
Expenditures						
Bay County Library						

ACCOUNT NO.		ACCOUNT NAME	FY 2017 BUDGET	ADJUSTMENT	AMENDED BUDGET	EXPLANATION
0360	5808121	GRANT-FEDERAL	0	9,965	9,965	Recognize Scientist in Residence grant and place in dept for related expenditures

ACCOUNT NO.		ACCOUNT NAME	FY 2017 BUDGET	ADJUSTMENT	AMENDED BUDGET	EXPLANATION
		145 Fire Services				
Expenditures						
Fire Services						
0320	5909910	RESERVE FOR CONTINGENCIES	642,238	(30,000)	612,238	Transfer funds from reserves to station for hvac replacment and repairs to bldg
Fire Services-West Bay						
0323	5304604	REPAIR/MAINT BLD & GRD DEPT	1,000	30,000	31,000	Transfer funds from reserves to station for hvac replacment and repairs to bldg

Bay County Board of County Commissioners
Agenda Item Summary

Check Register & Revenues and Expenditures

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

MEETING DATE: 4/18/2017

REQUESTED MOTION/ACTION:
Board acknowledge receipt of reports

AGENDA
Clerks Report - Consent

BUDGETED ITEM?
BUDGET ACTION:

FINANCIAL IMPACT SUMMARY STATEMENT:

BACKGROUND:

ATTACHMENTS:

Description	Type
Check Register	Cover Memo
Revenues and Exp	Cover Memo

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE

APR 05 2017

April 4, 2017

Board of County Commissioners
Bay County, Florida

Commissioners:

Attached please find Bay County's Check Register for the month of March 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
MARCH 1, 2017 THROUGH MARCH 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
236058	03/24/2017	BAY COUNTY SHERIFF	$	3,307,199.00
236060	03/24/2017	FRONT BEACH CRA	$	2,356,326.83
A004568	03/24/2017	BAY COUNTY PROPERTY APPRA	$	758,884.86
235498	03/03/2017	FLORIDA BLUE	$	516,638.96
A004571	03/23/2017	PANAMA CITY BEACH CONVENT	$	464,481.49
A004549	03/09/2017	PANAMA CITY BEACH CONVENT	$	419,329.24
A004565	03/16/2017	PANAMA CITY BEACH CONVENT	$	409,665.12
E96296	03/07/2017	FLORIDA RETIREMENT SYSTEM	$	322,316.54
236070	03/24/2017	GAC CONTRACTORS, INC	$	297,291.52
E10456	03/31/2017	INTERNAL REVENUE SERVICE-	$	285,084.91
E51125	03/17/2017	INTERNAL REVENUE SERVICE-	$	275,989.76
235714	03/10/2017	GAC CONTRACTORS, INC	$	268,317.31
236054	03/24/2017	FIRST TRANSIT, INC	$	266,178.91
E52196	03/03/2017	INTERNAL REVENUE SERVICE-	$	263,991.46
235971	03/17/2017	THOMPSON TRACTOR CO INC	$	242,925.00
235613	03/03/2017	TRANE U.S. INC.	$	221,548.46
235760	03/10/2017	MILITARY POINT/AWTF - JOI	$	218,504.44
236299	03/31/2017	MILITARY POINT/AWTF - JOI	$	217,477.94
A004552	03/10/2017	ENGEN, LLC	$	202,921.19
A004584	03/31/2017	ENGEN, LLC	$	196,007.11
A004548	03/03/2017	FLORIDA MEDICAID/COUNTY B	$	188,102.42
W001581	3/29/2017	COMPASS BANK	$	184,325.85
235980	03/17/2017	WORLD FIBER TECHNOLOGIES,	$	178,649.20
235830	03/14/2017	SUNTRUST BANK	$	176,114.82
235689	03/10/2017	FISHER SCIENTIFIC COMPANY	$	152,705.31
236034	03/24/2017	COFFMAN INTERNATIONAL, IN	$	134,406.00
235970	03/17/2017	THOMPSON TRACTOR CO INC	$	133,425.00
W001580	03/28/2017	FIRST INTERNATIONAL TITLE	$	132,853.24
A004550	03/09/2017	PANAMA CITY COMMUNITY DEV	$	119,535.30
T58507	03/01/2017	CLERK OF CIRCUIT COURT	$	112,923.08
235560	03/03/2017	GULF POWER COMPANY	$	109,095.78
T58506	03/01/2017	BAY COUNTY SUPERVISOR OF	$	106,559.50
235648	03/10/2017	CARR RIGGS & INGRAM, LLC	$	105,400.00
236251	03/31/2017	GULF POWER COMPANY	$	97,822.67
A004566	03/17/2017	ENGEN, LLC	$	93,077.10
A004582	03/30/2017	PANAMA CITY BEACH CONVENT	$	88,033.46
A004545	03/02/2017	PANAMA CITY BEACH CONVENT	$	86,845.09
235691	03/10/2017	FL DEPT OF JUVENILE JUSTI	$	73,874.37
236069	03/24/2017	GREENSOUTH SOLUTIONS, LLC	$	63,426.74
A004563	03/16/2017	PANAMA CITY COMMUNITY DEV	$	61,224.95
236099	03/24/2017	MARSHALL BROTHERS CONSTRU	$	58,520.00
235561	03/03/2017	GULF POWER COMPANY	$	54,465.75
236119	03/24/2017	RADTKE, M.D., P.A., JAY M	$	53,350.16
235635	03/10/2017	BAY COUNTY SCHOOL BOARD	$	52,770.73

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
MARCH 1, 2017 THROUGH MARCH 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
236088	03/24/2017	LANIER MUNICIPAL SUPPLY C	$	49,265.89
235607	03/03/2017	STUART C. IRBY COMPANY	$	49,229.96
235734	03/10/2017	JIM GOODALL NET LLC	$	49,100.00
236040	03/24/2017	DAVISON FUELS INC	$	47,595.90
235732	03/10/2017	J.V. GANDER DISTRIBUTORS	$	46,975.78
235733	03/10/2017	JACOBSEN, A DIVISION OF T	$	46,788.00
236076	03/24/2017	GULF POWER COMPANY	$	43,174.50
236042	03/24/2017	DESCHAMPS MATS SYSTEMS	$	42,777.00
236032	03/24/2017	COASTAL PARASAIL, INC.	$	42,356.95
235919	03/17/2017	J.V. GANDER DISTRIBUTORS	$	41,015.36
235910	03/17/2017	HALL CONTRACTING & CONSTR	$	39,410.00
235975	03/17/2017	UNIVAR USA, INC.	$	39,050.00
235893	03/17/2017	BAY COUNTY SHERIFF	$	35,793.46
A004580	03/30/2017	MEXICO BEACH COMM DEV COU	$	32,576.76
235721	03/10/2017	GULF POWER COMPANY	$	32,098.12
235672	03/10/2017	DANA TRANSPORT, INC	$	30,268.33
T4311	03/03/2017	TRANE U.S. INC.	$	29,683.80
235739	03/10/2017	LANIER MUNICIPAL SUPPLY C	$	28,041.00
235963	03/17/2017	TARPON DOCK AIR CONDITION	$	27,480.00
236013	03/24/2017	BOUND TREE MEDICAL, LLC	$	27,126.28
235989	03/24/2017	ADVANCED DATA PROCESSING,	$	26,681.37
235511	03/03/2017	ADVANCED DATA PROCESSING,	$	24,550.70
235622	03/03/2017	WISS, JANNEY, ELSTNER ASS	$	24,111.54
235886	03/17/2017	DUVAL FORD	$	23,823.00
T4318	03/10/2017	KEMIRA WATER SOLUTIONS, I	$	23,762.04
A004551	03/09/2017	MEXICO BEACH COMM DEV COU	$	22,835.37
235575	03/03/2017	LIFE MANAGEMENT CENTER	$	21,958.46
236342	03/31/2017	TREASURER OF THE UNITED S	$	20,250.00
235568	03/03/2017	J.V. GANDER DISTRIBUTORS	$	19,949.86
T4330	03/17/2017	CARTEGRAPH SYSTEMS, INC.	$	19,945.60
E030217	03/02/2017	HSA BANK	$	18,693.94
E031617	03/16/2017	HSA BANK	$	18,657.42
E033017	03/30/2017	HSA BANK	$	18,577.42
236023	03/24/2017	CITY OF PANAMA CITY	$	18,000.00
236024	03/24/2017	CITY OF PANAMA CITY	$	18,000.00
236025	03/24/2017	CITY OF PANAMA CITY	$	18,000.00
236026	03/24/2017	CITY OF PANAMA CITY	$	18,000.00
236027	03/24/2017	CITY OF PANAMA CITY	$	18,000.00
T58496	03/01/2017	CLERK OF CIRCUIT COURT	$	17,687.36
T4319	03/10/2017	MOTOROLA SOLUTIONS, INC.	$	17,605.51
T4345	03/24/2017	MOTOROLA SOLUTIONS, INC.	$	17,605.51
235652	03/10/2017	CHENEY LIME & CEMENT CO.	$	16,563.52
236144	03/24/2017	WHITTAKER ELECTRIC INC	$	16,429.00

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
MARCH 1, 2017 THROUGH MARCH 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
A004546	03/02/2017	PANAMA CITY COMMUNITY DEV	$	16,426.67
236141	03/24/2017	VERMEER SALES & SERVICE,	$	15,845.00
235499	03/03/2017	FLORIDA COMBINED LIFE INS	$	15,831.49
235876	03/17/2017	CRH AUTO REPAIR INC	$	15,737.13
235977	03/17/2017	VERIZON WIRELESS	$	15,410.98
235750	03/10/2017	MARSH USA INC	$	14,190.00
235603	03/03/2017	SEON SYSTEMS SALES INC.	$	14,050.00
236091	03/24/2017	LIFE MANAGEMENT CENTER	$	13,988.44
235649	03/10/2017	CATO ENTERPRISES INC	$	13,648.31
235717	03/10/2017	GULF COAST ELECTRIC COOP.	$	13,580.89
T4344	03/24/2017	KEMIRA WATER SOLUTIONS, I	$	13,550.83
235602	03/03/2017	SANGAREE OIL COMPANY, INC	$	13,209.51
235881	03/17/2017	DELL FINANCIAL SERVICES	$	13,177.59
A004585	03/29/2017	UNITED SELF INSURED SERVI	$	13,143.77
T4329	03/17/2017	AT&T	$	13,048.40
236248	03/31/2017	GULF ATLANTIC CULVERT COM	$	12,838.96
235605	03/03/2017	SOUTHEASTERN OUTDOOR MANA	$	12,462.59
236126	03/24/2017	SOUTHEASTERN OUTDOOR MANA	$	12,462.59
236134	03/24/2017	TARPON DOCK AIR CONDITION	$	12,203.00
A004567	03/22/2017	UNITED SELF INSURED SERVI	$	11,793.28
235521	03/03/2017	BOUND TREE MEDICAL, LLC	$	11,554.22
T4338	03/17/2017	TRACTOR & EQUIPMENT CO	$	11,497.56
236002	03/24/2017	BAY COUNTY ECONOMIC DEV A	$	11,193.00
235889	03/17/2017	FLORIDA BLUE	$	11,168.80
235918	03/17/2017	INFINITE ENERGY	$	10,681.01
236018	03/24/2017	CITY OF CALLAWAY	$	10,565.89
A004553	03/09/2017	UNITED SELF INSURED SERVI	$	10,393.69
235991	03/24/2017	AGILENT TECHNOLOGIES, INC	$	10,371.85
236022	03/24/2017	CITY OF PANAMA CITY	$	10,318.40
235549	03/03/2017	FERGUSON ENTERPRISES, INC	$	10,240.00
235903	03/17/2017	GULF COAST ELECTRIC COOP.	$	10,211.68
235905	03/17/2017	GULF POWER COMPANY	$	10,065.04
235862	03/17/2017	CATO ENTERPRISES INC	$	10,031.77
236033	03/24/2017	COASTAL PLANNING & ENGINE	$	9,833.30
236223	03/31/2017	EMPIRE PIPE AND SUPPLY CO	$	9,750.00
T4314	03/10/2017	BEARD EQUIPMENT CO.	$	9,715.62
235587	03/03/2017	OFFICE OF PUBLIC DEFENDER	$	9,616.03
236118	03/24/2017	RADTKE, M.D., P.A., JAY M	$	9,600.00
T4307	03/03/2017	KEMIRA WATER SOLUTIONS, I	$	9,576.44
236225	03/31/2017	ENNEAD, LLC	$	9,575.00
T4334	03/17/2017	KEMIRA WATER SOLUTIONS, I	$	9,384.58
236145	03/24/2017	WISS, JANNEY, ELSTNER ASS	$	9,377.50
T4356	03/31/2017	KEMIRA WATER SOLUTIONS, I	$	9,228.49

BAY COUNTY BOARD OF COMMISSIONERS
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
MARCH 1, 2017 THROUGH MARCH 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
236009	03/24/2017	BCL CIVIL CONTRACTORS, IN	$	9,000.00
236166	03/31/2017	ADECCO EMPLOYMENT SERVICE	$	8,974.37
236084	03/24/2017	J.V. GANDER DISTRIBUTORS	$	8,921.98
235942	03/17/2017	ORION ENGINEERING	$	8,895.00
235681	03/10/2017	DREDGING SUPPLY COMPANY,	$	8,776.34
236174	03/31/2017	ATKINS NORTH AMERICA, INC	$	8,703.92
T4303	03/03/2017	BEARD EQUIPMENT CO.	$	8,484.78
T4302	03/03/2017	AQSEPTENCE GROUP INC	$	8,352.06
236000	03/24/2017	BAY CO COUNCIL ON AGING,	$	8,291.66
235899	03/17/2017	GGI, LLC	$	8,260.00
236017	03/24/2017	CHENEY LIME & CEMENT CO.	$	8,229.45
235608	03/03/2017	SYSTEM SERVICE & ENGINEER	$	8,213.00
235766	03/10/2017	NW FLORIDA WATER MANAGEME	$	8,012.75
235518	03/03/2017	BAY DISTRICT SCHOOLS	$	8,000.00
A004583	03/30/2017	PANAMA CITY COMMUNITY DEV	$	7,921.83
235844	03/17/2017	ALTECH ENVIRONMENT USA CO	$	7,825.00
235700	03/10/2017	FLORIDA STERLING COUNCIL,	$	7,801.67
T4350	03/24/2017	TRACTOR & EQUIPMENT CO	$	7,770.34
T4355	03/31/2017	GHX INDUSTRIAL, LLC	$	7,746.00
236305	03/31/2017	MOTION INDUSTRIES INC	$	7,712.87
235771	03/10/2017	PACE ANALYTICAL SERVICES,	$	7,692.00
235841	03/17/2017	ADVANCED WASTE MGMT SYSTE	$	7,578.55
235865	03/17/2017	CHENEY LIME & CEMENT CO.	$	7,538.37
235625	03/10/2017	ADECCO EMPLOYMENT SERVICE	$	7,288.88
235807	03/10/2017	TRACE ENVIRONMENTAL SYSTE	$	7,232.00
T4359	03/31/2017	SOUTHERN TIRE MART LLC	$	7,229.30
235866	03/17/2017	CITY OF PANAMA CITY UTILI	$	7,161.99
235588	03/03/2017	OFFICE OF THE STATE ATTOR	$	6,814.08
A004564	03/16/2017	MEXICO BEACH COMM DEV COU	$	6,757.38
235514	03/03/2017	ATKINS NORTH AMERICA, INC	$	6,641.61
235938	03/17/2017	NOVA ENGINEERING AND ENVI	$	6,399.00
236074	03/24/2017	GULF COAST ELECTRIC COOP.	$	6,260.38
235572	03/03/2017	CLERK OF CIRCUIT COURT	$	6,250.00
235683	03/10/2017	ENCYCLOPAEDIA BRITANNICA,	$	6,250.00
235677	03/10/2017	VENTUREDYNE LTD.	$	6,186.76
T4337	03/17/2017	SOUTHERN TIRE MART LLC	$	6,177.13
235548	03/03/2017	FEDERAL RESOURCES SUPPLY	$	6,100.00
236083	03/24/2017	INGRAM LIBRARY SERVICES	$	6,076.49
235884	03/17/2017	DMS-BUREAU OF FINANCIAL M	$	6,034.62
A004569	03/23/2017	PANAMA CITY COMMUNITY DEV	$	5,870.30
T4362	03/31/2017	UNITED LIGHTING & SUPPLY	$	5,798.00
236116	03/24/2017	POLYDYNE, INC	$	5,720.00
236098	03/24/2017	MARITECH MACHINE, INC.	$	5,689.46

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T4332	03/17/2017	EPM POWER & WATER SOLUTIO	$	5,650.42
E170750	03/17/2017	FL DEPT OF REVENUE	$	5,469.22
236232	03/31/2017	FERGUSON ENTERPRISES, INC	$	5,395.00
235510	03/03/2017	ADECCO EMPLOYMENT SERVICE	$	5,364.82
235617	03/03/2017	VBA DESIGN, INC.	$	5,200.00
236095	03/24/2017	MACK, IRA	$	5,150.00
236265	03/31/2017	INDUSTRIAL CHEMICALS, INC	$	5,129.49
235943	03/17/2017	PACE ANALYTICAL SERVICES,	$	5,047.00
236016	03/24/2017	CENTENNIAL ROOFING CORP.	$	4,980.00
236014	03/24/2017	CATO ENTERPRISES INC	$	4,796.60
235842	03/17/2017	AIRGAS EXCHANGE, LLC	$	4,775.00
236268	03/31/2017	J.V. GANDER DISTRIBUTORS	$	4,620.24
T4339	03/24/2017	ADAPCO INC	$	4,548.00
236106	03/24/2017	ODYSSEY MANUFACTURING CO.	$	4,545.00
236189	03/31/2017	BOUND TREE MEDICAL, LLC	$	4,513.10
235767	03/10/2017	ODYSSEY MANUFACTURING CO.	$	4,500.00
235902	03/17/2017	GULF COAST CHILDREN'S ADV	$	4,500.00
236131	03/24/2017	STEARNS, CONRAD & SCHMIDI	$	4,451.80
236216	03/31/2017	DLT SOLUTIONS, LLC	$	4,340.12
235580	03/03/2017	MERIAL, INC	$	4,338.00
235731	03/10/2017	INGRAM LIBRARY SERVICES	$	4,192.02
235712	03/10/2017	GOVCONNECTION, INC.	$	4,163.40
235720	03/10/2017	GULF CONSORTIUM	$	4,135.00
235983	03/24/2017	KIDD & COMPANY, INC	$	4,116.25
236003	03/24/2017	BAY COUNTY SCHOOL BOARD	$	4,095.21
235583	03/03/2017	MINUTEMAN SECURITY AGENCY	$	4,074.78
236200	03/31/2017	CHENEY LIME & CEMENT CO.	$	4,051.45
236159	03/31/2017	VISION SERVICE PLAN INSUR	$	3,983.14
235503	03/03/2017	NATIONAL INSURANCE SERVIC	$	3,907.49
235640	03/10/2017	BEL-MAC ROOFING INC	$	3,825.00
235554	03/03/2017	GLORIOUS CLEANING SERVICE	$	3,790.00
235913	03/17/2017	HERITAGE FUNERAL HOME	$	3,750.00
A004547	03/02/2017	MEXICO BEACH COMM DEV COU	$	3,747.65
235702	03/10/2017	BAY COUNTY SHERIFF	$	3,729.00
235864	03/17/2017	CHEMICAL ADDICTIONS RECOV	$	3,705.00
235800	03/10/2017	TECO PEOPLES GAS	$	3,590.30
236279	03/31/2017	LEITZ OFFICE PRODUCTS, IN	$	3,571.94
235666	03/10/2017	COQUI DISPOSAL SERVICES,	$	3,540.68
T4351	03/31/2017	AIRGAS USA, INC.	$	3,509.41
236175	03/31/2017	AWC, INC	$	3,488.55
236162	03/31/2017	A. PHELPS PETROLEUM OF NW	$	3,480.00
235558	03/03/2017	GULF COAST ELECTRIC COOP.	$	3,453.69
235928	03/17/2017	MATHEWS M.D., MARION J.	$	3,420.00

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235965	03/17/2017	TECO PEOPLES GAS	$ 3,413.00
235839	03/17/2017	ADECCO EMPLOYMENT SERVICE	$ 3,409.40
236064	03/24/2017	GALLS, LLC	$ 3,392.02
235687	03/10/2017	FEDERAL EXPRESS CORPORATI	$ 3,343.58
235650	03/10/2017	M & M PROPERTIES OF BAY C	$ 3,319.21
T4300	03/03/2017	ADAPCO INC	$ 3,308.40
T4316	03/10/2017	CINTAS CORPORATION #646	$ 3,299.82
235990	03/24/2017	ADVANCED FIRE PROTECTION	$ 3,261.25
235692	03/10/2017	FLACK & ASSOCIATES	$ 3,250.00
235907	03/17/2017	GULF POWER COMPANY	$ 3,234.27
235528	03/03/2017	CHENEY LIME & CEMENT CO.	$ 3,156.00
235585	03/03/2017	ODYSSEY MANUFACTURING CO.	$ 3,150.00
T4331	03/17/2017	CINTAS CORPORATION #646	$ 3,111.64
235995	03/24/2017	AMERIS BANK	$ 3,100.00
235531	03/03/2017	CITY OF PANAMA CITY BEACH	$ 3,090.00
235791	03/10/2017	SCOTT, JASON M.	$ 3,063.00
235586	03/03/2017	OFFICE DEPOT, INC.	$ 3,041.91
236077	03/24/2017	GULF POWER COMPANY	$ 3,009.65
235703	03/10/2017	FOUR SEASONS LANDSCAPING,	$ 3,000.00
236071	03/24/2017	GULF CO BOARD OF CO COMMI	$ 3,000.00
236259	03/31/2017	HERITAGE FUNERAL HOME	$ 3,000.00
T4326	03/10/2017	TRACTOR & EQUIPMENT CO	$ 2,988.47
235581	03/03/2017	METRO BOILER TUBE CO., IN	$ 2,977.00
235670	03/10/2017	DAG ARCHITECTS INC	$ 2,967.00
235501	03/03/2017	HY HOLDINGS INC	$ 2,952.00
236252	03/31/2017	GULF POWER COMPANY	$ 2,947.51
236028	03/24/2017	CITY OF PANAMA CITY	$ 2,900.00
235643	03/10/2017	BOUND TREE MEDICAL, LLC	$ 2,896.39
235986	03/24/2017	A. PHELPS PETROLEUM OF NW	$ 2,870.27
235505	03/03/2017	STANDARD INSURANCE COMPAN	$ 2,864.69
235911	03/17/2017	HALL SEPTIC TANK SERVICE,	$ 2,860.00
236341	03/31/2017	THOMSON REUTERS-WEST PAYM	$ 2,779.44
A24696	03/02/2017	FLSDU	$ 2,742.69
E27550	03/16/2017	FLSDU	$ 2,742.69
A004540	03/02/2017	PEBSCO PAYROLL PROCESSING	$ 2,678.00
A004559	03/16/2017	PEBSCO PAYROLL PROCESSING	$ 2,678.00
A004576	03/30/2017	PEBSCO PAYROLL PROCESSING	$ 2,667.99
235530	03/03/2017	CITY OF PANAMA CITY BEACH	$ 2,659.06
235715	03/10/2017	GULF ATLANTIC CULVERT COM	$ 2,650.60
235888	03/17/2017	FLORIDA BLUE	$ 2,643.20
T4305	03/03/2017	GE BETZ, INC.	$ 2,642.85
T4343	03/24/2017	GE BETZ, INC.	$ 2,642.85
236036	03/24/2017	CORR TECH INC	$ 2,626.50

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235780	03/10/2017	PRESS PRINT GRAPHICS LLC	$	2,624.00
235867	03/17/2017	COLLECTION BUREAU OF FT.	$	2,577.13
235950	03/17/2017	RELIABLE COPY PRODUCTS, I	$	2,555.20
235642	03/10/2017	BLAKE & PENDLETON, INC	$	2,539.00
235890	03/17/2017	FLORIDA BLUE	$	2,529.64
235939	03/17/2017	ODYSSEY MANUFACTURING CO.	$	2,502.00
235883	03/17/2017	DIGITAL ASSURANCE CERTIFI	$	2,500.00
236111	03/24/2017	PEADEN, LLC	$	2,486.00
T4353	03/31/2017	CINTAS CORPORATION #646	$	2,477.51
E27686	03/30/2017	FLSDU	$	2,461.84
E170316	03/17/2017	FL DEPT OF REVENUE	$	2,439.09
235555	03/03/2017	GRAINGER	$	2,434.94
T4349	03/24/2017	THYSSENKRUPP ELEVATOR	$	2,405.44
235895	03/17/2017	FOUR STAR FREIGHTLINER, I	$	2,354.51
235522	03/03/2017	BOWSTERN LLC	$	2,350.00
236190	03/31/2017	BOWSTERN LLC	$	2,350.00
235891	03/17/2017	FLORIDA COMBINED LIFE INS	$	2,290.28
235570	03/03/2017	KENT FOREST LAWN FUNERAL	$	2,250.00
236085	03/24/2017	KENT FOREST LAWN FUNERAL	$	2,250.00
T4310	03/03/2017	SOUTHERN TIRE MART LLC	$	2,231.78
236108	03/24/2017	OPERATION SPAY BAY, INC.	$	2,210.00
T4342	03/24/2017	CINTAS CORPORATION #646	$	2,207.36
235590	03/03/2017	OPERATION SPAY BAY, INC.	$	2,205.00
236168	03/31/2017	ALTECH ENVIRONMENT USA CO	$	2,202.88
236035	03/24/2017	COGGINS INSURANCE AGENCY	$	2,139.00
T4341	03/24/2017	BEARD EQUIPMENT CO.	$	2,098.64
235624	03/03/2017	ZOETIS HOLDINGS LLC	$	2,057.54
T4358	03/31/2017	PREFERRED MATERIALS, INC	$	2,057.00
235679	03/10/2017	DMS-BUREAU OF FINANCIAL M	$	2,053.13
235722	03/10/2017	GULF POWER COMPANY	$	2,050.20
235573	03/03/2017	LANIER MUNICIPAL SUPPLY C	$	2,050.00
235674	03/10/2017	DAVISON FUELS INC	$	2,009.95
235596	03/03/2017	RELIABLE COPY PRODUCTS, I	$	2,008.93
236197	03/31/2017	CATO ENTERPRISES INC	$	2,007.09
235723	03/10/2017	HUNTER, KIM	$	2,000.00
235812	03/10/2017	VBA DESIGN, INC.	$	2,000.00
235778	03/10/2017	PITNEY BOWES GLOBAL FINAN	$	1,983.00
236135	03/24/2017	TAYLOR POWER SYSTEMS	$	1,962.84
T4327	03/17/2017	ADAPCO INC	$	1,950.00
235630	03/10/2017	AMERIGAS - PANAMA CITY	$	1,936.72
236066	03/24/2017	GOLDER ASSOCIATES, INC	$	1,926.00
T4323	03/10/2017	SONITROL OF TALLAHASSEE,	$	1,911.09
235646	03/10/2017	C.W. ROBERTS CONTRACTING,	$	1,879.52

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236148	03/31/2017	AFLAC	$	1,834.57
236039	03/24/2017	DAVIS OIL CO., INC	$	1,819.46
235744	03/10/2017	LOCKARD & WILLIAMS INSURA	$	1,815.88
236067	03/24/2017	GRAINGER	$	1,814.51
235920	03/17/2017	KECKLER, DEIDRE	$	1,800.00
236092	03/24/2017	LOCKARD & WILLIAMS INSURA	$	1,794.15
235962	03/17/2017	SYNOVIA SOLUTIONS LLC	$	1,767.19
235623	03/03/2017	WOW!	$	1,766.19
236176	03/31/2017	AXIS FORENSIC TOXICOLOGY,	$	1,765.00
235579	03/03/2017	THE MEDICAL PROTECTIVE CO	$	1,739.00
235515	03/03/2017	AXIS FORENSIC TOXICOLOGY,	$	1,720.00
A004541	03/02/2017	VALIC	$	1,717.00
A004560	03/16/2017	VALIC	$	1,717.00
A004577	03/30/2017	VALIC	$	1,717.00
T4352	03/31/2017	BEARD EQUIPMENT CO.	$	1,704.56
236143	03/24/2017	WEST SAFETY SOLUTIONS COR	$	1,700.00
236154	03/31/2017	LIBERTY NATIONAL LIFE	$	1,686.51
236112	03/24/2017	PENSACOLA RUBBER & GASKET	$	1,667.24
236271	03/31/2017	KECKLER, DEIDRE	$	1,665.00
236031	03/24/2017	COASTAL EMERGENCY RESTORA	$	1,654.00
235512	03/03/2017	AMERIGAS - PANAMA CITY	$	1,651.59
235698	03/10/2017	FLORIDA HANDLING SYSTEMS	$	1,632.50
235600	03/03/2017	SAFARI MICRO INC	$	1,629.00
235776	03/10/2017	PHYSIO-CONTROL, INC	$	1,626.00
235569	03/03/2017	KECKLER, DEIDRE	$	1,620.00
236020	03/24/2017	CITY OF LYNN HAVEN	$	1,608.05
236254	03/31/2017	CA FLORIDA HOLDINGS INC.	$	1,603.75
235614	03/03/2017	TRILLIUM SOLUTIONS INC	$	1,600.00
235564	03/03/2017	INDUSTRIAL CHEMICALS, INC	$	1,568.05
235772	03/10/2017	VADELL, JAMIEL	$	1,560.00
235941	03/17/2017	OPERATION SPAY BAY, INC.	$	1,555.00
235855	03/17/2017	BOUND TREE MEDICAL, LLC	$	1,544.85
235947	03/17/2017	PITNEY BOWES PURCHASE POW	$	1,537.08
T4304	03/03/2017	CINTAS CORPORATION #646	$	1,529.86
235726	03/10/2017	HD SUPPLY WHITE CAP CONST	$	1,529.60
236207	03/31/2017	CPH, INC.	$	1,522.85
235847	03/17/2017	AT&T	$	1,509.23
235563	03/03/2017	HERITAGE FUNERAL HOME	$	1,500.00
235655	03/10/2017	CITY OF LYNN HAVEN	$	1,499.92
236167	03/31/2017	AETNA LIFE INSURANCE	$	1,485.31
T4361	03/31/2017	TRACTOR & EQUIPMENT CO	$	1,470.74
235688	03/10/2017	MOBILE COMMUNICATIONS OF	$	1,446.50
236358	03/31/2017	ZOETIS HOLDINGS LLC	$	1,439.25

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236213	03/31/2017	DAVIS OIL CO., INC	$ 1,438.57
236300	03/31/2017	MILLER, STEPHEN W	$ 1,401.33
235765	03/10/2017	NIMASHK PROPERTIES, LLC	$ 1,400.00
236105	03/24/2017	NIMASHK PROPERTIES, LLC	$ 1,400.00
236278	03/31/2017	LE CHALET CAMPER SALES, I	$ 1,395.00
235802	03/10/2017	THE APPLIANCE CENTER	$ 1,380.00
235927	03/17/2017	MARSH USA INC	$ 1,379.93
235992	03/24/2017	ALLON SERVICES LLC	$ 1,365.00
236140	03/24/2017	VERIZON WIRELESS	$ 1,364.96
236354	03/31/2017	WILCOX, JAMES	$ 1,364.49
236078	03/24/2017	HACH COMPANY	$ 1,356.49
T4320	03/10/2017	NAFECO, INC.	$ 1,355.08
236102	03/24/2017	NATIONAL FIRE CODES	$ 1,345.50
236211	03/31/2017	FOXSTER SOLUTIONS, INC	$ 1,325.00
235887	03/17/2017	FASTENAL COMPANY	$ 1,309.07
236238	03/31/2017	FLUID POWER SALES, INC.	$ 1,304.19
235968	03/17/2017	THAT BOOT STORE	$ 1,300.55
235532	03/03/2017	CITY OF PANAMA CITY UTILI	$ 1,295.83
235768	03/10/2017	OFFICE DEPOT, INC.	$ 1,280.38
236186	03/31/2017	BEASLEY, ROGER	$ 1,279.71
236356	03/31/2017	WOW!	$ 1,272.47
236196	03/31/2017	C.W. ROBERTS CONTRACTING,	$ 1,271.60
236109	03/24/2017	PANHANDLE KEY & SAFE, INC	$ 1,257.37
236021	03/24/2017	CITY OF MEXICO BEACH	$ 1,250.00
236172	03/31/2017	ASSEMBLIES OF GOD	$ 1,249.98
235633	03/10/2017	B & H PHOTO-VIDEO-PRO AUD	$ 1,233.95
235735	03/10/2017	KEY ELECTRICAL SUPPLIES I	$ 1,224.76
T4336	03/17/2017	PREFERRED MATERIALS, INC	$ 1,222.60
235803	03/10/2017	THE ELISE L. WILSON TRUST	$ 1,218.90
235892	03/17/2017	FLORIDA DEPT OF HEALTH	$ 1,216.95
235741	03/10/2017	LEAF	$ 1,202.20
235680	03/10/2017	DRUG FREE WORKPLACES, INC	$ 1,184.00
235710	03/10/2017	GINN, JOEY	$ 1,177.49
235724	03/10/2017	CA FLORIDA HOLDINGS INC.	$ 1,159.96
235946	03/17/2017	PETTIS, FRANCIS	$ 1,151.33
235775	03/10/2017	PERRY & YOUNG, P.A.	$ 1,139.45
A004542	03/02/2017	ICMA RETIREMENT CORPORATI	$ 1,137.86
A004561	03/16/2017	ICMA RETIREMENT CORPORATI	$ 1,137.86
A004578	03/30/2017	ICMA RETIREMENT CORPORATI	$ 1,137.86
235994	03/24/2017	AMERIGAS - PANAMA CITY	$ 1,135.22
T4340	03/24/2017	AIRGAS USA, INC.	$ 1,132.81
235959	03/17/2017	SUNNY COMMUNICATIONS, INC	$ 1,125.00
236005	03/24/2017	BAY LINCOLN-MERCURY-DODGE	$ 1,091.25

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A004570	03/23/2017	MEXICO BEACH COMM DEV COU	$	1,064.12
236101	03/24/2017	NATIONAL ELECTRIC MOTOR &	$	1,057.88
235923	03/17/2017	LOOMIS, FARGO & CO.	$	1,040.87
235541	03/03/2017	DISCOUNT MATTRESS OF PANA	$	1,040.00
236215	03/31/2017	DISCOUNT MATTRESS OF PANA	$	1,040.00
236236	03/31/2017	FLORIDA BLUE	$	1,039.64
235799	03/10/2017	TECHNICAL DIAGNOSTIC SERV	$	1,033.60
236059	03/24/2017	FORTILINE, INC	$	1,026.64
236136	03/24/2017	TECHNICAL DIAGNOSTIC SERV	$	1,021.65
T4357	03/31/2017	MENARDI, LLC	$	1,000.00
235638	03/10/2017	BAYSOLUTIONS, INC.	$	1,000.00
235671	03/10/2017	DANA SAFETY SUPPLY, INC	$	999.80
235790	03/10/2017	SANSOM, JAMES L.	$	997.50
T4348	03/24/2017	STEWART & STEVENSON LLC	$	995.46
236133	03/24/2017	SUPREME PAPER SUPPLIES	$	993.90
235906	03/17/2017	GULF POWER COMPANY	$	991.00
236250	03/31/2017	GULF COAST REG MEDICAL CE	$	982.26
235706	03/10/2017	GAYESKI, HARMONY	$	973.44
235565	03/03/2017	INFINITE ENERGY	$	967.29
235770	03/10/2017	OVERDRIVE, INC	$	959.48
236201	03/31/2017	CITY OF PANAMA CITY UTILI	$	959.40
236179	03/31/2017	BAY FENCE & SERVICES	$	952.50
235804	03/10/2017	THOMSON REUTERS-WEST PAYM	$	946.26
236307	03/31/2017	ONE BEAT CPR LEARNING CEN	$	940.00
235708	03/10/2017	GEORGIA FIRE & RESCUE SUP	$	930.76
235675	03/10/2017	DEADY P.A., ERIN L.	$	925.00
T4347	03/24/2017	SOUTHERN TIRE MART LLC	$	922.78
236006	03/24/2017	BAY MEDICAL SACRED HEART	$	917.37
236212	03/31/2017	D R HORTON INC	$	913.80
236165	03/31/2017	ADAMS EQUIPMENT CO., INC.	$	912.63
236045	03/24/2017	DUKE ENERGY	$	909.49
235728	03/10/2017	HOLLEY, INC.	$	907.05
236053	03/24/2017	FIRST AMERICAN TITLE INSU	$	900.00
236253	03/31/2017	GURNSEY, MATTHEW	$	900.00
235868	03/17/2017	COMCAST CABLEVISION	$	883.52
235535	03/03/2017	CRH AUTO REPAIR INC	$	879.97
235849	03/17/2017	B & H PHOTO-VIDEO-PRO AUD	$	879.00
236004	03/24/2017	BAY FENCE & SERVICES	$	853.05
235616	03/03/2017	UNDERWOOD, JOHN	$	850.00
236306	03/31/2017	OFFICE DEPOT, INC.	$	847.76
236114	03/24/2017	PHOENIX KITCHENS AND FLOO	$	845.00
235686	03/10/2017	FAIRPOINT COMMUNICATIONS	$	842.41
236049	03/24/2017	FAIRPOINT COMMUNICATIONS	$	841.11

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T4301	03/03/2017	AIRGAS USA, INC.	$ 837.96
235988	03/24/2017	ADECCO EMPLOYMENT SERVICE	$ 830.00
235725	03/10/2017	HARRIS SECURITY SYSTEMS,	$ 827.40
235960	03/17/2017	SUNSHINE STATE ONE CALL O	$ 823.17
T4322	03/10/2017	SMITH INDUSTRIAL SERVICE	$ 820.00
235974	03/17/2017	UNITED SELF INSURED SERVI	$ 812.50
235746	03/10/2017	LOOMIS, FARGO & CO.	$ 811.68
T4312	03/03/2017	YESCO SCAFFOLDING LLC	$ 800.00
235519	03/03/2017	BELL, MD MICHAEL	$ 800.00
235908	03/17/2017	HUNTER, KIM	$ 800.00
236093	03/24/2017	M & R HAWKINS, INC	$ 800.00
235553	03/03/2017	GENERAL KINEMATICS CORPOR	$ 785.74
235880	03/17/2017	DAVIS OIL CO., INC	$ 782.10
EB0232	03/30/2017	MASS MUTUAL	$ 780.00
EIB0601	03/02/2017	MASS MUTUAL	$ 780.00
EIB0740	03/16/2017	MASS MUTUAL	$ 780.00
235774	03/10/2017	PEADEN, LLC	$ 778.00
235653	03/10/2017	CIGNA HEALTH INS	$ 777.40
236346	03/31/2017	UNITED HEALTHCARE INSURAN	$ 772.53
236065	03/24/2017	GENERAL KINEMATICS CORPOR	$ 769.84
235556	03/03/2017	GSC SYSTEMS, INC.	$ 766.00
235748	03/10/2017	MACHRISTE, INC	$ 750.00
236001	03/24/2017	BAY CO COUNCIL ON AGING,	$ 750.00
236094	03/24/2017	MACHRISTE, INC	$ 750.00
235571	03/03/2017	CLERK OF CIRCUIT COURT	$ 746.61
235536	03/03/2017	CRITTER CARE LLC	$ 741.50
235985	03/24/2017	A ABLE ELECTRIC INC	$ 734.00
235796	03/10/2017	SPRINT	$ 733.01
235997	03/24/2017	AT&T	$ 731.25
235729	03/10/2017	IBS OF TALLAHASSEE	$ 721.83
236296	03/31/2017	MHBP FEDERAL EMPLOY HEALT	$ 717.50
235661	03/10/2017	COFFMAN INTERNATIONAL, IN	$ 714.50
235537	03/03/2017	CROWN HEALTH CARE LAUNDRY	$ 703.70
236245	03/31/2017	GRAINGER	$ 701.98
235940	03/17/2017	OFFICE DEPOT, INC.	$ 700.85
236050	03/24/2017	FARIES, SHEILA	$ 699.75
236264	03/31/2017	HUGHES, LAURIE	$ 693.19
T4354	03/31/2017	GE BETZ, INC.	$ 690.70
235998	03/24/2017	AUTOZONE INC	$ 672.27
236051	03/24/2017	FASTENAL COMPANY	$ 655.00
236082	03/24/2017	INFINITE ENERGY	$ 649.24
235696	03/10/2017	FLORIDA BLUE	$ 645.38
235699	03/10/2017	FLORIDA HOSE & RUBBER, LL	$ 645.21

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T4325	03/10/2017	THOMPSON TRACTOR CO INC	$ 643.54
236337	03/31/2017	TEK DISTRIBUTORS, INC.	$ 642.71
235502	03/03/2017	KENTUCKY CHILD SUPPORT EN	$ 641.12
235833	03/17/2017	KENTUCKY CHILD SUPPORT EN	$ 641.12
236153	03/31/2017	KENTUCKY CHILD SUPPORT EN	$ 641.12
236121	03/24/2017	REPORTING SYSTEMS, INC	$ 637.66
235566	03/03/2017	INGRAM LIBRARY SERVICES	$ 634.80
235651	03/10/2017	CDW GOVERNMENT, INC.	$ 630.30
236080	03/24/2017	HBM INC.	$ 629.18
T4321	03/10/2017	PREFERRED MATERIALS, INC	$ 624.75
T4309	03/03/2017	SONITROL OF TALLAHASSEE,	$ 621.50
235909	03/17/2017	CA FLORIDA HOLDINGS INC.	$ 617.36
235981	03/17/2017	XEROX CORPORATION	$ 601.60
235937	03/17/2017	NORTH FLORIDA SAFETY COUN	$ 600.00
236284	03/31/2017	MARITECH MACHINE, INC.	$ 600.00
235667	03/10/2017	CRI TECHNOLOGY SOLUTIONS,	$ 597.50
236029	03/24/2017	CITY OF PANAMA CITY BEACH	$ 595.20
235659	03/10/2017	CLEARSTAR, INC.	$ 573.70
235592	03/03/2017	PIPING & EQUIPMENT, INC.	$ 567.80
T4308	03/03/2017	NAFECO, INC.	$ 560.27
235753	03/10/2017	MCCALL SOD FARM	$ 560.00
235577	03/03/2017	MCMASTER-CARR SUPPLY COMP	$ 556.35
236132	03/24/2017	SUMMIT MOVERS INC	$ 550.00
236086	03/24/2017	KEY ELECTRICAL SUPPLIES I	$ 548.06
235859	03/17/2017	C.W. ROBERTS CONTRACTING,	$ 546.04
236090	03/24/2017	LEE, BILL	$ 525.00
236313	03/31/2017	PLYMOUTH ROCKET, INC	$ 525.00
236243	03/31/2017	GALLS, LLC	$ 518.62
235582	03/03/2017	MICROMARKETING LLC	$ 501.95
236127	03/24/2017	SOUTHERN CLEANING SUPPLY	$ 497.88
235621	03/03/2017	WHITTAKER ELECTRIC INC	$ 497.00
235961	03/17/2017	SWAGIT PRODUCTIONS, LLC	$ 495.00
235736	03/10/2017	KIEFFER, STEVE	$ 489.88
236234	03/31/2017	FLORIDA BLUE	$ 488.22
235761	03/10/2017	MILLER, CURTIS F.	$ 486.67
T4324	03/10/2017	SOUTHERN TIRE MART LLC	$ 481.00
235951	03/17/2017	RELX INC DBA LEXISNEXIS	$ 479.98
235877	03/17/2017	CROWN HEALTH CARE LAUNDRY	$ 478.90
235598	03/03/2017	ROADRUNNER PHARMACY, INC.	$ 477.95
235601	03/03/2017	SAM'S CLUB DIRECT	$ 475.71
235737	03/10/2017	CLERK OF CIRCUIT COURT	$ 467.00
235695	03/10/2017	FLORIDA BLUE	$ 466.50
235619	03/03/2017	WELLS FARGO FINANCIAL, IN	$ 465.86

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235897	03/17/2017	GALLS, LLC	$ 464.61
235546	03/03/2017	FAIRPOINT COMMUNICATIONS	$ 461.46
235788	03/10/2017	SAFETY-KLEEN SYSTEMS, INC	$ 455.60
236230	03/31/2017	FAIRPOINT COMMUNICATIONS	$ 455.14
235751	03/10/2017	MATHEWS M.D., MARION J.	$ 455.00
235848	03/17/2017	AUSLEY & MCMULLEN, P.A.	$ 453.00
235626	03/10/2017	ADHAL, ACILLE	$ 452.02
235745	03/10/2017	MEER, KENNETH L.	$ 450.00
235926	03/17/2017	MARITECH MACHINE, INC.	$ 450.00
236103	03/24/2017	NATIONAL FIRE PROTECTION	$ 445.00
236081	03/24/2017	BUTLER ANIMAL HEALTH HOLD	$ 441.42
235526	03/03/2017	CAVENDISH SQUARE PUBLISHI	$ 435.30
235647	03/10/2017	INDEPENDENT CLINICAL LAB.	$ 434.00
235784	03/10/2017	RELIABLE COPY PRODUCTS, I	$ 431.05
235591	03/03/2017	PENN VETERINARY SUPPLY, I	$ 430.72
235654	03/10/2017	CITY OF CALLAWAY	$ 420.95
235756	03/10/2017	MEDICARE SECONDARY PAYER	$ 418.14
235863	03/17/2017	CDW GOVERNMENT, INC.	$ 417.96
A004554	03/09/2017	EPORTAL FILING	$ 415.00
236173	03/31/2017	AT&T	$ 408.62
235822	03/10/2017	XEROX CORPORATION	$ 406.71
236044	03/24/2017	DEWBERRY ENGINEERS INC	$ 405.00
T4333	03/17/2017	GE BETZ, INC.	$ 402.13
235815	03/10/2017	WALBORSKY & BRADLEY, PLLC	$ 400.76
235701	03/10/2017	FORD, CONSSANDRA GAIL	$ 400.00
236239	03/31/2017	FORD, CONSSANDRA GAIL	$ 400.00
235999	03/24/2017	BAKER, DONELSON, BEARMAN,	$ 396.50
236291	03/31/2017	MEDICARE PART-B/FIRST COA	$ 392.42
236333	03/31/2017	STUART C. IRBY COMPANY	$ 391.90
235500	03/03/2017	HART, LEIGH D - ESQUIRE	$ 390.00
235832	03/17/2017	HART, LEIGH D - ESQUIRE	$ 390.00
236152	03/31/2017	HART, LEIGH D - ESQUIRE	$ 390.00
235506	03/03/2017	TENNESSEE CHILD SUPPORT	$ 387.00
235835	03/17/2017	TENNESSEE CHILD SUPPORT	$ 387.00
236156	03/31/2017	TENNESSEE CHILD SUPPORT	$ 387.00
235779	03/10/2017	PITNEY BOWES GLOBAL FINAN	$ 387.00
235627	03/10/2017	AETNA LIFE INSURANCE	$ 385.73
236037	03/24/2017	WATERCO OF THE CENTRAL ST	$ 381.00
235783	03/10/2017	RECORDED BOOKS INC.	$ 380.11
236292	03/31/2017	MEDICARE SECONDARY PAYER	$ 376.16
T4335	03/17/2017	MSC INDUSTRIAL SUPPLY CO.	$ 375.00
236055	03/24/2017	FL ASSN OF COUNTY ATTORNE	$ 375.00
236125	03/24/2017	SIGHTLINE CREATIVE, INC.	$ 375.00

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235747	03/10/2017	LYNCH, JIMMY	$ 374.85
236294	03/31/2017	MELLON	$ 371.88
236129	03/24/2017	SPECIALTIES, INC	$ 370.41
235945	03/17/2017	PAUL SIMS CONSTRUCTION	$ 370.06
236240	03/31/2017	BAY COUNTY SHERIFF	$ 369.60
236100	03/24/2017	MOTION INDUSTRIES INC	$ 368.13
236344	03/31/2017	UNITED HEALTHCARE INSURAN	$ 363.03
T4346	03/24/2017	NAFECO, INC.	$ 361.00
236097	03/24/2017	MAD HATTER TOTAL CAR CARE	$ 352.01
236075	03/24/2017	GULF COAST TREE SPECIALIS	$ 350.00
236011	03/24/2017	BERUBE, CHELSEA	$ 345.50
235930	03/17/2017	MEDIACOM	$ 345.33
235669	03/10/2017	CULLIGAN WATER SERVICES	$ 345.00
236096	03/24/2017	MACLEAN, MARC	$ 342.87
235955	03/17/2017	SIGHTLINE CREATIVE, INC.	$ 340.00
236139	03/24/2017	STEWART, ANN H	$ 336.87
235836	03/17/2017	US DEPT OF EDUCATION	$ 335.40
235873	03/17/2017	COPY PRODUCTS COMPANY	$ 333.50
235810	03/10/2017	UNITED HEALTHCARE MEDICAR	$ 327.47
235898	03/17/2017	GARETH STEVENS PUBLISHING	$ 327.27
235976	03/17/2017	UPTON REFRIGERATION SALES	$ 325.00
235929	03/17/2017	MCCALL SOD FARM	$ 320.00
236257	03/31/2017	HD SUPPLY WHITE CAP CONST	$ 310.25
235693	03/10/2017	FLORIDA BLUE	$ 306.27
235949	03/17/2017	RECORDED BOOKS INC.	$ 301.48
235609	03/03/2017	TECHNICAL DIAGNOSTIC SERV	$ 300.80
235935	03/17/2017	MULLER, JAMES	$ 300.72
235597	03/03/2017	RELIABLE PHARMACEUTICAL R	$ 300.00
235762	03/10/2017	MINNICK, MARY L	$ 300.00
T4313	03/10/2017	AIRGAS USA, INC.	$ 296.97
235668	03/10/2017	WATERCO OF THE CENTRAL ST	$ 296.77
235854	03/17/2017	BLACKSTONE AUDIO, INC	$ 293.60
236235	03/31/2017	FLORIDA BLUE	$ 291.07
235593	03/03/2017	POWELL, BROOKE	$ 284.75
235545	03/03/2017	ENVIROMED OF BAY COUNTY,	$ 280.00
235878	03/17/2017	WATERCO OF THE CENTRAL ST	$ 278.00
235957	03/17/2017	SPRINT	$ 276.42
235656	03/10/2017	CITY OF PANAMA CITY BEACH	$ 275.36
235933	03/17/2017	MOTION INDUSTRIES INC	$ 271.20
235660	03/10/2017	COASTAL COMMUNICATIONS	$ 270.00
235551	03/03/2017	GALLS, LLC	$ 266.92
235813	03/10/2017	VERIZON WIRELESS	$ 262.29
236015	03/24/2017	CDW GOVERNMENT, INC.	$ 261.18

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235996	03/24/2017	APPLIED INDUSTRIAL TECH-D	$ 260.28
235567	03/03/2017	INHOUSE INK, INC	$ 259.50
235538	03/03/2017	WATERCO OF THE CENTRAL ST	$ 255.00
T4306	03/03/2017	GHX INDUSTRIAL, LLC	$ 253.50
236233	03/31/2017	FILM IDEAS, INC	$ 252.65
235620	03/03/2017	WHITE'S WRECKER SERVICE,	$ 250.00
235690	03/10/2017	FL DEPT OF ENVIRONMENTAL	$ 250.00
235793	03/10/2017	SIEMENS INDUSTRY INC	$ 250.00
236056	03/24/2017	FL DEPT OF ENVIRONMENTAL	$ 250.00
236208	03/31/2017	CRI TECHNOLOGY SOLUTIONS,	$ 250.00
236057	03/24/2017	FLORIDA PUBLIC UTILITIES	$ 249.73
235697	03/10/2017	FLORIDA BLUE	$ 244.41
235773	03/10/2017	PARKWAY STORAGE INC.	$ 244.00
235852	03/17/2017	BAY COUNTY HEALTH DEPARTM	$ 242.97
236209	03/31/2017	CRITTER CARE LLC	$ 241.20
235993	03/24/2017	AMERICAN SCREENING L.L.C.	$ 240.00
235843	03/17/2017	ALERE TOXICOLOGY SERVICES	$ 239.40
235851	03/17/2017	PCB PELICAN CORP	$ 239.25
235979	03/17/2017	WHITE'S WRECKER SERVICE,	$ 237.30
235719	03/10/2017	GULF COAST REG MEDICAL CE	$ 236.47
235644	03/10/2017	BROCK LAWN AND PEST CONTR	$ 236.00
236169	03/31/2017	ANDERSON COLUMBIA-FAPCO D	$ 235.20
235634	03/10/2017	BARRY'S BATTERY WAREHOUSE	$ 235.14
235934	03/17/2017	MOWREY ELEVATOR CO OF FLA	$ 232.86
236210	03/31/2017	CROWN HEALTH CARE LAUNDRY	$ 232.40
235610	03/03/2017	TECO PEOPLES GAS	$ 231.22
236345	03/31/2017	UNITED HEALTHCARE INSURAN	$ 230.97
235782	03/10/2017	QUILL CORPORATION	$ 230.91
235924	03/17/2017	MAD HATTER TOTAL CAR CARE	$ 227.85
236227	03/31/2017	ERA NEUBAUER REAL ESTATE	$ 227.81
235875	03/17/2017	COVINGTON HEAVY DUTY PART	$ 227.60
T4315	03/10/2017	BOYD CONSTRUCTION SPECIAL	$ 224.00
235931	03/17/2017	MICROMARKETING LLC	$ 220.77
236267	03/31/2017	INGRAM LIBRARY SERVICES	$ 220.51
236010	03/24/2017	BENNETT P.A., DERRICK	$ 220.00
236089	03/24/2017	LEAF	$ 218.46
236290	03/31/2017	MEDIACOM	$ 217.88
236124	03/24/2017	SAFETY-KLEEN SYSTEMS, INC	$ 215.55
235578	03/03/2017	MEDIACOM	$ 215.38
235513	03/03/2017	AT&T	$ 214.62
235808	03/10/2017	UNITED HEALTHCARE INSURAN	$ 212.95
235517	03/03/2017	PCB PELICAN CORP	$ 212.00
235978	03/17/2017	VISION SERVICE PLAN INSUR	$ 211.15

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235524	03/03/2017	BROCK LAWN AND PEST CONTR	$ 211.00
235857	03/17/2017	BROCK LAWN AND PEST CONTR	$ 211.00
235896	03/17/2017	FRAMED PICTURE OUTLET	$ 210.28
235497	03/03/2017	CLERK OF COURT-ANDERSON C	$ 210.00
235831	03/17/2017	CLERK OF COURT-ANDERSON C	$ 210.00
236150	03/31/2017	CLERK OF COURT-ANDERSON C	$ 210.00
235885	03/17/2017	DON MILLER CONSTRUCTION,	$ 208.58
236120	03/24/2017	RELIABLE COPY PRODUCTS, I	$ 206.19
T4328	03/17/2017	AIRGAS USA, INC.	$ 200.82
236329	03/31/2017	SOUTHEAST CONSULTANTS & A	$ 200.00
T4360	03/31/2017	THE LIBRARY CORPORATION	$ 199.00
235921	03/17/2017	CLERK OF CIRCUIT COURT	$ 196.45
236219	03/31/2017	DREDGING SUPPLY COMPANY,	$ 194.11
236164	03/31/2017	ABDO-SPOTLIGHT-MAGIC WAGO	$ 193.05
235982	03/17/2017	ZEE COMPANY, INC.	$ 192.00
235901	03/17/2017	GAC CONTRACTORS, INC	$ 190.96
235507	03/03/2017	7G ENVIRONMENTAL COMPLIAN	$ 190.00
235984	03/24/2017	7G ENVIRONMENTAL COMPLIAN	$ 190.00
236224	03/31/2017	EMS MANAGEMENT LLC	$ 190.00
236314	03/31/2017	PRESTIGE HEALTH CHOICE	$ 190.00
236349	03/31/2017	WELLCARE OF FLORIDA, INC	$ 190.00
235525	03/03/2017	BRYANT, KEITH C.	$ 189.01
235685	03/10/2017	ENVIROMED OF BAY COUNTY,	$ 187.00
235801	03/10/2017	TEN-8 FIRE EQUIPMENT, INC	$ 186.58
235787	03/10/2017	SAFETY PRODUCTS, INC.	$ 181.09
235809	03/10/2017	UNITED HEALTHCARE MEDICAR	$ 179.92
235636	03/10/2017	BAY MEDICAL CTR-SACRED HE	$ 178.35
236285	03/31/2017	MATHIAS, MICHAEL	$ 175.53
236171	03/31/2017	ARMSTRONG UPHOLSTERY	$ 175.00
E031017	03/10/2017	FIRST DATA GLOBAL LEASING	$ 172.16
235527	03/03/2017	CENTER POINT LARGE PRINT	$ 171.96
236113	03/24/2017	BAY COUNTY TAX COLLECTOR	$ 171.21
236318	03/31/2017	RICHARD CARLTON CONSULTIN	$ 168.75
235786	03/10/2017	S & S WORLDWIDE, INC.	$ 168.41
235882	03/17/2017	DEVITA, JUDITH	$ 168.16
236226	03/31/2017	ENVIROMED OF BAY COUNTY,	$ 168.00
236158	03/31/2017	US DEPT OF EDUCATION	$ 167.70
235752	03/10/2017	MATTHEW BENDER & COMPANY	$ 167.22
236332	03/31/2017	STILL, CHARLES	$ 166.31
236061	03/24/2017	GALE/CENGAGE LEARNING	$ 166.29
236030	03/24/2017	CITY OF PORT ST. JOE	$ 165.98
236293	03/31/2017	MEDTECH FORENSICS, INC.	$ 164.00
235755	03/10/2017	MEDICARE SECONDARY PAYER	$ 162.96

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235534	03/03/2017	COMCAST CABLEVISION	$ 160.90
236204	03/31/2017	COMCAST CABLEVISION	$ 160.90
235637	03/10/2017	BAY PEST CONTROL, INC.	$ 160.78
236157	03/31/2017	UNITED WAY OF NORTHWEST F	$ 160.36
235676	03/10/2017	DEXTER, MARC	$ 160.00
235711	03/10/2017	GOODWIN, JOHN F	$ 160.00
235754	03/10/2017	MCDANIEL, TINA	$ 160.00
235757	03/10/2017	METCALF, DAVID	$ 160.00
235789	03/10/2017	SAMMONS, CHRISTOPHER R.	$ 160.00
236214	03/31/2017	DEXTER, MARC	$ 160.00
236244	03/31/2017	GOODWIN, JOHN F	$ 160.00
236286	03/31/2017	MCCALL SOD FARM	$ 160.00
236289	03/31/2017	MCDANIEL, TINA	$ 160.00
236295	03/31/2017	METCALF, DAVID	$ 160.00
236323	03/31/2017	SAMMONS, CHRISTOPHER R.	$ 160.00
235814	03/10/2017	VIDEO AIDED INSTRUCTION I	$ 159.90
236184	03/31/2017	BAY RADIOLOGY WOMENS IMAG	$ 157.44
236180	03/31/2017	BAY MEDICAL SACRED HEART	$ 156.21
236192	03/31/2017	BROCK LAWN AND PEST CONTR	$ 155.00
236270	03/31/2017	K & K PRECISION MANUFACTU	$ 153.58
235860	03/17/2017	CANON FINANCIAL SVCS, INC	$ 153.20
235543	03/03/2017	EDDINS, BRIAN	$ 150.00
236339	03/31/2017	THE STATE OF FLORIDA	$ 150.00
236142	03/24/2017	WELLS FARGO VENDOR FIN SE	$ 149.92
235682	03/10/2017	EMERALD COAST ANSWERPHONE	$ 148.57
236146	03/24/2017	ZOETIS HOLDINGS LLC	$ 147.00
235758	03/10/2017	MICROMARKETING LLC	$ 146.36
236123	03/24/2017	SAFETY PRODUCTS, INC.	$ 146.25
235853	03/17/2017	BAY PEST CONTROL, INC.	$ 145.00
235713	03/10/2017	GRAINGER	$ 144.28
236347	03/31/2017	UNITED PARCEL SERVICE	$ 144.01
236260	03/31/2017	HIDDEN RIDGE GROUP LLC	$ 142.24
236298	03/31/2017	MIDWEST TAPE	$ 140.93
235916	03/17/2017	HOLLEY, INC.	$ 139.50
236258	03/31/2017	HEARIN, JENNIFER LEIGH BR	$ 138.01
236280	03/31/2017	LERNER UNIVERSAL CORPORAT	$ 137.94
235632	03/10/2017	AT&T	$ 135.81
235805	03/10/2017	THREADED FASTENERS, INC.	$ 135.50
235574	03/03/2017	LEITZ OFFICE PRODUCTS, IN	$ 135.00
235673	03/10/2017	DAVIS EXTERMINATORS, INC.	$ 135.00
236149	03/31/2017	AMERICAN HERITAGE LIFE IN	$ 133.77
236087	03/24/2017	CLERK OF CIRCUIT COURT	$ 133.51
236202	03/31/2017	CITY OF PARKER	$ 130.72

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235529	03/03/2017	CITY OF LYNN HAVEN	$ 130.56
235552	03/03/2017	GARETH STEVENS PUBLISHING	$ 130.47
236038	03/24/2017	CULLIGAN WATER SERVICES	$ 128.75
235539	03/03/2017	CULLIGAN WATER SERVICES	$ 126.80
235925	03/17/2017	MAGNUSON, HEATHER	$ 125.74
236324	03/31/2017	SAM'S CLUB DIRECT	$ 125.58
235599	03/03/2017	SABEL STEEL SERVICE	$ 125.20
235504	03/03/2017	ROLFE & LOBELLO, P.A.	$ 125.00
235834	03/17/2017	ROLFE & LOBELLO, P.A.	$ 125.00
236155	03/31/2017	ROLFE & LOBELLO, P.A.	$ 125.00
236138	03/24/2017	THAT BOOT STORE	$ 125.00
236302	03/31/2017	MORGAN, GARY	$ 124.06
235704	03/10/2017	GALE/CENGAGE LEARNING	$ 122.29
236312	03/31/2017	PERRY, BENETTA	$ 121.62
236272	03/31/2017	KIPPEL, GLEN MATTEW	$ 120.31
236273	03/31/2017	KIRKLAND, TERRY	$ 120.21
235837	03/17/2017	ACCURATE BACKGROUND CHECK	$ 120.00
235742	03/10/2017	LEXISNEXIS RISK SOLUTIONS	$ 117.14
235550	03/03/2017	GALE/CENGAGE LEARNING	$ 115.96
235645	03/10/2017	BROCKMAN, NANCY	$ 115.56
235664	03/10/2017	CONRAD, PATRICIA	$ 115.56
235871	03/17/2017	CONRAD, PATRICIA	$ 115.56
236193	03/31/2017	BROCKMAN, NANCY	$ 115.56
236288	03/31/2017	MCDANIEL, PAM	$ 115.56
236256	03/31/2017	HBM INC.	$ 115.00
235657	03/10/2017	CITY OF PANAMA CITY UTILI	$ 114.62
235763	03/10/2017	MOTION INDUSTRIES INC	$ 114.54
235705	03/10/2017	GALLS, LLC	$ 114.49
235953	03/17/2017	ROWAN SUPPLIES LLC	$ 114.24
236322	03/31/2017	RYCKELEY, JAMES F	$ 113.86
236350	03/31/2017	WETHERINGTON, JOSEPH	$ 112.62
235954	03/17/2017	SEAL, MICHELE	$ 112.30
235684	03/10/2017	ENVELOC, INC.	$ 110.50
235631	03/10/2017	APPLIANCE DOCTOR OF N.W.	$ 110.25
236008	03/24/2017	BAY RADIOLOGY WOMENS IMAG	$ 110.00
236019	03/24/2017	CITY OF LYNN HAVEN	$ 109.50
235694	03/10/2017	FLORIDA BLUE	$ 106.66
236041	03/24/2017	DEMCO, INC.	$ 105.62
236352	03/31/2017	WHITAKER, STACI LEIGH	$ 105.62
235589	03/03/2017	OGILVIE, HEATHER	$ 105.27
235615	03/03/2017	ULVERSCROFT LARGE PRINT B	$ 104.50
236217	03/31/2017	DMS-BUREAU OF FINANCIAL M	$ 103.58
236107	03/24/2017	OFFICE DEPOT, INC.	$ 103.26

BAY COUNTY BOARD OF COMMISSIONERS
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CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
235879	03/17/2017	D R HORTON INC	$	103.21
236317	03/31/2017	RECORDED BOOKS INC.	$	103.04
235785	03/10/2017	RICHARD CARLTON CONSULTIN	$	101.25
236308	03/31/2017	OUTDOOR RECREATION WORLD	$	100.37
236052	03/24/2017	FERGUSON ENTERPRISES, INC	$	100.32
236355	03/31/2017	WOMACK-CROMARTIE, LAURA A	$	100.02
235516	03/03/2017	B&C TECHNOLOGIES	$	100.00
235727	03/10/2017	HIGGINS, MARGARET ANN	$	100.00
235958	03/17/2017	SUNBELT FIRE, INC.	$	100.00
236147	03/24/2017	GALLS, LLC	$	100.00
235904	03/17/2017	GULF COAST MEDICAL CENTER	$	99.00
236242	03/31/2017	GALLAGHER-DAVIS, LYNNE	$	98.96
235840	03/17/2017	SILER, ADAM	$	97.50
235861	03/17/2017	CANON SOLUTIONS AMERICA,	$	96.95
236221	03/31/2017	EAGLE RECOGNITION	$	95.44
236231	03/31/2017	FEDERAL EXPRESS CORPORATI	$	95.28
236231	03/30/2017	FEDERAL EXPRESS CORPORATI	$	(95.28)
235914	03/17/2017	HIDDEN RIDGE GROUP LLC	$	93.87
236304	03/31/2017	MORRIS, JENNIFER	$	91.56
236276	03/31/2017	KOESTER, KIMBERLY THERESA	$	91.03
236199	03/31/2017	CHEN, JESSICA PAN	$	90.90
235850	03/17/2017	BANDY, KERRI DAWN	$	90.50
236282	03/31/2017	MAD HATTER TOTAL CAR CARE	$	90.00
235547	03/03/2017	FEDERAL EXPRESS CORPORATI	$	88.98
235662	03/10/2017	COLE, ANN	$	88.95
236320	03/31/2017	ROOF TECHNOLOGY PARTNERS	$	88.93
236249	03/31/2017	GULF COAST ELECTRIC COOP.	$	88.61
235777	03/10/2017	PIERCE, TERRI L.	$	88.50
235872	03/17/2017	COOPER, AMY L.	$	88.50
235641	03/10/2017	BELTRAN, HELEN	$	88.37
235912	03/17/2017	HBM INC.	$	88.33
235707	03/10/2017	GELDERT, DAVID EDWARD	$	88.25
235769	03/10/2017	OFFICE OF PUBLIC DEFENDER	$	87.50
235821	03/10/2017	WPS/TRICARE ADMINISTRATIO	$	87.07
236353	03/31/2017	WHITE, GARY C	$	86.64
236309	03/31/2017	PASSMORE, JASON	$	86.49
236281	03/31/2017	LUNA, NICOLAS RAMON	$	86.06
236287	03/31/2017	MCCARTHY, MICHELLE	$	84.97
235663	03/10/2017	COMCAST CABLEVISION	$	84.91
235794	03/10/2017	SMITHWICK, JAMES	$	84.90
235816	03/10/2017	WELLCARE OF FLORIDA, INC	$	83.16
235817	03/10/2017	WELLCARE OF FLORIDA, INC	$	83.16
235818	03/10/2017	WELLCARE OF FLORIDA, INC	$	83.16

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235819	03/10/2017	WELLCARE OF FLORIDA, INC	$ 83.16
236283	03/31/2017	MAGELLAN COMPLETE CARE FL	$ 83.16
235533	03/03/2017	CITY OF PARKER	$ 82.40
236170	03/31/2017	APPLIED HEALTH PHYSICS, L	$ 81.76
235629	03/10/2017	AGAPE ANIMAL CENTER, INC.	$ 80.72
235523	03/03/2017	BOYER, CHYRL L.	$ 80.00
235932	03/17/2017	MIDWEST TAPE	$ 79.96
235595	03/03/2017	QUILL CORPORATION	$ 79.25
236187	03/31/2017	BLACKSTONE AUDIO, INC	$ 79.14
235964	03/17/2017	TATE, VIRGINIA	$ 79.09
236357	03/31/2017	WPS/TRICARE ADMINISTRATIO	$ 79.01
236110	03/24/2017	PAT GREEN HEATING & COOLI	$ 79.00
236188	03/31/2017	BOLTON, WILLIAM M	$ 77.74
236195	03/31/2017	BUSHEY, LYNDSIE ANN	$ 77.51
236335	03/31/2017	SWENSON-MONTES, NATHANIEL	$ 76.95
235917	03/17/2017	HOWARD, TIMOTHY W.	$ 76.50
235544	03/03/2017	EMERGENCY MEDICAL SERVICE	$ 75.00
235838	03/17/2017	ACTION FIRE & SAFETY EQUI	$ 75.00
236007	03/24/2017	BAY PEST CONTROL, INC.	$ 75.00
236048	03/24/2017	EDDINS, BRIAN	$ 75.00
236104	03/24/2017	NI GOVERNMENT SERVICES IN	$ 73.73
235781	03/10/2017	PRESTIGE HEALTH CHOICE	$ 70.85
235628	03/10/2017	AFLAC	$ 70.75
236181	03/31/2017	BAY PEST CONTROL, INC.	$ 70.00
235509	03/03/2017	ABDO-SPOTLIGHT-MAGIC WAGO	$ 69.80
236351	03/31/2017	WHITAKER, DENISE DOBBS	$ 68.04
236241	03/31/2017	GALE/CENGAGE LEARNING	$ 67.57
236079	03/24/2017	HARNS, JANET	$ 67.41
235658	03/10/2017	CITY OF WEWAHITCHKA	$ 67.09
236274	03/31/2017	KIRKMAN, KIMBERLY	$ 66.45
235792	03/10/2017	SHRED-IT US JV LLC	$ 65.95
236198	03/31/2017	CENTER POINT LARGE PRINT	$ 64.71
236068	03/24/2017	GRAYBAR	$ 64.44
235540	03/03/2017	DEMCO, INC.	$ 63.96
235956	03/17/2017	SOUTHERN CLEANING SUPPLY	$ 63.00
236163	03/31/2017	ABC-CLIO INC	$ 61.00
235987	03/24/2017	ACTION FIRE & SAFETY EQUI	$ 60.00
236297	03/31/2017	MICROMARKETING LLC	$ 59.99
235972	03/17/2017	THURLOW, MATTHEW LEWIS	$ 58.18
236206	03/31/2017	CONRAD, PATRICIA	$ 57.78
236222	03/31/2017	EBERHART-KAISER, DENISE	$ 57.78
236178	03/31/2017	PCB PELICAN CORP	$ 57.00
236319	03/31/2017	RJ YOUNG COMPANY INC.	$ 56.62

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235869	03/17/2017	COMPBENEFITS	$ 56.50
235944	03/17/2017	PARACLETE PRESS, INC.	$ 55.57
235798	03/10/2017	SUNCOAST AQUARIUMS	$ 55.00
236191	03/31/2017	BRILLIANCE PUBLISHING INC	$ 53.95
236334	03/31/2017	SUPREME ENERGY INC.	$ 53.41
236160	03/31/2017	98 REAL ESTATE GROUP LLC	$ 53.30
236338	03/31/2017	THAMES, CARA RAE	$ 51.70
235576	03/03/2017	MAD HATTER TOTAL CAR CARE	$ 51.00
235820	03/10/2017	WILLIAMS, DOUGLAS	$ 50.82
235915	03/17/2017	HOLBROOK, ADAM	$ 50.81
235559	03/03/2017	GULF COAST WORKFORCE DEV.	$ 50.00
235584	03/03/2017	NORTH FLORIDA MEDICAL GRO	$ 50.00
235678	03/10/2017	DIXON, MARTHA	$ 50.00
235709	03/10/2017	GEORGIA PETROLEUM, INC	$ 50.00
235740	03/10/2017	LASSITER, LAURENCE	$ 50.00
236321	03/31/2017	RUSSELL, RICHARD	$ 50.00
236327	03/31/2017	SHARP, MARTHA	$ 49.28
235874	03/17/2017	COQUI DISPOSAL SERVICES,	$ 49.12
236151	03/31/2017	CINCINNATI LIFE INSURANCE	$ 48.62
236177	03/31/2017	B & H PHOTO-VIDEO-PRO AUD	$ 47.99
236203	03/31/2017	CLAYTON, JUSTIN	$ 46.93
235966	03/17/2017	TERMINIX	$ 46.00
235795	03/10/2017	SOUTHERN CLEANING SUPPLY	$ 45.90
236331	03/31/2017	STADELMAN, KARINA	$ 44.61
236043	03/24/2017	DETROIT STOKER COMPANY, L	$ 44.47
235948	03/17/2017	RAMOS, MICHAEL	$ 44.19
235618	03/03/2017	VERIZON WIRELESS	$ 41.59
236262	03/31/2017	HODSON, CHARLES JACK	$ 41.45
236315	03/31/2017	QUEZSADA, PATRICK	$ 40.46
235922	03/17/2017	KOSMAN, ADRIAN	$ 40.15
236275	03/31/2017	KNIGHT, SERENA	$ 40.12
235520	03/03/2017	BENNETT P.A., DERRICK	$ 40.00
235967	03/17/2017	INSIGHT SERVICES, INC	$ 40.00
235846	03/17/2017	ARROYO CERNA. JONATHAN FR	$ 39.60
236218	03/31/2017	DOUCET, CHARLOTTE	$ 39.49
236246	03/31/2017	GRANTHAM, PERRY W	$ 39.41
235858	03/17/2017	BROCKMAN, NANCY	$ 38.52
236310	03/31/2017	PECK, KAYLA KAY	$ 38.21
236301	03/31/2017	MOORMANN, MARTHA	$ 37.99
235611	03/03/2017	THE CHILD'S WORLD, INC.	$ 37.90
235969	03/17/2017	THE CHILD'S WORLD, INC.	$ 37.90
235811	03/10/2017	UNITED PARCEL SERVICE	$ 37.72
235508	03/03/2017	AAA HURRICANE FENCE LLC	$ 37.00

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235718	03/10/2017	GULF COAST PEST CONTROL,	$ 36.00
236229	03/31/2017	EVANS, MICHAEL	$ 35.31
235604	03/03/2017	SMITH, ELMA	$ 35.00
235606	03/03/2017	SOUTHWIND PEST AND TERMIT	$ 35.00
235665	03/10/2017	CONROY, MARY	$ 35.00
236115	03/24/2017	PIERCE, EARNEST	$ 35.00
236122	03/24/2017	RILEY, TIMOTHY	$ 35.00
236128	03/24/2017	SOUTHWIND PEST AND TERMIT	$ 35.00
236325	03/31/2017	SCHAULER, BONNIE	$ 35.00
236336	03/31/2017	TECO PEOPLES GAS	$ 35.00
235738	03/10/2017	LANGUAGE LINE SERVICES, I	$ 33.74
235764	03/10/2017	NEIL, MICHELLE	$ 33.34
T4317	03/10/2017	GHX INDUSTRIAL, LLC	$ 32.39
236220	03/31/2017	DUNOMES, PARIS	$ 32.37
235894	03/17/2017	FOUNTAIN, RONALD CLAY	$ 31.92
235900	03/17/2017	GRAINGER	$ 31.57
236328	03/31/2017	SIMPSON, STEVEN	$ 31.25
236228	03/31/2017	EVANS, BENJAMIN	$ 30.57
235797	03/10/2017	ST JOE NATURAL GAS	$ 29.41
236326	03/31/2017	SHAHRZAD, SLAGHEMAND	$ 29.21
236330	03/31/2017	ST JOE NATURAL GAS	$ 28.05
235594	03/03/2017	PRECISION COMMUNICATIONS	$ 28.00
236269	03/31/2017	JONES, ROBERT S	$ 27.66
235749	03/10/2017	MAD HATTER TOTAL CAR CARE	$ 25.50
235806	03/10/2017	TORRES, LOURDES	$ 25.00
236137	03/24/2017	TECO PEOPLES GAS	$ 25.00
236303	03/31/2017	MORITZ, MILDRED	$ 25.00
236340	03/31/2017	THOMPSON, EDDIE	$ 25.00
236255	03/31/2017	HALL, LINDA SUSAN	$ 23.30
235936	03/17/2017	NATIONAL INSURANCE SERVIC	$ 20.30
236263	03/31/2017	HOLLAND, TRAVIS	$ 20.00
236311	03/31/2017	PERRIGAN, GIN	$ 20.00
236261	03/31/2017	HINKLE, ANTHONY LEE	$ 19.83
236277	03/31/2017	LANGFORD, JAMES	$ 19.45
235952	03/17/2017	ROMO, BLAKE	$ 18.54
236047	03/24/2017	ECONFINA CARDIOLOGY GROUP	$ 17.28
235743	03/10/2017	LIBERTY COUNTY WATER & GA	$ 16.00
235612	03/03/2017	THREADED FASTENERS, INC.	$ 15.85
235759	03/10/2017	MIDWEST TAPE	$ 14.99
235856	03/17/2017	BRILLIANCE PUBLISHING INC	$ 14.99
236117	03/24/2017	QUILL CORPORATION	$ 14.44
236012	03/24/2017	BLAND, JOHN	$ 13.49
235639	03/10/2017	BEACH MOWER INC	$ 11.98

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236046	03/24/2017	EAGLE RECOGNITION	$	11.38
236194	03/31/2017	BRUCE, ELIZABETH	$	10.92
236130	03/24/2017	SPRINT	$	10.10
236182	03/31/2017	BAY RADIOLOGY WOMENS IMAG	$	9.68
236183	03/31/2017	BAY RADIOLOGY WOMENS IMAG	$	8.98
236185	03/31/2017	BAY RADIOLOGY WOMENS IMAG	$	8.26
236205	03/31/2017	CONNER, VICKI	$	7.75
235562	03/03/2017	BUTLER ANIMAL HEALTH HOLD	$	5.95
236237	03/31/2017	FL. COASTAL CLOSING & ESC	$	5.08
235973	03/17/2017	UNITED PARCEL SERVICE	$	4.06
236316	03/31/2017	RAYMOND, MARK	$	3.62
236348	03/31/2017	WATSON, JAMES MICHAEL	$	3.12
235845	03/17/2017	AMERICAN MESSAGING	$	3.01
235870	03/17/2017	WAGEWORKS INC	$	3.00
236247	03/31/2017	GUERETTE, DOUGLAS	$	2.56
236343	03/31/2017	TURNER, JEREMY	$	1.70
236266	03/31/2017	INFINITE ENERGY	$	0.85
235730	03/10/2017	INFINITE ENERGY	$	0.45
235542	03/03/2017	DMS-BUREAU OF FINANCIAL M	$	0.04
224927	12/18/2015	PARACLETE PRESS, INC.	$	(55.57)
221391	7/31/2015	AGAPE ANIMAL CENTER, INC.	$	(80.72)
234924	2/3/2017	MAD HATTER TOTAL CAR CARE	$	(87.50)
217561	2/27/2015	SILER, ADAM	$	(97.50)
T4288	2/17/2017	THOMPSON TRACTOR CO INC	$	(347.12)
223301	10/9/2015	PETTIS, FRANCIS	$	(1,151.33)
		TOTAL BOARD OF COMMISSIONERS	**$**	**16,894,933.65**

PANAMA CITY BEACH CONVENTION
AND VISITORS BUREAU

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU
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WIRE	3/16/2017	Sports Fields, Inc.	$146,459.00
WIRE	3/16/2017	Fields, Inc.	$132,202.80
WIRE	3/16/2017	Fields, Inc.	$92,224.17
WIRE	3/24/2017	Creative Artists Agency	$90,000.00
18367	3/23/2017	YSW, Inc.	$75,000.00
18258	3/9/2017	Garden & Gun Magazine LLC	$66,480.00
WIRE	3/24/2017	William Morris Endeavor Ente	$58,000.00
18327	3/16/2017	Anchor CEI, Inc.	$48,146.55
18281	3/9/2017	Rowland Publishing, Inc.	$41,910.00
DAJ000003663	3/16/2017	Paychex	$33,538.16
DAJ000003637	3/2/2017	Paychex	$33,392.53
18278	3/9/2017	Publishers Press	$32,715.61
DAJ000003670	3/30/2017	Paychex	$32,186.86
WIRE	3/24/2017	William Morris Endeavor Ente	$30,000.00
18353	3/23/2017	Luckie & Company, LLC	$29,800.00
18356	3/23/2017	Panache Tent & Event, Inc.	$26,404.36
18289	3/9/2017	World Triathlon Corporation	$25,000.00
18344	3/23/2017	Careco Multimedia Entertainm	$24,290.00
18271	3/9/2017	Lou Hammond Group	$23,291.92
18268	3/9/2017	Krewe of Dominique Youx	$19,900.00
18360	3/23/2017	Simpleview	$18,400.00
18217	3/2/2017	Meltwater News US Inc.	$17,850.00
18355	3/23/2017	Meltwater News US Inc.	$17,850.00
18361	3/23/2017	Southern Sound and Lighting,	$17,500.00
WIRE	3/16/2017	Fields, Inc.	$16,349.98
18290	3/9/2017	Young Strategies	$16,163.79
18245	3/9/2017	Florida Blue	$16,093.22
WIRE	3/24/2017	Creative Artists Agency	$16,000.00
18334	3/16/2017	Harrison, Sale, McCloy	$14,407.50
18272	3/9/2017	Madden Media	$14,000.00
18274	3/9/2017	NCC	$12,485.65
WIRE	3/24/2017	Creative Artists Agency	$12,000.00
WIRE	3/24/2017	Creative Artists Agency	$12,000.00
18252	3/9/2017	Compass Media, Inc.	$11,750.00
18267	3/9/2017	Katz Radio Group Network	$11,200.45
18251	3/9/2017	Comcast Spotlight	$10,569.75
18259	3/9/2017	Globelite Travel Marketing	$10,395.00
18255	3/9/2017	Emerald Coast Cruizin, LLC	$10,376.27

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WIRE	3/16/2017	Fields, Inc.	$9,880.00
18279	3/9/2017	R & M Entertainment, LLC	$9,419.99
18269	3/9/2017	Lisa Armbruster	$9,150.75
18291	3/9/2017	YuMe Inc.	$8,971.32
18342	3/16/2017	Maximum Bands Entertainment	$7,750.00
18215	3/2/2017	Hutt Insurance Agency, Inc	$7,002.99
18389	3/30/2017	Yahoo, Inc.	$6,623.10
18347	3/23/2017	Coastal Communications	$6,613.33
18340	3/16/2017	Purchase Power	$6,055.00
WIRE	3/24/2017	Creative Artists Agency	$6,000.00
WIRE	3/24/2017	William Morris Endeavor Ente	$6,000.00
18379	3/30/2017	Goldring Gulf Panama City	$5,390.98
18366	3/23/2017	Beachguide, LLC	$5,000.00
18273	3/9/2017	Miles Media Group	$4,959.00
18275	3/9/2017	Panama City Beach Parks & Re	$4,800.00
WIRE	3/10/2017	BMI Publishing LTD	$4,775.00
WIRE	3/13/2017	BMI Publishing LTD	$4,775.00
18262	3/9/2017	Halifax Media Group	$4,500.00
18218	3/2/2017	Pro-Tech Services	$4,370.00
18331	3/16/2017	Echo Technologies	$4,000.00
DAJ000003673	3/30/2017	John Hancock USA	$3,543.01
18336	3/16/2017	Panama City Beach Parks & Re	$3,488.00
18214	3/2/2017	Florida Film Office, Inc.	$3,325.00
18378	3/30/2017	Florida Film Office, Inc.	$3,325.00
18250	3/9/2017	Coastal Communications	$3,244.80
DAJ000003664	3/16/2017	John Hancock USA	$3,223.06
DAJ000003638	3/2/2017	John Hancock USA	$3,204.32
18345	3/23/2017	Carlton Fields, Attorneys at	$3,201.00
18282	3/9/2017	Schneider Publishing Company	$3,123.75
18287	3/9/2017	Total Traffic and Weather	$3,075.30
18277	3/9/2017	Pandora Media, Inc.	$3,032.96
18286	3/9/2017	Straightline Parking, LLC	$3,000.00
WIRE	3/10/2017	Lieb Management & Beteiligun	$2,900.00
WIRE	3/24/2017	Lieb Management & Beteiligun	$2,900.00
18285	3/9/2017	Sports Events Magazine	$2,898.50
DAJ000003669	3/16/2017	Florida Dept. of Revenue	$2,881.39
18349	3/23/2017	Gary Bogdon Photography, Inc	$2,850.00
18284	3/9/2017	Spectrum Reach	$2,751.96

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18386	3/30/2017	Replublic National Distribut	$2,696.00
18343	3/23/2017	Blossoms	$2,675.00
18283	3/9/2017	Snowbirds Gulf Coast	$2,500.00
18293	3/16/2017	T. Graham Brown	$2,500.00
18364	3/23/2017	UWP, LLC Pro Watercross	$2,500.00
18328	3/16/2017	Coastal Communications	$2,488.66
18265	3/9/2017	iHeartMedia	$2,480.00
18351	3/23/2017	Hutt Insurance Agency, Inc	$2,469.00
18288	3/9/2017	United States Traffic Networ	$2,218.50
18382	3/30/2017	iHeartMedia	$2,177.00
18377	3/30/2017	Epic Photo Co, LLC	$2,117.64
18384	3/30/2017	Opici Family Distributing	$2,066.00
18222	3/2/2017	Simpleview	$2,000.00
18254	3/9/2017	Durden Outdoor Displays, Inc	$2,000.00
18264	3/9/2017	HMX Productions	$2,000.00
WIRE	3/24/2017	William Morris Endeavor Ente	$2,000.00
18332	3/16/2017	Gulf Coast Region USA Volley	$1,850.00
DAJ000003672	3/30/2017	John Hancock USA	$1,813.11
18359	3/23/2017	Powell Broadcasting	$1,750.00
18226	3/9/2017	Caribbean Chillers	$1,725.00
18248	3/9/2017	Caribbean Chillers Ent, LLC	$1,725.00
18354	3/23/2017	Magic Broadcasting LLC	$1,700.00
18375	3/30/2017	DiBacco Importing and Distri	$1,688.40
18381	3/30/2017	Hutt Insurance Agency, Inc	$1,668.30
18228	3/9/2017	Robert Doyle	$1,575.00
18385	3/30/2017	Prestige Ice Company	$1,550.00
18387	3/30/2017	Southern Glazer's of Florida	$1,539.00
18249	3/9/2017	Carr, Riggs & Ingram, LLC	$1,500.00
18348	3/23/2017	Flipside Entertainment	$1,500.00
18363	3/23/2017	United States Postal Service	$1,500.00
18373	3/30/2017	Conex Exhibition Services LL	$1,491.00
18362	3/23/2017	Tipton, Marler, Garner & Cha	$1,490.00
18358	3/23/2017	Pelican Drones	$1,135.00
18246	3/9/2017	Brand Networks, LLC	$1,130.74
18247	3/9/2017	Captain Anderson's Restauran	$1,076.32
18225	3/9/2017	Arnold High School Basketbal	$1,000.00
WIRE	3/24/2017	Madison House LLC	$1,000.00
18376	3/30/2017	Dovalinas Catering & Events	$1,000.00

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
MARCH 1, 2017 THROUGH MARCH 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
18253	3/9/2017	Destination Travel Network	$995.00
18330	3/16/2017	DSI Security Services	$984.06
18341	3/16/2017	US Relay Corp	$924.40
18257	3/9/2017	Florida Blue Group Ancillary	$814.37
18280	3/9/2017	Resort Collection of Panama	$780.76
18219	3/2/2017	Resort Collection of Panama	$737.30
18346	3/23/2017	City of Panama City Beach	$715.00
18370	3/30/2017	Coastal Communications	$698.07
18260	3/9/2017	Gulf Glo Banners	$671.53
18221	3/2/2017	Sheraton Bay Point Resort	$650.00
18369	3/23/2017	Lauren Wilson	$600.00
18242	3/9/2017	Adswerve, Inc.	$577.33
18350	3/23/2017	Gulf Glo Banners	$538.53
18229	3/9/2017	Women's Civic Club of PCB	$500.00
18234	3/9/2017	David Jordan	$465.00
18306	3/16/2017	Casey Jones	$450.00
18312	3/16/2017	Paul Pelfrey	$450.00
18315	3/16/2017	Chase Lance	$450.00
18316	3/16/2017	Robert Moss	$450.00
18318	3/16/2017	Stephanie Thomas	$450.00
18339	3/16/2017	Principal Financial Group	$411.42
18368	3/23/2017	Jenna Nagy	$400.00
18305	3/16/2017	Clayton Jordan	$330.00
18236	3/9/2017	Shawn Ramsey	$315.00
18237	3/9/2017	Chris Mills	$315.00
18238	3/9/2017	Garrett Jackson	$315.00
18239	3/9/2017	Brandon Mumford	$315.00
18240	3/9/2017	Trenton Poe	$300.00
18241	3/9/2017	Calvin Tayes	$300.00
18297	3/16/2017	Harry Baumann	$300.00
18320	3/16/2017	Noel Howard	$300.00
18321	3/16/2017	James Smeby	$300.00
18397	3/30/2017	Harry Baumann	$300.00
18329	3/16/2017	Credit Card Center	$283.11
18227	3/9/2017	James Phillips	$280.00
18333	3/16/2017	Hall Septic Tank Service, In	$256.80
18276	3/9/2017	Panama City Golf Carts, LLC	$246.10
18392	3/30/2017	Ray Morgan	$240.00

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
MARCH 1, 2017 THROUGH MARCH 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
18393	3/30/2017	Brandon Polkowski	$240.00
18394	3/30/2017	Jason Bowden	$240.00
18395	3/30/2017	Heath Anderson	$240.00
18396	3/30/2017	David Jordan	$240.00
DAJ000003639	3/2/2017	HSA Bank	$200.00
DAJ000003665	3/16/2017	HSA Bank	$200.00
DAJ000003671	3/30/2017	HSA Bank	$200.00
18338	3/16/2017	Postmaster	$198.00
18223	3/2/2017	Snelling Personnel-Panama Ci	$180.00
18294	3/16/2017	Ronnie Wolf	$180.00
18295	3/16/2017	Thomas Anderson	$180.00
18296	3/16/2017	Jessica Bruhmuller	$180.00
18298	3/16/2017	Stan Bradley	$180.00
18299	3/16/2017	Tony Meekins	$180.00
18300	3/16/2017	Danielle Brennan	$180.00
18301	3/16/2017	Joshua Davis	$180.00
18302	3/16/2017	Christopher Brennan	$180.00
18303	3/16/2017	Jamey Wright	$180.00
18304	3/16/2017	Danny McDonald	$180.00
18307	3/16/2017	Robert Clifton	$180.00
18308	3/16/2017	Jeffrey Weber	$180.00
18309	3/16/2017	Wayne Maddox	$180.00
18310	3/16/2017	Robert Clarkson	$180.00
18311	3/16/2017	Michelle McDonald	$180.00
18314	3/16/2017	Chad Lindsey	$180.00
18319	3/16/2017	Robert Johnson	$180.00
18322	3/16/2017	Farron Collins	$180.00
18323	3/16/2017	Linda Cavitt	$180.00
18324	3/16/2017	Theresa Palo	$180.00
18325	3/16/2017	Christopher Johnson	$180.00
18326	3/16/2017	Gage Cowart	$180.00
18398	3/30/2017	Linda Cavitt	$180.00
18399	3/30/2017	Gage Cowart	$180.00
18400	3/30/2017	Theresa Palo	$180.00
18391	3/30/2017	Michael Renken	$175.00
18371	3/30/2017	Comcast Cable	$164.51
18212	3/2/2017	Comcast Cable	$163.58
DAJ000003674	3/30/2017	UPS	$161.57

PANAMA CITY BEACH CONVENTION AND VISITORS BUREAU
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
MARCH 1, 2017 THROUGH MARCH 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
DAJ000003636	3/2/2017	Paychex	$160.87
DAJ000003662	3/16/2017	Paychex	$160.87
DAJ000003667	3/30/2017	Paychex	$157.41
DAJ000003666	3/16/2017	UPS	$157.13
18256	3/9/2017	Farmer's Marketing	$156.75
18213	3/2/2017	Community Coffee	$155.25
18230	3/9/2017	Ray Morgan	$150.00
18232	3/9/2017	Natalie McQueen	$150.00
18233	3/9/2017	Seth Ward	$150.00
18235	3/9/2017	John Vann	$150.00
18313	3/16/2017	Anthony Pusey	$150.00
18317	3/16/2017	Craig Kelly	$150.00
18390	3/30/2017	Artur Tumasyan	$150.00
18357	3/23/2017	Patrick Stewart	$138.59
18380	3/30/2017	Gulf Power	$132.38
18388	3/30/2017	UPS Freight	$126.36
18216	3/2/2017	Information, Tickets & Trave	$125.00
18220	3/2/2017	Robins ITT	$125.00
18243	3/9/2017	Barrie Ainslie	$120.96
18231	3/9/2017	Jason Bowden	$120.00
18261	3/9/2017	Gulf Power	$117.60
18372	3/30/2017	Community Coffee	$117.30
18266	3/9/2017	James M. Brown	$100.59
18337	3/16/2017	Phase V of Florida, LLC	$100.00
18352	3/23/2017	Jayna Leach	$93.68
18224	3/2/2017	West Unified Communications	$93.06
18270	3/9/2017	Lockard & Williams Insurance	$90.00
18383	3/30/2017	Lockard & Williams Insurance	$90.00
DAJ000003668	3/23/2017	UPS	$88.79
DAJ000003661	3/9/2017	UPS	$88.25
18263	3/9/2017	HealthiestYou	$84.00
18374	3/30/2017	David E. Demarest	$79.20
18335	3/16/2017	Living Interiors of Bay Coun	$79.00
18244	3/9/2017	Bay Point Golf & Tennis Club	$40.00
18292	3/16/2017	Bay County Builder's Service	$40.00
18365	3/23/2017	Vision Service Plan (IC)	$36.64
DAJ000003660	3/2/2017	UPS	$35.65
		TOTAL PANAMA CITY BEACH CVB	**$1,597,404.52**

PANAMA CITY COMMUNITY DEVELOPMENT COUNCIL

PANAMA CITY COMMUNITY DEVELOPMENT COUNCIL
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
MARCH 1, 2017 THROUGH MARCH 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR	TOTAL
1536	03/02/2017	ROBIN MALPASS & ASSOCIATES INC	$ 119,535.30
1575	03/30/2017	ROBIN MALPASS & ASSOCIATES INC	$ 38,580.71
1548	03/09/2017	ROBIN MALPASS & ASSOCIATES INC	$ 33,062.19
1545	03/09/2017	LOU HAMMOND & ASSOC	$ 10,000.00
1571	03/30/2017	NAFI	$ 10,000.00
1540	03/09/2017	BURKE BLUE HUTCHISON WALTERS	$ 6,048.00
1555	03/16/2017	VISA	$ 5,498.71
1551	03/09/2017	TOWER HILL PRIME INSR AKA INDIAN HARBOR	$ 3,296.26
1546	03/09/2017	PMCAT	$ 2,300.00
1573	03/30/2017	PMCAT	$ 2,200.00
1565	03/30/2017	DARIC FREEMAN DBA ENNEAD HARMONICS	$ 2,120.00
1550	03/09/2017	SUMMIT BANK	$ 1,854.48
1560	03/23/2017	SUMMIT BANK	$ 1,652.98
1544	03/09/2017	LEGISTIX SOLUTIONS LLC	$ 1,500.00
1537	03/09/2017	WHITEHEAD, ALYSIA, JASMIN	$ 1,072.45
1557	03/23/2017	WHITEHEAD, ALYSIA, JASMIN	$ 1,072.45
1541	03/09/2017	CITY OF PANAMA CITY	$ 992.82
1558	03/23/2017	CITY OF PANAMA CITY	$ 990.82
1562	03/30/2017	BAY COUNTY CHAMBER OF COMMERCE	$ 675.00
1549	03/09/2017	SECOND CHANCE OF NORTHWEST FLORIDA	$ 500.00
1547	03/09/2017	RAYMOND JAMES & ASSOC INC	$ 413.47
1568	03/30/2017	JENNIFER VIGIL	$ 363.68
1559	03/23/2017	RAYMOND JAMES & ASSOC INC	$ 363.47
1570	03/30/2017	LOU HAMMOND & ASSOC	$ 351.98
1574	03/30/2017	PROQUIRE LLC DBA ACENTURE	$ 330.00
1567	03/30/2017	GULF POWER CO	$ 280.17
1556	03/16/2017	WES CATRETT	$ 275.00
1569	03/30/2017	KONICA MINOLTA INC	$ 251.30
1552	03/09/2017	MATTHEW PARRAMORE	$ 240.00
1563	03/30/2017	CARR RIGGS & INGRAM LLC	$ 212.50
1564	03/30/2017	COASTAL COMMUNICATIONS INC	$ 203.30
1572	03/30/2017	PITNEY BOWES	$ 200.00
1576	03/30/2017	VERIZON WIRELESS	$ 164.63
1542	03/09/2017	EARTHSHINE CLEANING	$ 164.42
1566	03/30/2017	EARTHSHINE CLEANING	$ 153.66
1543	03/09/2017	FL LETTERPRESS	$ 125.00
1538	03/09/2017	BAY COUNTY CHAMBER OF COMMERCE	$ 75.00
1539	03/09/2017	BONNIE TATE-WOODBY DBA THE LIGHT RM	$ 75.00
1553	03/16/2017	CITY OF PC-WATER DEPT	$ 70.38
1561	03/30/2017	ALYSIA WHITEHEAD	$ 54.00
1554	03/16/2017	CULLIGAN BY WATERCO INC	$ 26.21
		TOTAL PANAMA CITY CDC	**$ 247,345.34**

MEXICO BEACH COMMUNITY DEVELOPMENT COUNCIL

MEXICO BEACH COMMUNITY DEVELOPMENT COUNCIL
CHECK REGISTER - SORTED BY DOLLAR AMOUNT
MARCH 1, 2017 THROUGH MARCH 31, 2017

CHECK NUMBER	ISSUE DATE	VENDOR		TOTAL
6296	03/30/2017	Cornerstone Marketing & Advertising	$	18,916.00
6269	03/09/2017	Cornerstone Marketing & Advertising	$	18,600.00
6272	03/09/2017	Florida Blue	$	2,279.10
EFT	03/15/2017	United States Treasury	$	1,811.66
6282	03/16/2017	Dewberry Engineers Inc.	$	1,249.26
6279	03/16/2017	Roberson & Associates, PA	$	1,200.00
6278	03/09/2017	Chase Card Services	$	1,197.68
6283	03/16/2017	Stow Away	$	780.00
6267	03/02/2017	Purchase Power	$	572.68
6271	03/09/2017	CRI	$	420.00
6293	03/23/2017	Kimberly Pickett Shoaf	$	402.32
6276	03/09/2017	Toshiba American Business Solutions	$	191.10
6297	03/30/2017	Coast 2 Coast Printing	$	179.00
6292	03/23/2017	Fairpoint Communications	$	178.69
6290	03/23/2017	40th Street Pizzeria	$	165.00
6281	03/16/2017	US relay	$	144.00
6291	03/23/2017	Mediacom	$	109.95
6285	03/16/2017	Verizon Wireless	$	101.76
6298	03/30/2017	Kathlene Krum	$	83.56
6289	03/23/2017	MCI	$	75.44
6277	03/09/2017	U.S. Postal Service	$	74.00
6280	03/16/2017	Duke Energy	$	73.85
6299	03/30/2017	Kimberly Shoaf	$	73.09
6268	03/02/2017	MCI	$	61.10
6284	03/16/2017	Ramsey's Printing and Office	$	60.00
6273	03/09/2017	Florida Combined Life	$	53.32
6270	03/09/2017	Cathey's Ace Hardware	$	32.60
6294	03/23/2017	Safetouch Security Systems	$	29.32
6275	03/09/2017	Melissa A. Williams	$	28.89
6286	03/16/2017	Culligan Water Service	$	21.50
6295	03/23/2017	VSP Vision Care	$	13.85
6287	03/16/2017	MCI a Verizon Company	$	13.10
6274	03/09/2017	HY Holdings INC	$	12.00
		TOTAL MEXICO BEACH CDC	**$**	**49,203.82**

BILL KINSAUL
CLERK OF COURT
& COMPTROLLER
BAY COUNTY

RECEIVED
BAY COUNTY COMMISSION
COUNTY MANAGERS OFFICE

APR 03 2017

March 31, 2017

Board of County Commissioners
Bay County, Florida

Commissioners:

Attached you will find a summary of 2016/2017 Revenues and Expenditures through March 30, 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 30, 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	98,319,877	71,247,139	72%	15,637,984	2,848	0%	113,957,861	55,156,611	48%	16,093,376
101	Transportation	30,415,174	5,534,116	18%	18,875,054	4,712,654	25%	49,290,228	18,865,822	38%	(8,619,052)
102	.5% Infrastructure Surtax	8,407,525	679,558	8%	-	-	0%	8,407,525		0%	679,558
111	Road Impact-Beach/Airport	-	277	0%	190,521		0%	190,521	-	0%	277
112	Road Impact-East Bay County	-	451	0%	310,608		0%	310,608	-	0%	451
113	Road Impact-Panama City	-	39	0%	26,592		0%	26,592	-	0%	39
114	Road Impact-Southport/Sandhills	-	313	0%	215,234		0%	215,234	-	0%	313
118	Transit	4,970,434	1,439,033	29%	-		0%	4,970,434	1,488,685	30%	(49,652)
120	Library	1,034,688	440,645	43%	2,158,377	100,000	5%	3,193,065	1,421,502	45%	(880,857)
125	Tourist Development	10,050,000	2,079,910	21%	530,526		0%	10,580,526	7,349,251	69%	(5,269,341)
126	Mexico Beach - TDC	549,350	142,902	26%	26,523		0%	575,873	354,033	61%	(211,131)
127	Beach Nourishment - TDC	3,447,395	745,288	22%	29,352,351		0%	32,799,746	176,184	1%	569,104
128	TDC - 5th Cent	3,350,000	700,030	21%	-		0%	3,350,000	24,880	1%	675,150
129	Panama City - TDT	1,500,000	386,644	26%	-		0%	1,500,000	922,738	62%	(536,095)
130	Public Safety E911	815,215	137,421	17%	1,000,000		0%	1,815,215	257,272	14%	(119,852)
133	Intergov't Radio Communication	465,790	184,787	40%	484,299	21,075	4%	950,089	240,962	25%	(35,100)
140	District Mosquito Control	1,227,792	1,065,175	87%	120,450		0%	1,348,242	703,037	52%	362,138
145	MSTU-Fire Protection	7,684,788	6,870,708	89%	1,000,000		0%	8,684,788	4,034,125	46%	2,836,583
167	MSBU Fund	44,840	13,365	30%	25,000	-	0%	69,840	31,541	45%	(18,176)
401	Water Sys Revenue Fund	16,780,409	6,613,396	39%	21,014,015	3,206,134	15%	37,794,424	6,130,225	16%	3,689,305
420	Retail Water & Wastewater	12,282,035	4,878,299	40%	2,197,542	-	0%	14,479,577	4,158,839	29%	719,460
430	Solid Waste Fund	12,120,317	5,164,938	43%	3,089,430		0%	15,209,747	6,636,711	44%	(1,471,773)
440	Builders' Services	981,400	535,574	55%	3,800,000		0%	4,781,400	724,891	15%	(189,317)
450	Emerg Medical Svcs	6,828,477	6,064,082	89%	814,462		0%	7,642,939	3,608,755	47%	2,455,327
501	Internal Service Fund	4,404,028	1,349,791	31%	170,787		0%	4,574,815	1,947,129	43%	(597,338)
505	Workers' Compensation	1,204,381	312,098	26%	30,529		0%	1,234,910	280,435	23%	31,663
506	Insurance Fund	3,092,491	777,085	25%	47,890		0%	3,140,381	491,568	16%	285,517
510	Utilities	1,518,531	416,116	27%	-		0%	1,518,531	612,763	40%	(196,647)
	Revenue Sub Total	231,494,937	117,779,178	51%	101,118,174	8,042,711	8%				
	Combined Revenue & Expenditures	**332,613,111**	**125,821,889**	**38%**				**332,613,111**	**115,617,960**	**35%**	**10,203,929**

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

Bay County Board of County Commissioners
Agenda Item Summary

FDOT request for County Deed of SR 30 and Moylan Road- Parcel 102.1

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

MEETING DATE: 4/18/2017

REQUESTED MOTION/ACTION:
Board to review and approve a Resolution and County Deed to the Florida Department of Transportation to assist in the SR 30 Intersection Improvements.

AGENDA
County Attorney - Consent

BUDGETED ITEM? N/A
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
No impact.

BACKGROUND:
The Florida Department of Transportation (FDOT) is projected to make intersection improvements to parcel 102.1, Highway 30, at the intersection of Front Beach Road and Moylan Road. In anticipation of the improvement project, FDOT has requested that Bay County execute a Resolution, County Deed, and other related documents. Staff has reviewed the request and recommends that the Board sign the Resolution and County Deed in favor of FDOT. Attached as **Exhibit 1** is The Resolution, County Deed, and other related documents. Attached as **Exhibit 2** is the location map and FDOT parcel map.

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

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

ATTACHMENTS:

Description	Type
Resolution, County Deed & Donation of Property	Cover Memo
Location Map & FDOT Parcel Map	Cover Memo

BSD.12 11/00

March 29, 2017

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

Parcel	102.1
Item/Segment No.	4367151
Managing District	3
S.R. No.	30
County	Bay

R E S O L U T I O N

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. 30, F.P. No. 4367151, in Bay County, Florida: and

WHEREAS, it is necessary that certain lands now owned by Bay County be acquired by the State of Florida Department of Transportation: and

WHEREAS, said property is not needed for County purposes: 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 deed, in favor of the State of Florida Department of Transportation, conveying all rights, title and interest that said County has in and to said lands required for transportation purposes, and said request having been duly executed.

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 deed, is for transportation purposes which are in the public or community interest and for public welfare and the land needed for transportation purposes is not needed for county purposes; that a deed, in favor of the State of Florida Department of Transportation conveying all right, title and interest of Bay county in and to said lands should be drawn and executed by this Board of County Commissioners. Consideration shall be $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

03-BSD.03-11/00

September 1, 2016

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

Legal description approved by,
Ron Gibson

Parcel	102.1
Item/Segment No.	4367151
Managing District	3
S.R. No.	30
County	Bay

COUNTY DEED

THIS DEED, made this ____ day of _____, 20__ by BAY COUNTY, a political subdivision of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, grantee: (Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors, and assigns of organizations).

WITNESSETH: That the grantor, for and in consideration of the sum of $1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Bay County, Florida, viz:

All the rights and interest of Bay County, Florida, in and to the existing right of way of dedicated and used State Road 30, and the existing right of way of portions of Moylan Road and lying within the required right of way as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4367151, State Road 30, as filed in the F.D.O.T. District 3 Office, Chipley, Florida.

TOGETHER with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

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

ATTEST:_____

Clerk (or Deputy Clerk)

Bay County, Florida,
By Its Board of County Commissioners

By:_____

Its Chairperson
(or Vice-Chairperson)

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____day of _____, 20__, by _____, Chairperson (or Vice-Chairperson), who is personally known to me or who has produced _____ as identification.

_____

(Type/print or stamp name under signature)
Title or rank (Serial No., if any)_____

Affix Seal

575-030-12
RIGHT OF WAY
OGC – 10/16

Florida Department of Transportation

RICK SCOTT
GOVERNOR

JIM BOXOLD
SECRETARY

Donation of Property to the Florida Department of Transportation

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

ITEM/SEGMENT NO.:	4367151
MANAGING DISTRICT:	3
F.A.P. NO.:	N/A
STATE ROAD NO.:	30 (US 98A)
COUNTY:	Bay
PARCEL NO.:	102
INTEREST CONVEYED:	County Deed

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

Owner's Signature

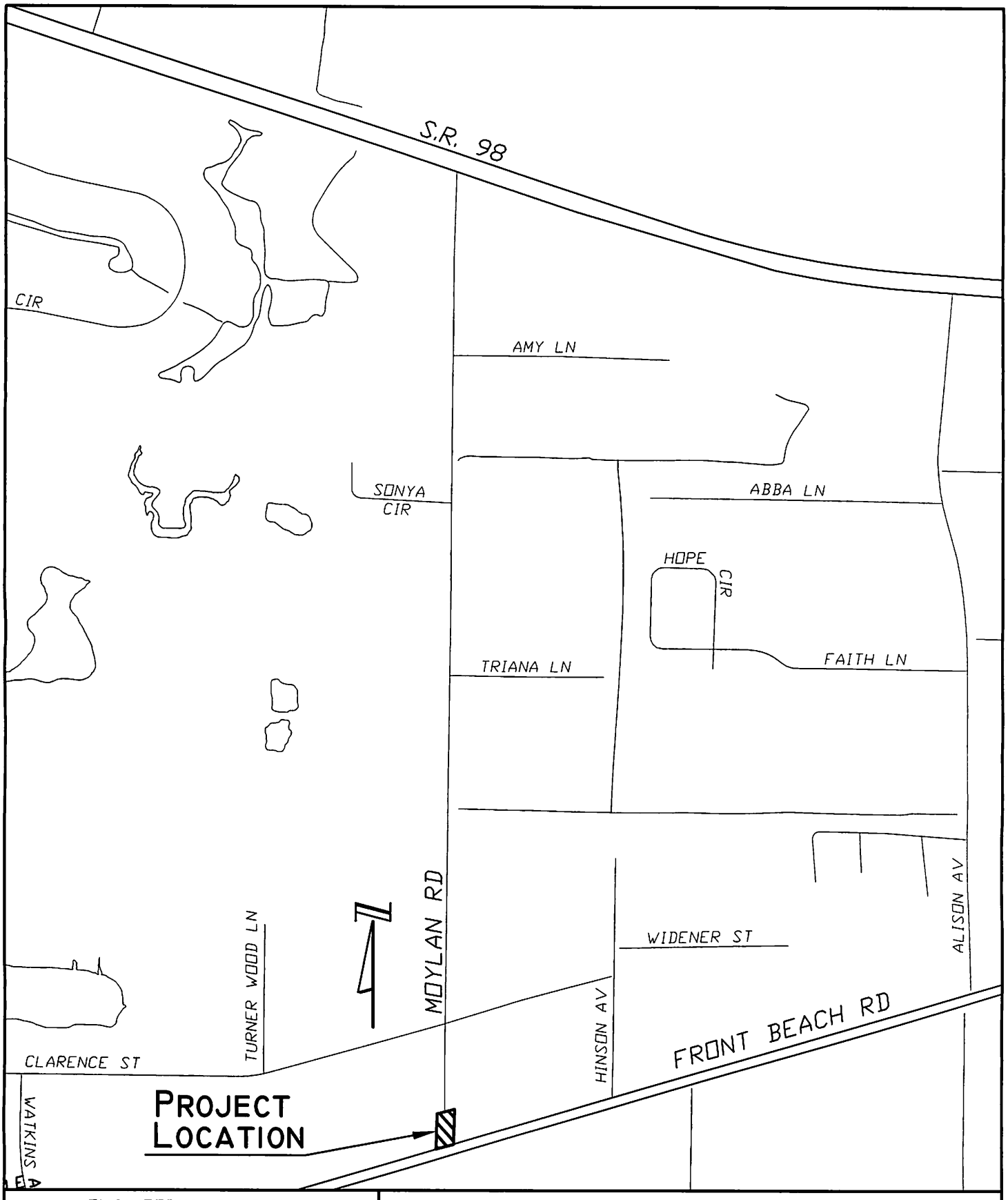
Type or Print Property Owner's Name

Street Address

City, State, Zip Code

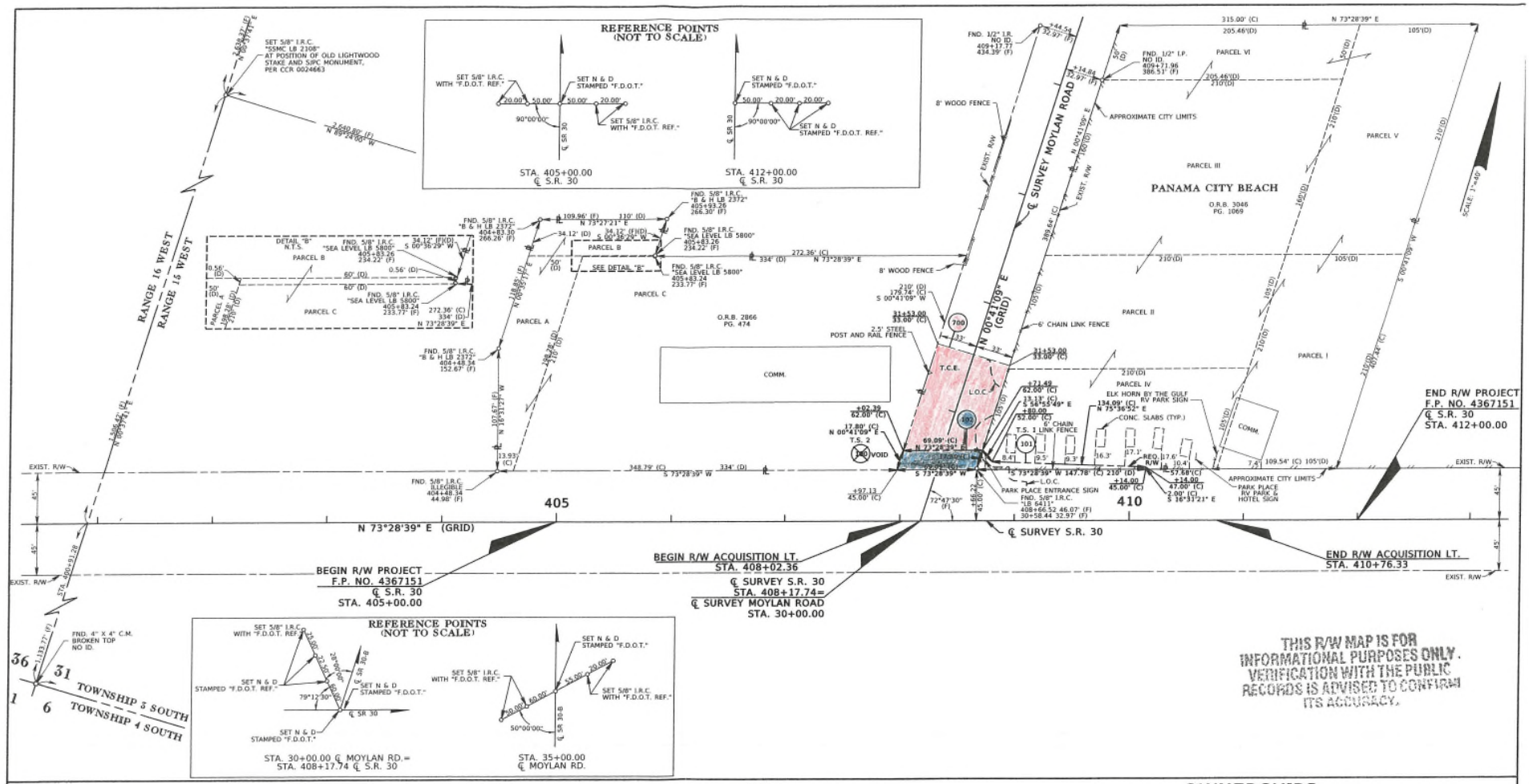
Date

EXHIBIT 1



ENGINEERING DIVISION BAY COUNTY GOVERNMENT CENTER 840 W. 11TH STREET PANAMA CITY, FL 32401 PHONE: (850) 248-8301	PARCELS AT MOYLAN ROAD & S.R. 30 VICINITY MAP					
	Scale N/A	Date Drawn 31 MAR. 17	By DJG	Checked By RZ	Project# N/A	Page 1 of 1

Drawing name: C:\Users\dgilbert\Desktop\Documents\EASEMENT AT MOYLAN ROAD & S.R.30.dwg ~ Date plotted: March 31, 2017 - 12:47pm



THIS R/W MAP IS FOR INFORMATIONAL PURPOSES ONLY. VERIFICATION WITH THE PUBLIC RECORDS IS ADVISED TO CONFIRM ITS ACCURACY.

TABLE OF OWNERSHIPS

PARCEL NO.	SHEET NO.	NAME	AREA TAKEN	REMAINDERS LEFT	REMAINDERS RIGHT	COMMENTS	RECORDING DATA
~~100~~	~~2~~	~~KAREN GRANT RESORT PROPERTIES, LLC~~	~~251 S.F.~~	~~1.691 AC.~~	~~0~~	VOID	
101	2	ZAMANTA III, INC.	750 S.F.	2.797 AC.	0		
102	2	BAY COUNTY, FLORIDA	-	-	-		
700	2	BAY COUNTY, FLORIDA	-	-	-	TEMPORARY CONSTRUCTION EASEMENT	

REVISIONS

REVISION	BY	DATE
VOIDED PARCEL 100	S.M.D.	02/14/17
REVISED PARCEL 101, 102, 700	S.M.D.	02/14/17

LEGEND

PARCEL NUMBER ID.	TYPE USE	PARCEL NUMBER ID.	TYPE USE
100-699	DEEDS OF ALL TYPES	800-899	PERPETUAL EASEMENTS
700-799	TEMPORARY EASEMENTS	900-999	LICENSE
1100	COUNTY PARCELS		

THIS MAP IS NOT A SURVEY
SEE SHEET ONE FOR CERTIFICATION, LEGEND AND GENERAL NOTES.
S.R. 30 (U.S. 98A) FRONT BEACH ROAD AT MOYLAN ROAD INTERSECTION

RIGHT OF WAY MAP	FLORIDA DEPARTMENT OF TRANSPORTATION SURVEYING AND MAPPING	APPROVED BY DISTRICT SURVEYOR	DATE 09/01/16	REVISION	BY	DATE	REVISED PARCEL 700	S.M.D.	02/14/17	PRELIM	J.D.F.	08/04/16	FED. PROJ. N/A	SECTION N/A	MAPS PREPARED BY: SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 1133 HIGHWAY 90 CHIPLEY, FL 32428 (850) 638-0796	DATA SOURCE: 4367151.ZIP	
							REVISED PARCELS 101 102	S.M.D	02/14/17	FINAL	J.D.F.	08/04/16	STATE ROAD NO. 30 (FRONT BEACH ROAD)	BAY COUNTY		SCALE: 1"=40'	
							VOIDED PARCEL 100	S.M.D	02/14/17	CHECKED	S.L.A.	08/08/16			F.P. NO. 4367151		SHEET 2 OF 2
							REVISION	BY	DATE								

Bay County Board of County Commissioners
Agenda Item Summary

FDOT request for Temporary Easement of SR 30 and Moylan Road- Parcel 700.1

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

MEETING DATE: 4/18/2017

REQUESTED MOTION/ACTION:
Board to review and approve a Resolution and Temporary Easement to the Florida Department of Transportation to assist in the SR 30 intersection improvements.

AGENDA
County Attorney - Consent

BUDGETED ITEM? N/A
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
No impact.

BACKGROUND:
The Florida Department of Transportation (FDOT) is projected to make intersection improvements to parcel 700.1, Highway 30, at the intersection of Front Beach Road and Moylan Road. In anticipation of the improvement project, FDOT has requested that Bay County execute a Resolution, Temporary Easement, and other related documents. Staff has reviewed the request and recommends that the Board sign the Resolution and Temporary Easement in favor of FDOT. Attached as **Exhibit 1** is The Resolution, Temporary Easement, and other related documents. Attached as **Exhibit 2** is the location map and FDOT parcel map.

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

ATTACHMENTS:

Description	Type
Resolution, Temporary Easement & Donation of Property	Cover Memo
Location Map & FDOT Parcel Map	Cover Memo

BSD.12 11/00

March 29, 2017

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

Parcel	700.1
Item/Segment No.	4367151
Managing District	3
S.R. No.	30
County	Bay

R E S O L U T I O N

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. 30, F.P. No. 4367151, in Bay County, Florida: and

WHEREAS, it is necessary that certain lands now owned by Bay County can be used temporarily by the State of Florida Department of Transportation: and

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

WHEREAS, the State of Florida Department of Transportation has requested that said County grant the State of Florida Department of Transportation permission to construct the project according to current construction plans, and said request has been duly considered.

NOW THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Bay County, that the request of the State of Florida Department of Transportation to construct the project according to current construction plan is granted, being for transportation to construct the project according to current construction plan is granted, being for transportation purposes which are in the public or community interest and for the public welfare.

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

08-TE.11-11/00

September 1, 2016

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

Legal description approved by,
Ron Gibson

Parcel	700.1
Item/Segment No.	4367151
Managing District	3
S.R. No.	30
County	Bay

TEMPORARY EASEMENT

THIS EASEMENT made this __ day of _____, 20__, by and between BAY COUNTY, a political subdivision of the State of Florida, grantor, and the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, its successors and assigns, grantee.

WITNESSETH that for and in consideration of the sum of One Dollar and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, the grantor hereby gives, grants, bargains and releases to the grantee, a temporary easement for the purpose of constructing the project according to current construction plans in, upon, over and through the following described land in Bay County, Florida, described as follows, viz:

All the rights and interest of Bay County, Florida, in and to the existing right of way of dedicated and used State Road 30, and the existing right of way of portions of Moylan Road and lying within the required right of way as shown on Florida Department of Transportation (F.D.O.T.) Right of Way Map F.P. No. 4367151, State Road 30, as filed in the F.D.O.T. District 3 Office, Chipley, Florida.

IT IS UNDERSTOOD and agreed by the parties hereto that the rights granted herein shall terminate upon completion of this transportation project, but no later than the last day of _____, 20__.

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

ATTEST:_____

Clerk (or Deputy Clerk)

Bay County, Florida,
By Its Board of County Commissioners

By:_____

Its Chairperson
(or Vice-Chairperson)

STATE OF FLORIDA

COUNTY OF BAY

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

_____

(Type/print or stamp name under signature)
Title or rank (Serial No., if any)_____

Affix Seal

575-030-12
RIGHT OF WAY
OGC – 10/16

Florida Department of Transportation

RICK SCOTT
GOVERNOR

JIM BOXOLD
SECRETARY

Donation of Property to the Florida Department of Transportation

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

ITEM/SEGMENT NO.:	4367151
MANAGING DISTRICT:	3
F.A.P. NO.:	N/A
STATE ROAD NO.:	30 (US 98A)
COUNTY:	Bay
PARCEL NO.:	700
INTEREST CONVEYED:	Temporary Easement

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

Owner's Signature

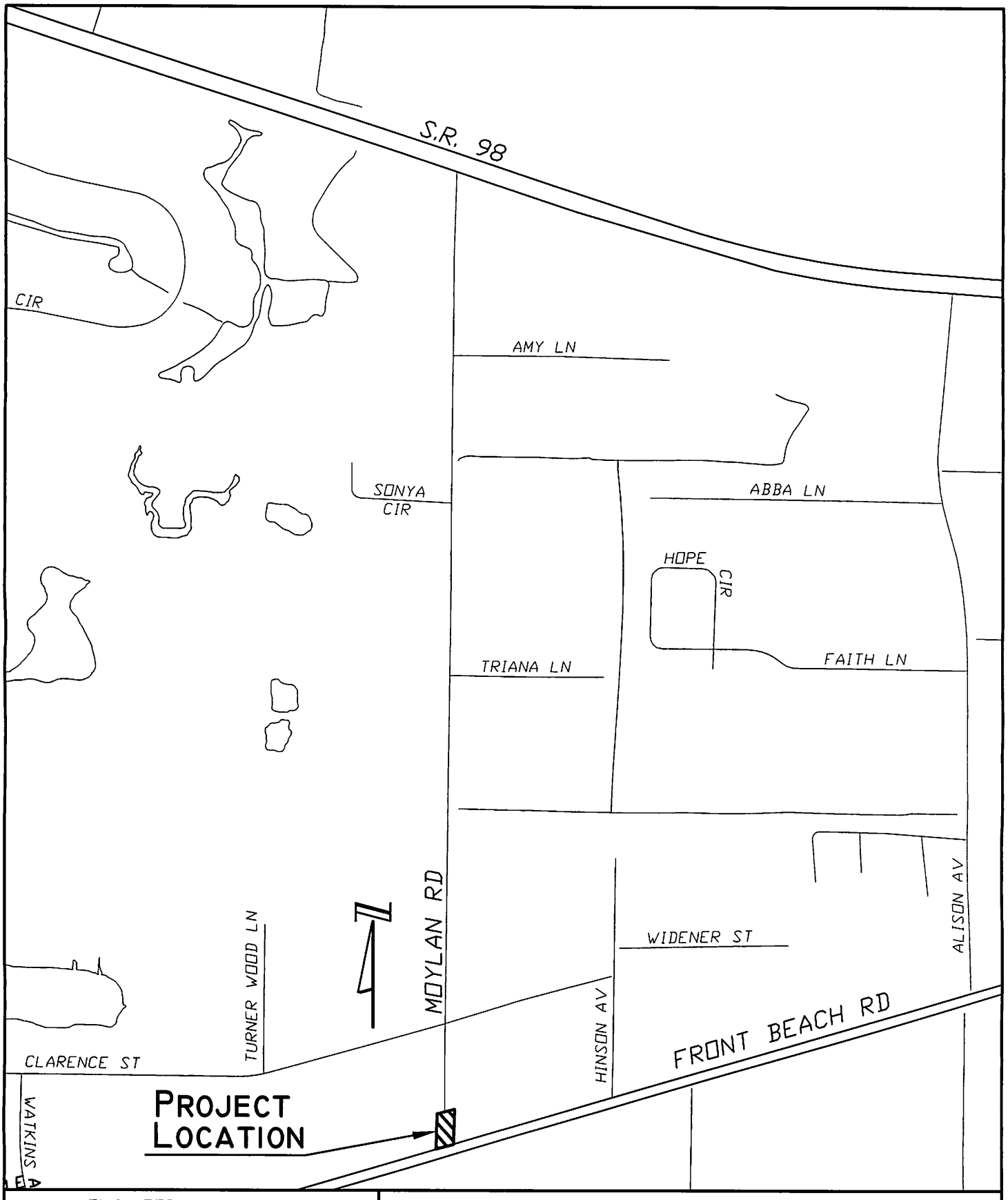
Type or Print Property Owner's Name

Street Address

City, State, Zip Code

Date

EXHIBIT 1



ENGINEERING DIVISION BAY COUNTY GOVERNMENT CENTER 840 W. 11TH STREET PANAMA CITY, FL 32401 PHONE: (850) 248-8301	PARCELS AT MOYLAN ROAD & S.R. 30 VICINITY MAP					
	Scale N/A	Date Drawn 31 MAR. 17	By DJG	Checked By RZ	Project# N/A	Page 1 of 1

Drawing name: C:\Users\dgilbert\Desktop\Documents\EASEMENT AT MOYLAN ROAD & S.R.30.dwg ~ Date plotted: March 31, 2017 - 12:47pm

Bay County Board of County Commissioners
Agenda Item Summary

FDOT request for County Deed for Hwy. 390 Widening Project-parcel 179.1

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

MEETING DATE: 4/18/2017

REQUESTED MOTION/ACTION:
Board to review and approve a Resolution and County Deed 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:
No impact.

BACKGROUND:
The Florida Department of Transportation (FDOT) project to widen Highway 390, parcel 179.1, is located on Highway 390, between Pennsylvania Avenue and Michigan Avenue, and is approximately 1.377 acres. In anticipation of the widening project, FDOT has requested that Bay County execute a Resolution, County Deed, and other related documents. Staff has reviewed the request and recommends that the Board sign the Resolution and County Deed in favor of FDOT. Attached as **Exhibit 1** is the Resolution, County Deed, and other related documents. Attached as **Exhibit 2** is the location map and FDOT parcel map.

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

ATTACHMENTS:

Description	Type
Resolution, County Deed, Donation of Property	Cover Memo
Location Map & FDOT Parcel Map	Cover Memo

BSD.12 11/00

March 29, 2017

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

Parcel	179.1
Item/Segment No.	2178754
Managing District	3
S.R. No.	390
County	Bay

R E S O L U T I O N

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 lands now owned by Bay County be acquired by the State of Florida Department of Transportation: and

WHEREAS, said property is not needed for County purposes: 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 deed, in favor of the State of Florida Department of Transportation, conveying all rights, title and interest that said County has in and to said lands required for transportation purposes, and said request having been duly executed.

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 deed, is for transportation purposes which are in the public or community interest and for public welfare and the land needed for transportation purposes is not needed for county purposes; that a deed , in favor of the State of Florida Department of Transportation conveying all right, title and interest of Bay county in and to said lands should be drawn and executed by this Board of County Commissioners. Consideration shall be $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

03-BSD.03-11/00

March 29, 2107

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

Parcel	179.1
Item/Segment	2178754
Managing District	3
S.R. No.	390
County	Bay

COUNTY DEED

THIS DEED, Made this _____ day of _____ 20___, by BAY COUNTY, a political subdivision of the State of Florida, grantor, to the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, whose address is Post Office Box 607, Chipley, Florida 32428, grantee: (wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of organizations.)

WITNESSETH: That the said grantor, for and in consideration of the sum of $1.00 and other valuable considerations, receipt and sufficiency being hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situated in Bay County, Florida, viz:

Lots 7-14, Block 220, Plat No. 1 Lynn Haven, as per plat recorded in Plat Book 5, Page 9 of the Public Records of Bay County, Florida, being in Section 9, Township 3 South, Range 14 West, Bay County, Florida;

Containing 1.377 acres, more or less.

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

TO HAVE AND TO HOLD, the same in fee simple forever.

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

Attest:

_____
Bill Kinsaul, Clerk of the Court

Board of Bay County Commissioners

_____
William T. Dozier, Chairman

Approved to Form:

_____
County Attorney's Office

STATE FLORIDA
COUNTY OF BAY

The foregoing instrument was acknowledged before me this _____ day of _____ 20___, by, William T. Dozier, 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: _____

575-030-12
RIGHT OF WAY
OGC – 02/17

Florida Department of Transportation

RICK SCOTT
GOVERNOR

RACHEL D. CONE
INTERIM SECRETARY

Donation of Property to the Florida Department of Transportation

Bay County
840 West 11th Street
Panama City, FL 32428

ITEM/SEGMENT NO.:	2178754
MANAGING DISTRICT:	3
F.A.P. NO.:	N/A
STATE ROAD NO.:	390
COUNTY:	Bay
PARCEL NO.:	179
INTEREST CONVEYED:	County Deed

This is to advise that the undersigned, as owner of the property or property interest referenced above and as shown on Right of Way maps for referenced project, desires to make a voluntary donation of said property or property interest to the State of Florida for the use and benefit of the Florida Department of Transportation.

The undersigned hereby acknowledges that he/she has been fully advised by a Department representative of his/her right to have the referenced property or property interest appraised, to accompany the appraiser during the appraisal inspection of the property, to receive full compensation for the above referenced property, and to receive reimbursement for reasonable fees and costs incurred, if any. Having been fully informed of the above rights, I hereby waive those rights unless otherwise noted below.

Owner's Signature

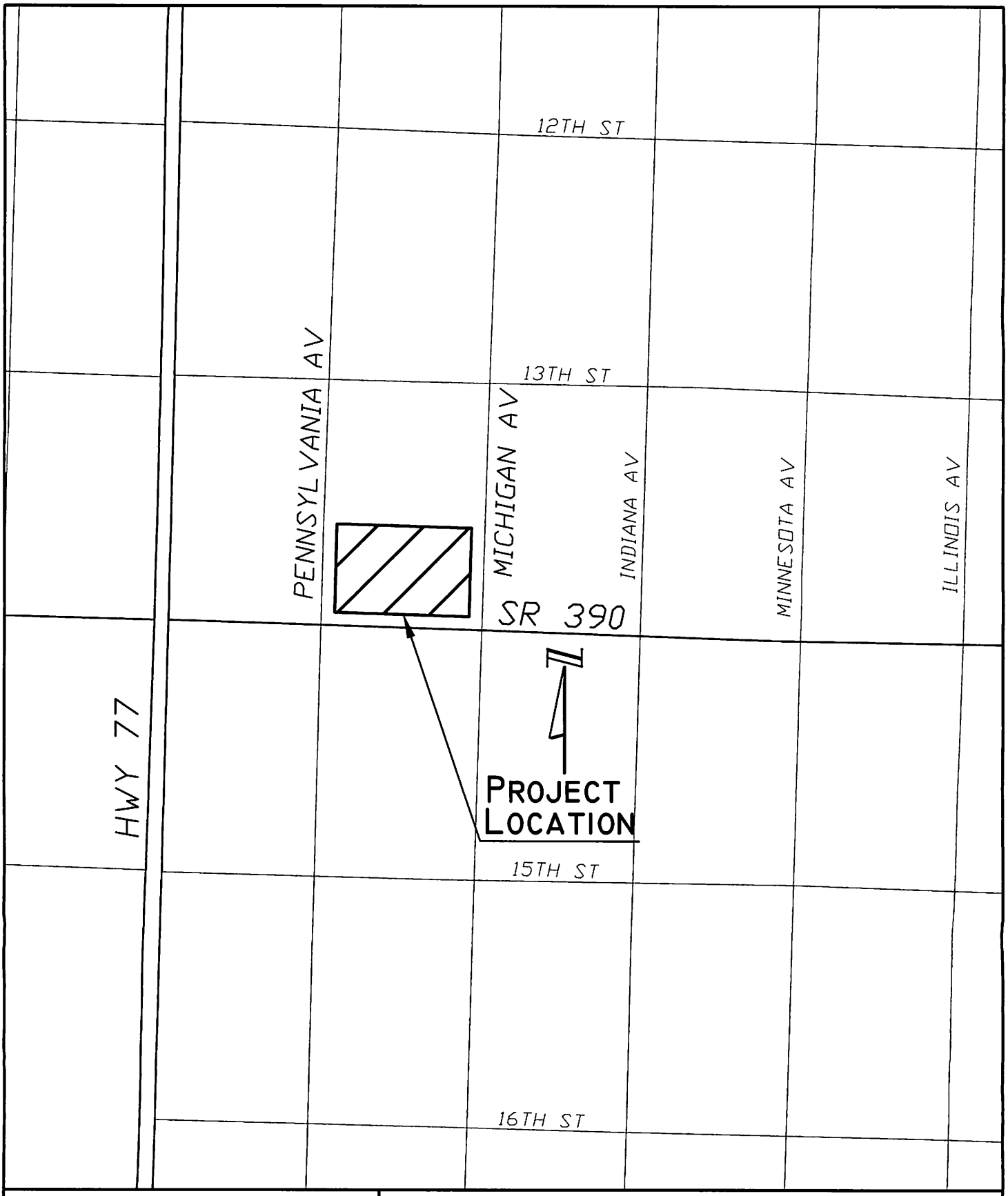
Type or Print Property Owner's Name

Street Address

City, State, Zip Code

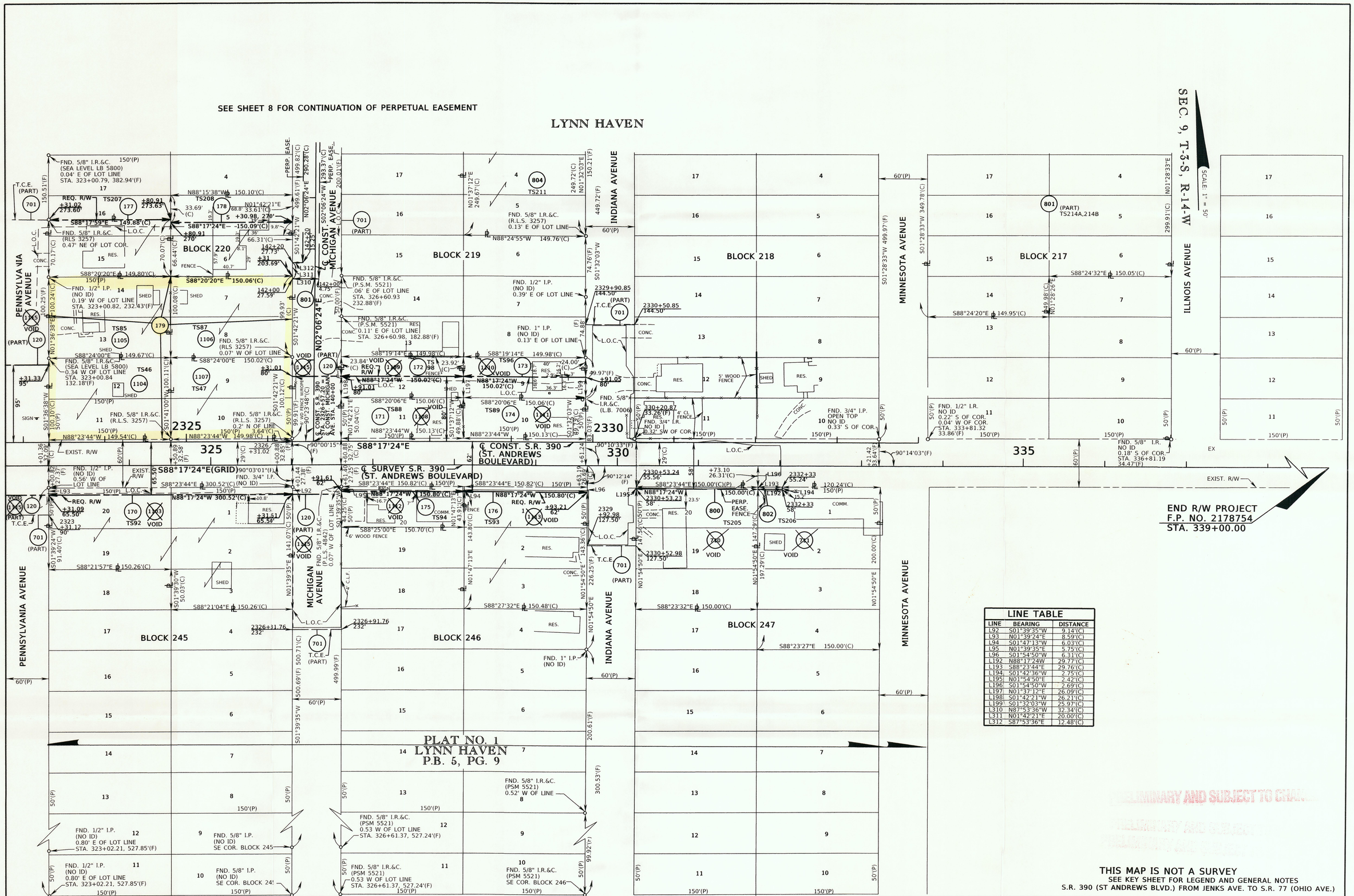
Date

EXHIBIT 1



ENGINEERING DIVISION BAY COUNTY GOVERNMENT CENTER 840 W. 11TH STREET PANAMA CITY, FL 32401 PHONE: (850) 248-8301	PARCEL ON HWY 390 BETWEEN PENNSYLVANIA AVE. & MICHIGAN AVE. VICINITY MAP					
	Scale N/A	Date Drawn 31 MAR. 17	By DJG	Checked By RZ	Project# N/A	Page 1 of 1

Drawing name: S:\LD3\Z DANNYs LOCATION MAPs. DWGs\PDF LOCATION MAPS\VICINITY MAP BETWEEN PENN. AVE. & MICH. AVE. ON HWY 390 (DJG 31 MAR.17).dwg ~ Date plotted: March 31, 2017 - 12:11pm



LINE TABLE

LINE	BEARING	DISTANCE
L92	S01°39'35"W	9.14'(C)
L93	N01°39'24"E	8.59'(C)
L94	S01°47'13"W	6.03'(C)
L95	N01°39'35"E	5.75'(C)
L96	S01°54'50"W	6.31'(C)
L192	N88°17'24W	29.77'(C)
L193	S88°23'44"E	29.76'(C)
L194	S01°42'36"W	2.75'(C)
L195	N01°54'50"E	2.42'(C)
L196	S01°54'50"W	2.69'(C)
L197	N01°37'12"E	26.09'(C)
L198	S01°42'21"W	26.21'(C)
L199	S01°32'03"W	25.97'(C)
L310	N87°53'36"W	32.34'(C)
L311	N01°42'21"E	20.00'(C)
L312	S87°53'36"E	12.48'(C)

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

APPROVED BY: DISTRICT SURVEYOR — DATE: 7-1-15

REVISION	BY	DATE
REV. PARCEL 801	T.M.B.	1-9-17
ADD PARCELS 170-176,179	T.M.B.	1-6-17
VOID P. 1103, 1108-1113	T.M.B.	1-3-17
ADDED SHEET	T.M.B.	1-3-17
VOID 710 & 711 -	J.L.B.	6-22-16
ADD 800 & 802	J.L.B.	6-22-16
ADD. TOPO, REV. MON.	T.M.B.	1-16-16
ADDED TOPO	T.M.B.	10-19-15

	BY	DATE
PRELIM	T.M.B.	2-2-15
FINAL	T.M.B.	4-20-15
CHECKED	I.L.C.	4-13-15

FED. PROJ. N/A — SECTION N/A
STATE ROAD NO. 390 — BAY COUNTY
F.P. NO. 2178754

MAPS PREPARED BY: DRMP, INC. 1096 HIGHWAY 90 CHIPLEY, FLORIDA 32428
DATA SOURCE: IOB390.GPK, DB2178754
SCALE: 1" = 50'
SHEET 7 OF 11

THIS R/W MAP IS FOR INFORMATIONAL PURPOSES ONLY.

Bay County Board of County Commissioners
Agenda Item Summary

First Amendment to Gulf Coast Children's Advocacy Center 2017 Funding Agreement

DEPARTMENT MAKING REQUEST/NAME:	**MEETING DATE:** 4/18/2017
County Attorney's Office, Holly K. Melzer, Assistant County Attorney	

REQUESTED MOTION/ACTION:
Board approve and authorize the Chairman to sign the First Amendment to the Gulf Coast Children's Advocacy Center 2017 Funding Agreement for Community Services.

AGENDA	**BUDGETED ITEM?** No
County Attorney - Consent	BUDGET ACTION: A Budget Amendment has been prepared in the amount of $29,117 to recognize additional funding. FINANCIAL IMPACT SUMMARY STATEMENT: The total impact will be $79,117 to the General Fund. However, $50,000 has already been budgeted in the original FY 2017 budget.

BACKGROUND:
Pursuant to Fla. Stat. §39.304(5), Florida Statutes, the county in which a child is a resident shall bear the initial costs of the examination of the allegedly abused, abandoned, or neglected child; however, the parents or legal custodian of the child shall be required to reimburse the County for the cost of such examination. Accordingly, on October 4, 2016 the Board approved a funding agreement whereby the County agreed to pay Gulf Coast Children's Advocacy Center ("GCCAC") for the diagnostic/evaluation services performed on eligible children. The County and GCCAC estimated that the total amount for such services during the one-year contract term to be $50,000.00.

GCCAC has requested additional funding to support GCCAC's in-house Advanced Registered Nurse Practitioner who provides services to children suspected or verified to be victims of abuse, abandonment, and/or neglect, pursuant to Florida Statutes §39.304. Therefore, the First Amendment **(EXHIBIT 1)** provides the agency the fixed sum of $79,116.64 for such services performed on eligible children by GCCAC's ARNP to help subsidize the ARNP's salary. The County has paid GCCAC a total amount of $19,250.00 under the original FY17 Funding Agreement; therefore, the County will pay the agency $59,866.64, payable in monthly installments during the remainder of the term of the Funding Agreement.

ATTACHMENTS:

Description	Type

First Amendment to
Gulf Coast Children's Advocacy Center, Inc.'s
2017 Funding Agreement for Community Services

This First Amendment to the Funding Agreement for Community Services is entered into on April 18, 2017 by and between the Bay County Board of County Commissioners, at 840 W. 11th St., Panama City, Florida 32401 ("County"), and Gulf Coast Children's Advocacy Center, Inc. a not-for-profit Florida corporation, hereinafter referred to as the "Agency".

1. Intent

The County and Agency entered into a Funding Agreement for Community Services on October 1, 2016 ("Funding Agreement"). This amendment is necessary to allow for additional funding to support the Agency's in-house Advanced Registered Nurse Practitioner ("ARNP") who provides services to eligible children pursuant to Florida Statutes §39.304.

2. Amendments

a) Section 4, titled "Compensation" of the agreement is hereby deleted and replaced with the following language:

4. COMPENSATION:

(a) The County agrees to pay to the Agency the sum of $79,116.64 for diagnostic/evaluation services (the "Services") performed on eligible children by the Agency's in-house ARNP per Florida Statutes §39.304. Such sum shall be payable in monthly payments.

(b) The County agrees to reimburse the Agency the amount of any Services provided on eligible children by a healthcare provider outside the Agency; provided, however, the amount paid shall be based on the invoices submitted by the healthcare provider. The Agency shall submit, within fifteen (15) working days after the end of each month, an invoice to the County Budget Office for review and authorization for payment. All requests for reimbursement of payments shall be accompanied by an affidavit, a form of which is attached as **EXHIBIT A**. Payment by the County shall be subject to the Florida Prompt Payment Act.

Notwithstanding the foregoing, the Agency shall make a good faith effort to provide the Services by the Agency's in-house ARNP and Services provided by a healthcare provider outside the Agency shall only be used on a limited, as-needed basis.

(c) In the event the Agency or the Department of Health recovers the costs of such examination from the parent or legal guardian of the child, the Agency shall reimburse the County.

b) A new Section 16, captioned "Outside Funding Sources," shall be added to the Funding Agreement, as follows:

Section 16 OUTSIDE FUNDING SOURCES.

The Agency shall make a good faith effort to obtain additional revenue to offset the cost of the Agency's in-house ARNP.

3. Survival of Other Provisions

All other provisions of the original Funding Agreement not amended by this First Amendment shall remain in effect.

4. Effect of Amendment

The effective date of this Amendment is *nunc pro tunc* to October 1, 2016. The County has paid the Agency a total amount of $19,250.00 under the original Funding Agreement in FY17. Accordingly, the County will pay the Agency $59,866.64, payable in monthly installments in accordance with the terms of the amended Section 4 of the Funding Agreement, during the remainder of the term of the Funding Agreement.

IN WITNESS WHEREOF, the parties have made and executed this First Amendment as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
BAY COUNTY FLORIDA

By: _____
William T. Dozier, Chairman

ATTEST:

_____
Bill Kinsaul, Clerk of Court

Approved as to form:

_____
County Attorney's Office

GULF COAST CHILDREN'S
ADVOCACY CENTER, INC.

_____
Lori Allen, Executive Director

EXHIBIT 1

EXHIBIT A

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF BAY

BEFORE ME appeared the undersigned who having been sworn states the following:

1. I hereby certify that_____ number of medical examinations have been performed pursuant to Florida Statute §39.304 by a healthcare provider independent of the Agency and all examinations were investigations into allegations of child abuse, abandonment, or neglect.

2. As a result of these examinations, I have concluded that all referenced allegations of abuse, abandonment, or neglect, are in no way related to any allegation of sexual abuse as defined in Florida Statute §960.28.

3. Attached hereto as **Exhibit 1** are the case numbers for the exams that have been performed and being requested for reimbursement.

Further Affiant Sayeth Not.

_____

Sworn to and subscribed before me this _____ day of _____, 20___ by
_____

_____

Notary Public
My Commission Expires:_____

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

Bay County Board of County Commissioners
Agenda Item Summary

Hwy 2301 Fire Station (Bayou George) Wind Retrofit Project Contract Award

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

MEETING DATE: 4/18/2017

REQUESTED MOTION/ACTION:
Board: 1) Approve and authorize the Chairman to execute a contract with Anderson Construction Company of N. Florida for the Hwy 2301 Fire Station Wind Retrofit Project; and, 2) Authorize contingency funds in the amount of $ 24,975.00 (10%). **(DISTRICT IV)**

AGENDA
Public Works - Consent

BUDGETED ITEM? No
BUDGET ACTION:
A budget amendment will be needed to recognize the grant funds and place them in the appropriate expenditure account line.
FINANCIAL IMPACT SUMMARY STATEMENT:
There will be no impact to local funds.

BACKGROUND:
On March 3, 2016 the Board authorized funding agreements for hazard mitigation projects associated with DR4138 (2013) flooding which included the Hwy 2301 Fire Station.

Invitation to Bid (ITB) 17-14 Hwy 2301 (Bayou George) Fire Station Wind Retrofit was advertised on February 10, 2017 and a pre-bid meeting was held on February 22, 2017. The following three (3) responses were received and opened on March 13, 2017.

Bidder	Base Bid
Anderson Construction Company of N. Florida	$ 249,774.00
Hall Contracting & Construction, Inc.	$ 257,539.00
ReliantSouth Construction Group, Inc.	$ 269,687.00

Staff has evaluated the bids and Anderson Construction Company of N. Florida was the lowest, responsive, responsible bidder for the Hwy 2301 Fire Station Wind Retrofit Project.

Therefore, staff recommends the Board approve and authorize the Chairman execute a contract (**EXHIBIT 1**) with Anderson Construction Company of N. Florida for the Hwy 2301 Fire Station Wind Retrofit Project.

ATTACHMENTS:

Description	Type
Exhibit 1 Anderson Hwy 2301 Fire Station Wind Retrofit Contract	Cover Memo

CONTRACT
17-14 HIGHWAY 2301 FIRE STATION WIND RETROFIT
FEMA PROJECT: 4138-15-A

This Contract, dated April 4, 2017 is between the Bay County Board of Commissioners, located at 840 West 11th Street, Panama City, FL 32401 ("County"), and Anderson Construction Company of North Florida, located at 1729 St. Andrews Blvd., Panama City, FL 32405 ("Contractor").

1. Scope of Work

The County desires to hire Contractor to provide all necessary labor, supervision, equipment, and supplies to perform a wind retrofit on the Bay County Fire Station located at 9033 Highway 2301, Youngstown, FL 32466. The Contractor shall be responsible for complete furnishing and installing of construction materials including site preparation, demolition, disposal, building construction with insulation, and all other work associated with the complete construction, site restoration and clean-up.

The Contractor will perform those services in accordance with the VBA Design, Inc. Specifications and Structural Report included as **Exhibit 1** and VBA Design, Inc. Project Plans included as **Exhibit 2**.

The project is being funded by a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) (#17HM-9J-01-13-01-315) FEMA Project Number 4138-15-A, **Exhibit 3**. It is imperative that the Contractor examine and become familiar with the grant as funding for the project has been made possible through this grant and is contingent on strict conformance to the guidelines set forth by FEMA. The Contractor and all subcontractors shall comply with the Federal Regulations Contract Requirements attached as **Exhibit 4**.

The Contractor hereby agrees to provide the following services to the County according to 17-14 Highway 2301 Fire Station Wind Retrofit said documents being incorporated into this agreement as if fully set out herein, and the Contractors response thereto, said documents being attached as **Exhibit 5**, to the extent they are not inconsistent with this Agreement.

2. Term

This Contract shall commence upon the date of receipt of the “Notice to Proceed” and work shall be completed in 180 calendar days. 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 lump sum base bid of $249,774.00 contained in the Contractor’s price proposal.

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

4. Payments

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 Contractor cannot submit their monthly invoice on time, the Contractor shall notify the County, prior to the due date the reason for the delay and the planned submittal date.

The Contractor shall submit to the County a schedule of values for the project. 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) days after approval of the Project Manager and submitted to the County. Ten percent (10%) retainage shall be held at the discretion of the County and the Project Manager; the 10% retainage shall be reduced to 5% at 50% completion of the work.

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.

Final Payment - Final payment constituting the unpaid balance of the cost of the Project and the Contractor's fee, shall be due and payable within 45 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 Project Manager 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.

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 less a retainage of ten percent (10%). If there should remain items to be completed, the Contractor and Project Manager shall list those items required for completion and the Contractor shall require the retainage of a sum equal to 150% of the estimated cost of completing any unfinished items, provided that said unfinished items are listed separately and the estimated cost of completing any unfinished items likewise listed separately. Thereafter, The Contractor shall pay to the subcontractors, monthly; the amount retained for each incomplete item after each of said items is completed. Before issuance of final payment without any retainage, the subcontractor shall submit satisfactory evidence that all payrolls, material bills and other indebtedness connected with the Project have been paid or otherwise satisfied, warranty information is complete, as-built markups have been submitted and instruction for the County's operating and maintenance personnel is complete. Final payment may be made to certain select subcontractors who work is satisfactorily completed prior to the total completion of the Project but only upon approval of the County.

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 and the Project Manager 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 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.

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:

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

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.

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.

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.

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.

9. 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.

10. 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.

11. Laws, Rules and Regulations

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.

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.

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.

12. 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 6** to this Contract and incorporated by reference.

13. Hold Harmless and Indemnification

The Contractor shall indemnify and hold harmless the County, its 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.

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

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

This section survives termination or expiration of this Contract.

14. Duty to Pay Defense Costs and Expenses

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.

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.

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.

This section survives termination or expiration of this Contract.

15. 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 Facilities Maintenance
Attn: Jason Jowers
840 W. 11th Street
Panama City, FL 32401

For the Contractor:
Anderson Construction Company of N. FL.
Attn: Garrett Anderson
PO Box 16226
Panama City, FL 32406

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.

16. 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.

17. 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.

18. Termination for Cause

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.

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.

Failure of the Contractor to comply with the provision of Section 11 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.

19. 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.

20. 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.

21. 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.

22. Governing Law & Venue

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

[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

ANDERSON CONSTRUCTION
COMPANY OF NORTH FLORIDA

By: _____
(Authorized Representative)
Its: _____

State of _____
County of _____

This Contract was acknowledged and subscribed before me the undersigned notary this _____ day of _____, 2017, by Garrett Anderson, as President of Anderson Construction Company of North Florida and with proper authority, and who is personally known by me or produced identification of _____.

_____
Notary Public

EXHIBITS:
1. VBA Design, Inc. Specifications and Structural Report
2. VBA Design, Inc. Project Plans
3. HMGP # 17HM-9J-01-13-01-315
4. Federal Regulations Contract Requirements
5. Contractor's Response to ITB 17-14
6. Insurance Requirements

EXHIBIT 1
VBA DESIGN, INC.
SPECIFICATIONS AND STRUCTURAL REPORT

SPECIFICATIONS and STRUCTURAL REPORT
for
Highway 2301 Fire Station Wind Retrofit Project

FEMA Project #4138-15-R
Bay County Project Number: 15-39
VBA Project Number: 1520
February 2016

2424 Jenks Avenue, Suite B
Panama City, Florida 32405
T (850) 769-3357 F (850) 763-0410

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APPENDIX A

STRUCTURAL ENGINEER'S REPORT

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SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.

B. Related Requirements:

1. Section 011000 "Summary" for restrictions on use of the premises, Owner-occupancy requirements, and phasing requirements.
2. Section 017300 "Execution" for cutting and patching procedures.
3. Section 013516 "Alteration Project Procedures" for general protection and work procedures for alteration projects.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.

B. Remove and Salvage: Detach items from existing construction, in a manner to prevent damage, and deliver to Owner ready for reuse or to store.

C. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

E. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

A. Unless otherwise indicated, demolition waste becomes property of Contractor.

B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

A. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's and other tenants' on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

B. Warranties: Documentation indicating that existing warranties are still in effect after completion of selective demolition.

1.7 FIELD CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.

D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.

1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.

E. Storage or sale of removed items or materials on-site is not permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

1.8 COORDINATION

A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - EXECUTION

2.1 EXAMINATION

A. Verify that utilities have been disconnected and capped before starting selective demolition operations.

2.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.

2.3 PROTECTION

A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.
5. Comply with requirements for temporary enclosures, dust control, heating, and cooling specified in Section 015000 "Temporary Facilities and Controls."

B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

C. Remove temporary barricades and protections where hazards no longer exist.

2.4 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.

B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

2.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Roofing: Remove no more existing roofing than what can be covered in one day by new roofing and so that building interior remains watertight and weathertight.

2.6 DISPOSAL OF DEMOLISHED MATERIALS

A. Remove demolition waste materials from Project site.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

2.7 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

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SECTION 074113.16 - STANDING-SEAM METAL ROOF PANELS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes standing-seam metal roof panels.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site

1. Meet with Owner, Architect, Owner's insurer if applicable, metal panel Installer, metal panel manufacturer's representative, structural-support Installer, and installers whose work interfaces with or affects metal panels, including installers of roof accessories and roof-mounted equipment.
2. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
3. Review methods and procedures related to metal panel installation, including manufacturer's written instructions.
4. Examine support conditions for compliance with requirements, including alignment between and attachment to structural members.
5. Review structural loading limitations of deck, purlins and rafters during and after roofing.
6. Review flashings, special details, drainage, penetrations, equipment curbs, and condition of other construction that affect metal panels.
7. Review governing regulations and requirements for insurance, certificates, and tests and inspections if applicable.
8. Review temporary protection requirements for metal panel systems during and after installation.
9. Review procedures for repair of metal panels damaged after installation.
10. Document proceedings, including corrective measures and actions required, and furnish copy of record to each participant.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each type of panel and accessory.

B. Shop Drawings:

1. Include fabrication and installation layouts of metal panels; details of edge conditions, joints, panel profiles, corners, anchorages, attachment system, trim, flashings, closures, and accessories; and special details.
2. Accessories: Include details of the flashing, trim, and anchorage systems, at a scale of not less than 1-1/2 inches per 12 inches (1:10).

C. Samples for Initial Selection: For each type of metal panel indicated with factory-applied color finishes.

1. Include similar Samples of trim and accessories involving color selection.

D. Samples for Verification: For each type of exposed finish required, prepared on Samples of size indicated below.

1. Metal Panels: 12 inches (305 mm) long by actual panel width. Include clips, fasteners, closures, and other metal panel accessories.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Product Test Reports: For each product, for tests performed by a qualified testing agency.

C. Field quality-control reports.

D. Sample Warranties: For special warranties.

1.6 CLOSEOUT SUBMITTALS

A. Maintenance Data: For metal panels to include in maintenance manuals.

1.7 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer.

B. Florida Product Approval: Provide roofing system with a Florida Product Approval: Number based on required testing for HVZ.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver components, metal panels, and other manufactured items so as not to be damaged or deformed. Package metal panels for protection during transportation and handling.

B. Unload, store, and erect metal panels in a manner to prevent bending, warping, twisting, and surface damage.

C. Stack metal panels horizontally on platforms or pallets, covered with suitable weathertight and ventilated covering. Store metal panels to ensure dryness, with positive slope for drainage of water. Do not store metal panels in contact with other materials that might cause staining, denting, or other surface damage.

D. Retain strippable protective covering on metal panels during installation.

1.9 FIELD CONDITIONS

A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit assembly of metal panels to be performed according to manufacturers' written instructions and warranty requirements.

1.10 COORDINATION

A. Coordinate sizes and locations of roof curbs, equipment supports, and roof penetrations with actual equipment provided.

B. Coordinate metal panel installation with rain drainage work, flashing, trim, construction of soffits, and other adjoining work to provide a leakproof, secure, and noncorrosive installation.

1.11 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace components of metal panel systems that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Structural failures including rupturing, cracking, or puncturing.
b. Deterioration of metals and other materials beyond normal weathering.

2. Warranty Period: Two years from date of Substantial Completion.

B. Special Warranty on Panel Finishes: Manufacturer's standard form in which manufacturer agrees to repair finish or replace metal panels that show evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:

a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 20 years from date of Substantial Completion.

C. Special Weathertightness Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace standing-seam metal roof panel assemblies that fail to remain weathertight, including leaks, within specified warranty period.

1. Warranty Period: 20 from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Energy Performance: Provide roof panels that are listed on the EPA/DOE's ENERGY STAR "Roof Product List" for low or steep-slope roof products based on existing slope.

B. Energy Performance: Provide roof panels according to one of the following when tested according to CRRC-1:

1. Three-year, aged solar reflectance of not less than 0.55 and emissivity of not less than 0.75.
2. Three-year, aged Solar Reflectance Index of not less than 64 when calculated according to ASTM E 1980.

C. Structural Performance: Provide metal panel systems capable of withstanding the effects of the following loads, based on testing according to ASTM E 1592:

1. Wind Loads: As indicated on Drawings.
2. Deflection Limits: For wind loads, no greater than **1/240** of the span.

D. Air Infiltration: Air leakage of not more than 0.06 cfm/sq. ft. (0.3 L/s per sq. m) when tested according to ASTM E 1680 at the following test-pressure difference:

1. Test-Pressure Difference: **6.24 lbf/sq. ft. (300 Pa)**.

E. Water Penetration under Static Pressure: No water penetration when tested according to ASTM E 1646 at the following test-pressure difference:

1. Test-Pressure Difference: **6.24 lbf/sq. ft. (300 Pa)**.

F. Hydrostatic-Head Resistance: No water penetration when tested according to ASTM E 2140.

G. Wind-Uplift Resistance: Provide metal roof panel assemblies that comply with UL 580 for wind-uplift-resistance class indicated.

H. FM Global Listing: Provide metal roof panels and component materials that comply with requirements in FM Global 4471 as part of a panel roofing system and that are listed in FM Global's "Approval Guide" for Class 1 or noncombustible construction, as applicable. Identify materials with FM Global markings.

1. Fire/Windstorm Classification: Class 1A-135.
2. Hail Resistance: SH.

I. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change (Range): 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces

2.2 STANDING-SEAM METAL ROOF PANELS

A. General: Provide factory-formed metal roof panels designed to be installed by lapping and interconnecting raised side edges of adjacent panels with joint type indicated and mechanically attaching panels to supports using concealed clips in side laps. Include clips, cleats, pressure plates, and accessories required for weathertight installation.

1. Aluminum Panel Systems: Unless more stringent requirements are indicated, comply with ASTM E 1637.

B. Vertical-Rib, Snap-Joint, Standing-Seam Metal Roof Panels: Formed with vertical ribs at panel edges and intermediate stiffening ribs symmetrically spaced between ribs; designed for sequential installation by mechanically attaching panels to supports using concealed clips located under one side of panels, engaging opposite edge of adjacent panels, and snapping panels together.

1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
2. Basis-of-Design Product: Subject to compliance with requirements, provide Superlok, MBCI; a division of NCI Building Systems, L.P. or comparable product by one of the Following:
   a. Petersen Aluminum Corp., Snap Clad Panel 040 Aluminum.
   b. Berridge Manufacturing Company.
   c. CENTRIA Architectural Systems.
   d. Firestone Metal Products, LLC.
   e. IMETCO.
   f. MBCI; a division of NCI Building Systems, L.P., Superlok
   g. Morin; a Kingspan Group company.
   h. Petersen Aluminum Corporation.

C. Aluminum Sheet: Coil-coated sheet, ASTM B 209 (ASTM B 209M), alloy as standard with manufacturer, with temper as required to suit forming operations and structural performance required.

a. Thickness: **0.040 inch (1.02 mm)**.
b. Surface: Smooth, flat finish.
c. Exterior Finish: Three-coat fluoropolymer
d. Color: As selected by Architect from manufacturer's full range

2. Clips: One-piece fixed to accommodate thermal movement.

   a. Material: **0.064-inch- (1.63-mm-)** nominal thickness, zinc-coated (galvanized) or aluminum-zinc alloy-coated steel sheet.

3. Panel Coverage: **16 inches (406 mm)**
4. Panel Height: **1.75 inches (44 mm)**

2.3 UNDERLAYMENT MATERIALS

A. Self-Adhering, High-Temperature Underlayment: Provide self-adhering, cold-applied, sheet underlayment, a minimum of 30 mils (0.76 mm) thick, consisting of slip-resistant, polyethylene-film top surface laminated to a layer of butyl or SBS-modified asphalt adhesive, with release-paper backing. Provide primer when recommended by underlayment manufacturer.

1. Thermal Stability: Stable after testing at 240 deg F (116 deg C); ASTM D 1970.
2. Low-Temperature Flexibility: Passes after testing at minus 20 deg F (29 deg C); ASTM D 1970.
3. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Grace Construction Products, a unit of W. R. Grace & Co.; Grace Ice and Water Shield HT.
   b. Henry Company; Blueskin PE200 HT.
   c. Kirsch Building Products, LLC; Sharkskin Ultra SA.
   d. Metal-Fab Manufacturing, LLC; MetShield.
   e. Owens Corning; WeatherLock Metal High Temperature Underlayment.

B. Felt Underlayment: ASTM D 226/D 22M, Type II (No. 30), asphalt-saturated organic felts.

C. Slip Sheet: Manufacturer's recommended slip sheet, of type required for application.

2.4 MISCELLANEOUS MATERIALS

A. Miscellaneous Metal Subframing and Furring: ASTM C 645; cold-formed, metallic-coated steel sheet, ASTM A 653/A 653M, G90 (Z275 hot-dip galvanized) coating designation or ASTM A 792/A 792M, Class AZ50 (Class AZM150) coating designation unless otherwise indicated. Provide manufacturer's standard sections as required for support and alignment of metal panel system.

B. Panel Accessories: Provide components required for a complete, weathertight panel system including trim, copings, fasciae, mullions, sills, corner units, clips, flashings, sealants, gaskets, fillers, closure strips, and similar items. Match material and finish of metal panels unless otherwise indicated.

1. Closures: Provide closures at eaves and ridges, fabricated of same metal as metal panels.
2. Backing Plates: Provide metal backing plates at panel end splices, fabricated from material recommended by manufacturer.
3. Closure Strips: Closed-cell, expanded, cellular, rubber or crosslinked, polyolefin-foam or closed-cell laminated polyethylene; minimum 1-inch- (25-mm-) thick, flexible closure strips; cut or premolded to match metal panel profile. Provide closure strips where indicated or necessary to ensure weathertight construction.

C. Flashing and Trim: Provide flashing and trim formed from same material as metal panels as required to seal against weather and to provide finished appearance. Locations include, but are not limited to, eaves, rakes, corners, bases, framed openings, ridges, fasciae, and fillers. Finish flashing and trim with same finish system as adjacent metal panels.

D. Gutters: Formed from same material as roof panels, complete with end pieces, outlet tubes, and other special pieces as required. Fabricate in minimum 96-inch- (2400-mm-) long sections, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Furnish gutter supports spaced a maximum of 36 inches (914 mm) o.c., fabricated from same metal as gutters. Provide wire ball strainers of compatible metal at outlets. Finish gutters to match metal roof panels.

E. Downspouts: Formed from same material as roof panels. Fabricate in 10-foot- (3-m-) long sections, complete with formed elbows and offsets, of size and metal thickness according to SMACNA's "Architectural Sheet Metal Manual." Finish downspouts to match gutters.

F. Roof Curbs: Fabricated from same material as roof panels, 0.048-inch (1.2-mm) nominal thickness; with bottom of skirt profiled to match roof panel profiles and with welded top box and integral full-length cricket. Fabricate curb subframing of 0.060-inch- (1.52-mm-) nominal thickness, angle-, C-, or Z-shaped steel sheet. Fabricate curb and subframing to withstand indicated loads of size and height indicated. Finish roof curbs to match metal roof panels.

1. Insulate roof curb with 1-inch- (25-mm-) thick, rigid insulation.

G. Panel Fasteners: Self-tapping screws designed to withstand design loads.

H. Panel Sealants: Provide sealant type recommended by manufacturer that are compatible with panel materials, are nonstaining, and do not damage panel finish.

1. Sealant Tape: Pressure-sensitive, 100 percent solids, gray polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.
2. Joint Sealant: ASTM C 920; elastomeric polyurethane or silicone sealant; of type, grade, class, and use classifications required to seal joints in metal panels and remain weathertight; and as recommended in writing by metal panel manufacturer.
3. Butyl-Rubber-Based, Solvent-Release Sealant: ASTM C 1311.

2.5 FABRICATION

A. General: Fabricate and finish metal panels and accessories at the factory, by manufacturer's standard procedures and processes, as necessary to fulfill indicated performance requirements demonstrated by laboratory testing. Comply with indicated profiles and with dimensional and structural requirements.

B. On-Site Fabrication: Subject to compliance with requirements of this Section, metal panels may be fabricated on-site using UL-certified, portable roll-forming equipment if panels are of same profile and warranted by manufacturer to be equal to factory-formed panels. Fabricate according to equipment manufacturer's written instructions and to comply with details shown.

C. Provide panel profile, including major ribs and intermediate stiffening ribs, if any, for full length of panel.

D. Fabricate metal panel joints with factory-installed captive gaskets or separator strips that provide a weathertight seal and prevent metal-to-metal contact, and that minimize noise from movements.

E. Sheet Metal Flashing and Trim: Fabricate flashing and trim to comply with manufacturer's recommendations and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions, metal, and other characteristics of item indicated.

1. Form exposed sheet metal accessories that are without excessive oil canning, buckling, and tool marks and that are true to line and levels indicated, with exposed edges folded back to form hems.
2. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints for additional strength.
3. Seams for Other Than Aluminum: Fabricate nonmoving seams in accessories with flat-lock seams. Tin edges to be seamed, form seams, and solder.
4. Sealed Joints: Form nonexpansion, but movable, joints in metal to accommodate sealant and to comply with SMACNA standards.
5. Conceal fasteners and expansion provisions where possible. Exposed fasteners are not allowed on faces of accessories exposed to view.
6. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal recommended in writing by metal panel manufacturer.

    a. Size: As recommended by SMACNA's "Architectural Sheet Metal Manual" or metal panel manufacturer for application, but not less than thickness of metal being secured.

2.6 FINISHES

A. Protect mechanical and painted finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

B. Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in same piece are unacceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

C. Aluminum Panels and Accessories:

1. Two-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in color coat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, metal panel supports, and other conditions affecting performance of the Work.

1. Examine primary and secondary roof framing to verify that rafters, purlins, angles, channels, and other structural panel support members and anchorages have been installed within alignment tolerances required by metal roof panel manufacturer.
2. Examine solid roof sheathing to verify that sheathing joints are supported by framing or blocking and that installation is within flatness tolerances required by metal roof panel manufacturer.

    a. Verify that air- or water-resistive barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.

B. Examine roughing-in for components and systems penetrating metal panels to verify actual locations of penetrations relative to seam locations of metal panels before installation.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Miscellaneous Supports: Install subframing, furring, and other miscellaneous panel support members and anchorages according to ASTM C 754 and metal panel manufacturer's written recommendations.

3.3 UNDERLAYMENT INSTALLATION

A. Self-Adhering Sheet Underlayment: Apply primer if required by manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation. Apply at locations indicated below, wrinkle free, in shingle fashion to shed water, and with end laps of not less than 6 inches (152 mm) staggered 24 inches (610 mm) between courses. Overlap side edges not less than 3-1/2 inches (90 mm). Extend underlayment into gutter trough. Roll laps with roller. Cover underlayment within 14 days.

    1. Apply over the entire roof surface.

B. Slip Sheet: Apply slip sheet over underlayment before installing metal roof panels.

C. Flashings: Install flashings to cover underlayment to comply with requirements specified in Section 076200 "Sheet Metal Flashing and Trim."

3.4 ERECTION TOLERANCES

A. Installation Tolerances: Shim and align metal panel units within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines as indicated and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

3.5 FIELD QUALITY CONTROL

A. Manufacturer's Field Service: Engage a factory-authorized service representative to test and inspect metal roof panel installation, including accessories. Report results in writing.

B. Remove and replace applications of metal roof panels where tests and inspections indicate that they do not comply with specified requirements.

C. Additional tests and inspections, at Contractor's expense, are performed to determine compliance of replaced or additional work with specified requirements.

D. Prepare test and inspection reports.

3.6 CLEANING AND PROTECTION

A. Remove temporary protective coverings and strippable films, if any, as metal panels are installed, unless otherwise indicated in manufacturer's written installation instructions. On completion of metal panel installation, clean finished surfaces as recommended by metal panel manufacturer. Maintain in a clean condition during construction.

B. Replace metal panels that have been damaged or have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 074113.16

SECTION 076200 - SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Manufactured through-wall flashing with counterflashing.
2. Manufactured reglets with counterflashing.
3. Formed roof-drainage sheet metal fabrications.
4. Formed low-slope roof sheet metal fabrications.
5. Formed steep-slope roof sheet metal fabrications.
6. Formed wall sheet metal fabrications.
7. Formed equipment support flashing.
8. Formed overhead-piping safety pans.

1.3 COORDINATION

A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.

B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.4 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review construction schedule. Verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
2. Review special roof details, roof drainage, roof-penetration flashing, equipment curbs, and condition of other construction that affect sheet metal flashing and trim.
3. Review requirements for insurance and certificates if applicable.
4. Review sheet metal flashing observation and repair procedures after flashing installation.

1.5 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for each manufactured product and accessory.

B. Shop Drawings: For sheet metal flashing and trim.

1. Include plans, elevations, sections, and attachment details.
2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled work.
3. Include identification of material, thickness, weight, and finish for each item and location in Project.
4. Include details for forming, including profiles, shapes, seams, and dimensions.
5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
6. Include details of termination points and assemblies.
7. Include details of expansion joints and expansion-joint covers, including showing direction of expansion and contraction from fixed points.
8. Include details of roof-penetration flashing.
9. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, and counterflashings as applicable.
10. Include details of special conditions.
11. Include details of connections to adjoining work.
12. Detail formed flashing and trim at scale of not less than **3 inches per 12 inches (1:5)**

C. Samples for Initial Selection: For each type of sheet metal and accessory indicated with factory-applied finishes.

D. Samples for Verification: For each type of exposed finish.

1. Sheet Metal Flashing: 12 inches (300 mm) long by actual width of unit, including finished seam and in required profile. Include fasteners, cleats, clips, closures, and other attachments.
2. Trim, Metal Closures, Expansion Joints, Joint Intersections, and Miscellaneous Fabrications: 12 inches (300 mm) long and in required profile. Include fasteners and other exposed accessories.
3. Unit-Type Accessories and Miscellaneous Materials: Full-size Sample.
4. Anodized Aluminum Samples: Samples to show full range to be expected for each color required.

1.6 INFORMATIONAL SUBMITTALS

A. Qualification Data: For fabricator.

B. Product Certificates: For each type of coping and roof edge flashing that is SPRI ES-1 tested.

C. Product Test Reports: For each product, for tests performed by a qualified testing agency.

D. Sample Warranty: For special warranty.

1.7 CLOSEOUT SUBMITTALS

A. Maintenance Data: For sheet metal flashing and trim, and its accessories, to include in maintenance manuals.

1.8 QUALITY ASSURANCE

A. Fabricator Qualifications: Employs skilled workers who custom fabricate sheet metal flashing and trim similar to that required for this Project and whose products have a record of successful in-service performance.

1. For copings and roof edge flashings that are SPRI ES-1 tested, shop shall be listed as able to fabricate required details as tested and approved.

1.9 DELIVERY, STORAGE, AND HANDLING

A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal flashing and trim materials away from uncured concrete and masonry.

B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

1.10 WARRANTY

A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.

1. Exposed Panel Finish: Deterioration includes, but is not limited to, the following:

a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.
c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.

2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. General: Sheet metal flashing and trim assemblies shall withstand wind loads, structural movement, thermally induced movement, and exposure to weather without failure due to defective manufacture, fabrication, installation, or other defects in construction. Completed sheet metal flashing and trim shall not rattle, leak, or loosen, and shall remain watertight.

B. Sheet Metal Standard for Flashing and Trim: Comply with NRCA's "The NRCA Roofing Manual" and SMACNA's "Architectural Sheet Metal Manual" requirements for dimensions and profiles shown unless more stringent requirements are indicated.

C. SPRI Wind Design Standard: Manufacture and install roof edge flashings tested according to SPRI ES-1 and capable of resisting the following design pressure:

1. Design Pressure: As indicated on Drawings

D. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes to prevent buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base calculations on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change: 120 deg F (67 deg C), ambient; 180 deg F (100 deg C), material surfaces

2.2 SHEET METALS

A. General: Protect mechanical and other finishes on exposed surfaces from damage by applying strippable, temporary protective film before shipping.

B. Aluminum Sheet: ASTM B 209 (ASTM B 209M), alloy as standard with manufacturer for finish required, with temper as required to suit forming operations and performance required; with smooth, flat surface.

1. As-Milled Finish: Mill.
2. Factory Prime Coating: Where painting after installation is required, pretreat metal with white or light-colored, factory-applied, baked-on epoxy primer coat; minimum dry film thickness of 0.2 mil (0.005 mm).
3. Color Anodic Finish, Coil Coated: AAMA 611, AA-M12C22A42/A44, Class I, 0.018 mm or thicker.
   a. Color: As selected by Architect from full range of industry colors and color densities.
   b. Color Range: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

4. Exposed Coil-Coated Finish:
   a. Three-Coat Fluoropolymer: AAMA 2605. Fluoropolymer finish containing not less than 70 percent PVDF resin by weight in both color coat and clear topcoat. Prepare, pretreat, and apply coating to exposed metal surfaces to comply with coating and resin manufacturers' written instructions.

5. Color: As selected by Architect from manufacturer's full range
6. Concealed Finish: Pretreat with manufacturer's standard white or light-colored acrylic or polyester backer finish, consisting of prime coat and wash coat with minimum total dry film thickness of 0.5 mil (0.013 mm).

C. Stainless-Steel Sheet: ASTM A 240/A 240M or ASTM A 666, Type 304, dead soft, fully annealed; with smooth, flat surface.

1. Finish: 2B (bright, cold rolled)

2.3 UNDERLAYMENT MATERIALS

A. Felt: ASTM D 226/D 226M, Type II (No. 30), asphalt-saturated organic felt; nonperforated.

B. Self-Adhering, High-Temperature Sheet: Minimum 30 mils (0.76 mm) thick, consisting of a slip-resistant polyethylene- or polypropylene-film top surface laminated to a layer of butyl- or SBS-modified asphalt adhesive, with release-paper backing; specifically designed to withstand high metal temperatures beneath metal roofing. Provide primer according to written recommendations of underlayment manufacturer.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Carlisle Residential, a division of Carlisle Construction Materials; WIP 300HT.
   b. Grace Construction Products, a unit of W. R. Grace & Co.-Conn.; Grace Ice and Water Shield HT (Basis of Design).
   c. Henry Company; Blueskin PE200 HT.
   d. Kirsch Building Products, LLC; Sharkskin Ultra SA.
   e. Metal-Fab Manufacturing, LLC; MetShield.
   f. Owens Corning; WeatherLock Specialty Tile & Metal Underlayment.
   g. Polyguard Products, Inc.; Deck Guard HT.
   h. Protecto Wrap Company; Protecto Jiffy Seal Ice & Water Guard HT.
   i. SDP Advanced Polymer Products Inc; Palisade SA-HT.
2. Thermal Stability: ASTM D 1970; stable after testing at 240 deg F (116 deg C) or higher.
3. Low-Temperature Flexibility: ASTM D 1970; passes after testing at minus 20 deg F (29 deg C) or lower.

C. Slip Sheet: Rosin-sized building paper, 3 lb/100 sq. ft. (0.16 kg/sq. m)minimum.

2.4 MISCELLANEOUS MATERIALS

A. General: Provide materials and types of fasteners, solder, protective coatings, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation and as recommended by manufacturer of primary sheet metal **or** manufactured item unless otherwise indicated.

B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads and recommended by manufacturer of primary sheet metal **or** manufactured item.

1. General: Blind fasteners or self-drilling screws, gasketed, with hex-washer head.

   a. Exposed Fasteners: Heads matching color of sheet metal using plastic caps or factory-applied coating. Provide metal-backed EPDM or PVC sealing washers under heads of exposed fasteners bearing on weather side of metal.

b. Blind Fasteners: High-strength aluminum or stainless-steel rivets suitable for metal being fastened.

c. Spikes and Ferrules: Same material as gutter; with spike with ferrule matching internal gutter width.

2. Fasteners for Aluminum Sheet: Aluminum or Series 300 stainless steel.

3. Fasteners for Stainless-Steel Sheet: Series 300 stainless steel.

C. Solder:

1. For Stainless Steel: ASTM B 32, Grade Sn60, with acid flux of type recommended by stainless-steel sheet manufacturer.

D. Sealant Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealant tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape 1/2 inch (13 mm) wide and 1/8 inch (3 mm) thick.

E. Elastomeric Sealant: ASTM C 920, elastomeric silicone polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal flashing and trim and remain watertight.

F. Butyl Sealant: ASTM C 1311, single-component, solvent-release butyl rubber sealant; polyisobutylene plasticized; heavy bodied for hooked-type expansion joints with limited movement.

G. Epoxy Seam Sealer: Two-part, noncorrosive, aluminum seam-cementing compound, recommended by aluminum manufacturer for exterior nonmoving joints, including riveted joints.

H. Bituminous Coating: Cold-applied asphalt emulsion according to ASTM D 1187.

I. Asphalt Roofing Cement: ASTM D 4586, asbestos free, of consistency required for application.

2.5 MANUFACTURED SHEET METAL FLASHING AND TRIM

A. Through-Wall, Ribbed, Sheet Metal Flashing: Manufacture through-wall sheet metal flashing for embedment in masonry, with ribs at 3-inch (75-mm) intervals along length of flashing to provide integral mortar bond. Manufacture through-wall flashing with snaplock receiver on exterior face to receive counterflashing.

1. Stainless Steel: **0.016 inch (0.40 mm)**

a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

1. Cheney Flashing Company; Cheney Flashing Sawtooth.
2. Hohmann & Barnard, Inc.; STF Sawtooth Flashing.
3. Keystone Flashing Company, Inc.; Keystone Three-Way Interlocking Thruwall Flashing.
   Sandell Manufacturing; Pre-Formed Metal Flashing.

B. Reglets: Units of type, material, and profile required, formed to provide secure interlocking of separate reglet and counterflashing pieces, and compatible with flashing indicated with interlocking counterflashing on exterior face, of same metal as reglet.

1. Basis-of-Design Product: Subject to compliance with requirements, provide Hickman, W.P. Company (Drive-Lock To-Wall Counterflashing) or comparable product by one of the following:
   a. Cheney Flashing Company.
   b. Fry Reglet Corporation.
   c. Heckmann Building Products, Inc.
   d. Hickman, W. P. Company (Basis of Design)
   e. Hohmann & Barnard, Inc.
   f. Keystone Flashing Company, Inc.
   g. National Sheet Metal Systems, Inc.
   h. Sandell Manufacturing.

2. Material: Aluminum, **0.024 inch (0.61 mm)** thick
3. Surface-Mounted Type: Provide with slotted holes for fastening to substrate, with neoprene or other suitable weatherproofing washers, and with channel for sealant at top edge.
4. Stucco Type: Provide with upturned fastening flange and extension leg of length to match thickness of applied finish materials.
5. Concrete Type: Provide temporary closure tape to keep reglet free of concrete materials, special fasteners for attaching reglet to concrete forms, and guides to ensure alignment of reglet section ends.
6. Masonry Type: Provide with offset top flange for embedment in masonry mortar joint.
7. Accessories:

   a. Flexible-Flashing Retainer: Provide resilient plastic or rubber accessory to secure flexible flashing in reglet where clearance does not permit use of standard metal counterflashing or where Drawings show reglet without metal counterflashing.
   b. Counterflashing Wind-Restraint Clips: Provide clips to be installed before counterflashing to prevent wind uplift of counterflashing's lower edge.

8. Finish: Mill

2.6 FABRICATION, GENERAL

A. General: Custom fabricate sheet metal flashing and trim to comply with details shown and recommendations in cited sheet metal standard that apply to design, dimensions, geometry, metal thickness, and other characteristics of item required. Fabricate sheet metal flashing and trim in shop to greatest extent possible.

1. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
2. Obtain field measurements for accurate fit before shop fabrication.
3. Form sheet metal flashing and trim to fit substrates without excessive oil canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
4. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.

B. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to a tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines indicated on Drawings and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

C. Fabrication Tolerances: Fabricate sheet metal flashing and trim that is capable of installation to tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

D. Expansion Provisions: Form metal for thermal expansion of exposed flashing and trim.

1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with butyl sealant concealed within joints.
2. Use lapped expansion joints only where indicated on Drawings.

E. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal to provide for proper installation of elastomeric sealant according to cited sheet metal standard.

F. Fabricate cleats and attachment devices from same material as accessory being anchored or from compatible, noncorrosive metal.

G. Seams: Fabricate nonmoving seams with flat-lock seams. Tin edges to be seamed, form seams, and solder.

H. Seams: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with elastomeric sealant unless otherwise recommended by sealant manufacturer for intended use. Rivet joints where necessary for strength.

I. Seams for Aluminum: Fabricate nonmoving seams with flat-lock seams. Form seams and seal with epoxy seam sealer. Rivet joints where necessary for strength.

J. Do not use graphite pencils to mark metal surfaces.

2.7 ROOF-DRAINAGE SHEET METAL FABRICATIONS

A. Hanging Gutters: Fabricate to cross section required, complete with end pieces, outlet tubes, and other accessories as required. Fabricate in minimum 96-inch- (2400-mm-) long sections. Furnish flat-stock gutter brackets and flat-stock gutter spacers and straps fabricated from same metal as gutters, of size recommended by cited sheet metal standard but with thickness not less than twice the gutter thickness. Fabricate expansion joints, expansion-joint covers, and gutter accessories from same metal as gutters.

1. Accessories: Valley baffles.
2. Gutters with Girth up to 15 Inches (380 mm): Fabricate from the following materials:
   a. Aluminum: [**0.032 inch (0.81 mm)**

3. Gutters with Girth 16 to 20 Inches (410 to 510 mm): Fabricate from the following materials:
   a. Aluminum: **0.040 inch (1.02 mm)** thick.

4. Gutters with Girth 21 to 25 Inches (530 to 640 mm): Fabricate from the following materials:

a. Aluminum: [**0.050 inch (1.27 mm)**] thick.

B. Downspouts: Fabricate rectangular downspouts to dimensions indicated, complete with mitered elbows. Furnish with metal hangers from same material as downspouts and anchors.

2.8 LOW-SLOPE ROOF SHEET METAL FABRICATIONS

A. Roof and Roof-to-Wall Transition Expansion-Joint Cover: Fabricate from the following materials: Shop fabricate interior and exterior corners.
1. Aluminum: [**0.050 inch (1.27 mm)**] thick.

B. Base Flashing: Shop fabricate interior and exterior corners**.** Fabricate from the following materials:
1. Aluminum: [**0.040 inch (1.02 mm)**] thick.

C. Counterflashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:
1. Aluminum: [**0.032 inch (0.81 mm)**] thick.

D. Flashing Receivers: Fabricate from the following materials:
1. Aluminum: [**0.032 inch (0.81 mm)**] thick.

E. Roof-Penetration Flashing: Fabricate from the following materials:
1. Stainless Steel: [**0.019 inch (0.48 mm)**] thick.

2.9 STEEP-SLOPE ROOF SHEET METAL FABRICATIONS

A. Apron, Step, Cricket, and Backer Flashing: Fabricate from the following materials:
1. Aluminum: [**0.032 inch (0.81 mm)**] thick.

B. Valley Flashing: Fabricate from the following materials:
1. Stainless Steel: [**0.019 inch (0.48 mm)**] thick.

C. Drip Edges: Fabricate from the following materials:
1. Aluminum: [**0.032 inch (0.81 mm)**] thick.

D. Eave, Rake**,** Ridge, and Hip Flashing: Fabricate from the following materials:
1. Aluminum: [**0.032 inch (0.81 mm)**] thick.

E. Counterflashing: Shop fabricate interior and exterior corners. Fabricate from the following materials:
1. Aluminum: [**0.032 inch (0.81 mm)**] thick.

F. Flashing Receivers: Fabricate from the following materials:
1. Aluminum: [**0.032 inch (0.81 mm)**] thick.

G. Roof-Penetration Flashing: Fabricate from the following materials:
1. Stainless Steel: [**0.019 inch (0.48 mm)**] thick.

2.10 WALL SHEET METAL FABRICATIONS

A. Through-Wall Flashing: Fabricate continuous flashings in minimum 96-inch- (2400-mm-) long, but not exceeding 12-foot- (3.6-m-) long, sections, under copings, and at shelf angles. Fabricate discontinuous lintel, sill, and similar flashings to extend 6 inches (150 mm) beyond each side of wall openings; and form with 2-inch- (50-mm-) high, end dams. Fabricate from the following materials:
   1. Stainless Steel: [**0.016 inch (0.40 mm)**] thick.

B. Opening Flashings in Frame Construction: Fabricate head, sill, jamb, and similar flashings to extend **4 inches (100 mm)** beyond wall openings. Form head and sill flashing with 2-inch- (50-mm-) high, end dams. Fabricate from the following materials:
   1. Aluminum: [**0.032 inch (0.81 mm)**] thick.

2.11 MISCELLANEOUS SHEET METAL FABRICATIONS

A. Equipment Support Flashing: Fabricate from the following materials:
   1. Stainless Steel: [**0.019 inch (0.48 mm)**] thick.

B. Overhead-Piping Safety Pans: Fabricate from the following materials:
   1. Stainless Steel: [**0.025 inch (0.64 mm)**] thick.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances, substrate, and other conditions affecting performance of the Work.

   1. Verify compliance with requirements for installation tolerances of substrates.
   2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and securely anchored.
   3. Verify that air- or water-resistant barriers have been installed over sheathing or backing substrate to prevent air infiltration or water penetration.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

A. Felt Underlayment: Install felt underlayment, wrinkle free, using adhesive to minimize use of mechanical fasteners under sheet metal flashing and trim. Apply in shingle fashion to shed water, with lapped joints of not less than 2 inches (50 mm).

B. Self-Adhering Sheet Underlayment: Install self-adhering sheet underlayment, wrinkle free. Prime substrate if recommended by underlayment manufacturer. Comply with temperature restrictions of underlayment manufacturer for installation; use primer for installing underlayment at low temperatures. Apply in shingle fashion to shed water, with end laps of not

less than 6 inches (150 mm) staggered 24 inches (600 mm) between courses. Overlap side edges not less than 3-1/2 inches (90 mm). Roll laps and edges with roller. Cover underlayment within 14 days.

C. Apply slip sheet, wrinkle free, over underlayment before installing sheet metal flashing and trim.

3.3 INSTALLATION, GENERAL

A. General: Anchor sheet metal flashing and trim and other components of the Work securely in place, with provisions for thermal and structural movement. Use fasteners, solder, protective coatings, separators, sealants, and other miscellaneous items as required to complete sheet metal flashing and trim system.

1. Install sheet metal flashing and trim true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.
2. Install sheet metal flashing and trim to fit substrates and to result in watertight performance. Verify shapes and dimensions of surfaces to be covered before fabricating sheet metal.
3. Space cleats not more than 12 inches (300 mm) apart. Attach each cleat with at least two fasteners. Bend tabs over fasteners.
4. Install exposed sheet metal flashing and trim with limited oil canning, and free of buckling and tool marks.
5. Torch cutting of sheet metal flashing and trim is not permitted.
6. Do not use graphite pencils to mark metal surfaces.

B. Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating or by other permanent separation as recommended by sheet metal manufacturer or cited sheet metal standard.

1. Coat concealed side of uncoated-aluminum and stainless-steel sheet metal flashing and trim with bituminous coating where flashing and trim contact wood, ferrous metal, or cementitious construction.
2. Underlayment: Where installing sheet metal flashing and trim directly on cementitious or wood substrates, install underlayment and cover with slip sheet.

C. Expansion Provisions: Provide for thermal expansion of exposed flashing and trim. Space movement joints at maximum of **10 feet (3 m)** with no joints within 24 inches (600 mm) of corner or intersection.

1. Form expansion joints of intermeshing hooked flanges, not less than 1 inch (25 mm) deep, filled with sealant concealed within joints.
2. Use lapped expansion joints only where indicated on Drawings.

D. Fasteners: Use fastener sizes that penetrate substrate not less than recommended by fastener manufacturer to achieve maximum pull-out resistance.

E. Conceal fasteners and expansion provisions where possible in exposed work and locate to minimize possibility of leakage. Cover and seal fasteners and anchors as required for a tight installation.

F. Seal joints as required for watertight construction.

1. Use sealant-filled joints unless otherwise indicated. Embed hooked flanges of joint members not less than 1 inch (25 mm) into sealant. Form joints to completely conceal sealant. When ambient temperature at time of installation is between 40 and 70 deg F (4 and 21 deg C), set joint members for 50 percent movement each way. Adjust setting proportionately for installation at higher ambient temperatures. Do not install sealant-type joints at temperatures below 40 deg F (4 deg C).
2. Prepare joints and apply sealants to comply with requirements in Section 079200 "Joint Sealants."

G. Soldered Joints: Clean surfaces to be soldered, removing oils and foreign matter. Pre-tin edges of sheets with solder to width of 1-1/2 inches (38 mm); however, reduce pre-tinning where pre-tinned surface would show in completed Work.

1. Do not solder aluminum sheet.
2. Do not use torches for soldering.
3. Heat surfaces to receive solder, and flow solder into joint. Fill joint completely. Completely remove flux and spatter from exposed surfaces.
4. Stainless-Steel Soldering: Tin edges of uncoated sheets, using solder for stainless steel and acid flux. Promptly remove acid flux residue from metal after tinning and soldering. Comply with solder manufacturer's recommended methods for cleaning and neutralization.

H. Rivets: Rivet joints in uncoated aluminum where necessary for strength.

3.4 ROOF-DRAINAGE SYSTEM INSTALLATION

A. General: Install sheet metal roof-drainage items to produce complete roof-drainage system according to cited sheet metal standard unless otherwise indicated. Coordinate installation of roof perimeter flashing with installation of roof-drainage system.

B. Hanging Gutters: Join sections with riveted and soldered joints or joints sealed with sealant. Provide for thermal expansion. Attach gutters at eave or fascia to firmly anchor them in position. Provide end closures and seal watertight with sealant. Slope to downspouts.

1. Fasten gutter spacers to front and back of gutter.
2. Anchor and loosely lock back edge of gutter to continuous cleat, eave or apron flashing.
3. Anchor back of gutter that extends onto roof deck with cleats spaced not more than [**24 inches (600 mm)**] apart.
4. Install gutter with expansion joints at locations indicated, but not exceeding, **50 feet (15.24 m)** apart. Install expansion-joint caps.

C. Downspouts: Join sections with 1-1/2-inch (38-mm) telescoping joints.

1. Provide hangers with fasteners designed to hold downspouts securely to walls. Locate hangers at top and bottom and at approximately 60 inches (1500 mm) o.c.
2. Provide elbows at base of downspout to direct water away from building.

D. Splash Pans: Install where downspouts discharge on low-slope roofs. Set in asphalt roofing cement or elastomeric sealant compatible with the substrate.

E. Expansion-Joint Covers: Install expansion-joint covers at locations and of configuration indicated. Lap joints minimum of 4 inches (100 mm) in direction of water flow.

3.5 ROOF FLASHING INSTALLATION

A. General: Install sheet metal flashing and trim to comply with performance requirements, sheet metal manufacturer's written installation instructions, and cited sheet metal standard. Provide concealed fasteners where possible, and set units true to line, levels, and slopes. Install work with laps, joints, and seams that are permanently watertight and weather resistant.

B. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in cited sheet metal standard unless otherwise indicated. Interlock bottom edge of roof edge flashing with continuous cleat anchored to substrate at staggered 3-inch (75-mm) centers.

C. Roof Edge Flashing: Anchor to resist uplift and outward forces according to recommendations in FM Global Property Loss Prevention Data Sheet 1-49 for FM Approvals' listing for required windstorm classification.

D. Pipe or Post Counterflashing: Install counterflashing umbrella with close-fitting collar with top edge flared for elastomeric sealant, extending minimum of 4 inches (100 mm) over base flashing. Install stainless-steel draw band and tighten.

E. Counterflashing: Coordinate installation of counterflashing with installation of base flashing. Insert counterflashing in reglets or receivers and fit tightly to base flashing. Extend counterflashing 4 inches (100 mm) over base flashing. Lap counterflashing joints minimum of 4 inches (100 mm). Secure in waterproof manner by means of snap-in installation and sealant or lead wedges and sealant unless otherwise indicated.

F. Roof-Penetration Flashing: Coordinate installation of roof-penetration flashing with installation of roofing and other items penetrating roof. Seal with elastomeric sealant and clamp flashing to pipes that penetrate roof.

3.6 WALL FLASHING INSTALLATION

A. General: Install sheet metal wall flashing to intercept and exclude penetrating moisture according to cited sheet metal standard unless otherwise indicated. Coordinate installation of wall flashing with installation of wall-opening components such as windows, doors, and louvers.

B. Opening Flashings in Frame Construction: Install continuous head, sill, jamb, and similar flashings to extend **4 inches (100 mm)** beyond wall openings.

3.7 MISCELLANEOUS FLASHING INSTALLATION

A. Equipment Support Flashing: Coordinate installation of equipment support flashing with installation of roofing and equipment. Weld or seal flashing with elastomeric sealant to equipment support member.

B. Overhead-Piping Safety Pans: Suspend pans from structure above, independent of other overhead items such as equipment, piping, and conduit, unless otherwise indicated on Drawings. Pipe and install drain line to plumbing waste or drainage system.

3.8 ERECTION TOLERANCES

A. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerance of 1/4 inch in 20 feet (6 mm in 6 m) on slope and location lines indicated on Drawings and within 1/8-inch (3-mm) offset of adjoining faces and of alignment of matching profiles.

B. Installation Tolerances: Shim and align sheet metal flashing and trim within installed tolerances specified in MCA's "Guide Specification for Residential Metal Roofing."

3.9 CLEANING AND PROTECTION

A. Clean exposed metal surfaces of substances that interfere with uniform oxidation and weathering.

B. Clean and neutralize flux materials. Clean off excess solder.

C. Clean off excess sealants.

D. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturer's written installation instructions. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended by sheet metal flashing and trim manufacturer. Maintain sheet metal flashing and trim in clean condition during construction.

E. Replace sheet metal flashing and trim that have been damaged or that have deteriorated beyond successful repair by finish touchup or similar minor repair procedures.

END OF SECTION 076200

SECTION 079200 - JOINT SEALANTS (EXTERIOR)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes joint sealants for the following locations:

1. Exterior joints in vertical surfaces and non-traffic horizontal surfaces as indicated below:

   a. Perimeter joints between wall materials and frames of doors, windows and louvers.
   e. Other joints as indicated.

1.3 SYSTEM PERFORMANCE REQUIREMENTS

A. Provide elastomeric joint sealants that have been produced and installed to establish and to maintain watertight and airtight continuous seals without causing staining or deterioration of joint substrates.

1.4 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract and Division 01 Specification Sections.

B. Product data from manufacturers for each joint sealant product required.

1. Certification by joint sealant manufacturer that sealants plus the primers and cleaners required for sealant installation comply with local regulations controlling use of volatile organic compounds.

C. Samples for initial selection purposes in form of manufacturer's standard bead samples, consisting of strips of actual products showing full range of colors available, for each product exposed to view.

D. Samples for verification purposes of each type and color of joint sealant required. Install joint sealant samples in 1/2-inch wide joints formed between two 6-inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

E. Certificates from manufacturers of joint sealants attesting that their products comply with specification requirements and are suitable for the use indicated.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who has completed joint sealant applications similar in material, design, and extent to that indicated for Project that have resulted in construction with a record of successful in-service performance.

B. Single Source Responsibility for Joint Sealant Materials: Obtain joint sealant materials from a single manufacturer for each different product required.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multi-component materials.

B. Store and handle materials in compliance with manufacturer's recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.7 PROJECT CONDITIONS

A. Environmental Conditions: Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer.
2. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer or below 40 deg F.
3. When joint substrates are wet.

B. Joint Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than allowed by joint sealant manufacturer for application indicated.

C. Joint Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

1.8 SEQUENCING AND SCHEDULING

A. Sequence installation of joint sealants to occur not less than 21 nor more than 30 days after completion of waterproofing, unless otherwise indicated.

1.9 WARRANTY

A. Special Installer's Warranty: Written warranty, signed by Installer agreeing to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Written warranty, signed by elastomeric sealant manufacturer agreeing to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: 10 years from date of Substantial Completion.

C. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:

1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
2. Disintegration of joint substrates from natural causes exceeding design

specifications.

3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

B. Colors: Provide color of exposed joint sealants to comply with the following:

1. Provide selections made by Owner from manufacturer's full range of standard colors for products of type indicated.

2.2 ELASTOMERIC JOINT SEALANTS

A. Elastomeric Sealants: Provide manufacturer's liquid-applied chemically curing elastomeric sealants that comply with ASTM C 920 and other requirements of this Section, including those requirements referencing ASTM C 920 classifications for Type, Grade, Class, and uses related to exposure and joint substrates.

1. Additional Movement Capability: Provide products with the capability, when tested for adhesion and cohesion under maximum cyclic movement per ASTM C 719, to withstand the specified percentage change in the joint width existing at time of installation and remain in compliance with other requirements of ASTM C 920 for uses indicated.

B. Single-Component Neutral-Curing Silicone Sealant:

1. Products:

a. Dow Corning Corporation; 790.
b. GE Silicones; SilPruf LM SCS2700.
c. Silicones; SilPruf SCS2000.
d. Pecora Corporation; 864.
e. Pecora Corporation; 890.
f. Polymeric Systems Inc.; PSI-641.
g. Sonneborn, Division of ChemRex Inc.; Omniseal.
h. Tremco; Spectrem 3.

2. Type and Grade: S (single component) and NS (nonsag).
3. Class: 100/50.
4. Use Related to Exposure: NT (nontraffic).
5. Uses Related to Joint Substrates: M, G, A, and, as applicable to joint substrates indicated, O.

a. Use O Joint Substrates: Aluminum coated with a high-performance coating.

6. Stain-Test-Response Characteristics: Nonstaining to porous substrates per ASTM C 1248.

C. Stain-Test-Response Characteristics: Where elastomeric sealants are specified in the Elastomeric Joint-Sealant Schedule to be nonstaining to porous substrates, provide products that have undergone testing according to ASTM C 1248 and have not stained porous joint substrates indicated for Project.

2.3 JOINT SEALANT BACKING

A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, Type C closed-cell material with a surface skin, open-cell material, bicellular material with a surface skin, or any of the preceding types as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.4 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming in any way joint substrates and adjacent nonporous surfaces, and formulated to promote optimum adhesion of sealants with joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint sealant performance. Do not proceed with installation of joint sealants until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with recommendations of joint sealant manufacturer and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.
2. Clean concrete, masonry, unglazed surfaces of ceramic tile, and similar porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
3. Remove laitance and form release agents from concrete.
4. Clean metal, glass, porcelain enamel, glazed surfaces of ceramic tile, and other nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

B. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer based on preconstruction joint sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's recommendations. Confine primers to areas of joint sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint sealant manufacturer's printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Acoustical Sealant Application Standard: Comply with recommendations of ASTM C 919 for use of joint sealants in acoustical applications as applicable to materials, applications, and conditions indicated.

D. Installation of Sealant Backings: Install sealant backings to comply with the following requirements:

1. Install joint fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

    a. Do not leave gaps between ends of joint fillers.
    b. Do not stretch, twist, puncture, or tear joint fillers.
    c. Remove absorbent joint fillers that have become wet prior to sealant application and replace with dry material.

E. Install bond breaker tape between sealants where backer rods are not used between sealants and joint fillers or back of joints.

F. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability. Install sealants at the same time sealant backings are installed.

G. Tooling of Nonsag Sealants: Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.

1. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

3.4 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements.

3.5 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so that and installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200 (EXTERIOR)

SECTION 079200 - JOINT SEALANTS (INTERIOR)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes joint sealants for the following locations:

1. Interior joints in vertical surfaces and horizontal non-traffic surfaces as indicated below:

   a. Control and expansion joints on exposed interior surfaces of exterior walls.
   b. Perimeter joints of exterior openings.
   c. Tile control and expansion joints.
   d. Vertical control joints on exposed surfaces of interior unit masonry.
   e. Perimeter joints between interior wall surfaces and frames of interior doors and windows.
   f. Perimeter joints of toilet fixtures.
   g. Other joints as indicated.

1.3 SYSTEM PERFORMANCE REQUIREMENTS

A. Provide joint sealants for interior applications that have been produced and installed to establish and maintain airtight continuous seals that are water resistant and cause no staining or deterioration of joint substrates.

1.4 SUBMITTALS

A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.

B. Product data from manufacturers for each joint sealant product required.

1. Certification by joint sealant manufacturer that sealants plus the primers and cleaners required for sealant installation comply with local regulations controlling use of volatile organic compounds.

C. Samples for initial selection purposes in form of manufacturer's standard bead samples, consisting of strips of actual products showing full range of colors available, for each product exposed to view.

D. Samples for verification purposes of each type and color of joint sealant required. Install joint sealant samples in 1/2-inch wide joints formed between two 6-inch long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.

E. Certificates from manufacturers of joint sealants attesting that their products comply with specification requirements and are suitable for the use indicated.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Engage an experienced Installer who has completed joint sealant applications similar in material, design, and extent to that indicated for Project that have resulted in construction with a record of successful in-service performance.

B. Single Source Responsibility for Joint Sealant Materials: Obtain joint sealant materials from a single manufacturer for each different product required.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver materials to Project site in original unopened containers or bundles with labels indicating manufacturer, product name and designation, color, expiration period for use, pot life, curing time, and mixing instructions for multi-component materials.

B. Store and handle materials in compliance with manufacturer's recommendations to prevent their deterioration or damage due to moisture, high or low temperatures, contaminants, or other causes.

1.7 PROJECT CONDITIONS

A. Environmental Conditions: Do not proceed with installation of joint sealants under the following conditions:

1. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer.
2. When ambient and substrate temperature conditions are outside the limits permitted by joint sealant manufacturer or below 40 deg F.
3. When joint substrates are wet.

B. Joint Width Conditions: Do not proceed with installation of joint sealants where joint widths are less than allowed by joint sealant manufacturer for application indicated.

C. Joint Substrate Conditions: Do not proceed with installation of joint sealants until contaminants capable of interfering with their adhesion are removed from joint substrates.

1.8 SEQUENCING AND SCHEDULING

A. Sequence installation of joint sealants to occur not less than 21, nor more than 30 days after completion of waterproofing, unless otherwise indicated.

1.9 WARRANTY

A. Special Installer's Warranty: Written warranty, signed by Installer agreeing to repair or replace elastomeric joint sealants that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

B. Special Manufacturer's Warranty: Written warranty, signed by elastomeric sealant manufacturer agreeing to furnish elastomeric joint sealants to repair or replace those that do not comply with performance and other requirements specified in this Section within specified warranty period.

1. Warranty Period: 10 years from date of Substantial Completion.

C. Special warranties specified in this Article exclude deterioration or failure of elastomeric joint sealants from the following:

1. Movement of the structure resulting in stresses on the sealant exceeding sealant manufacturer's written specifications for sealant elongation and compression caused by structural settlement or errors attributable to design or construction.
2. Disintegration of joint substrates from natural causes exceeding design specifications.
3. Mechanical damage caused by individuals, tools, or other outside agents.
4. Changes in sealant appearance caused by accumulation of dirt or other atmospheric contaminants.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Compatibility: Provide joint sealants, joint fillers, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by sealant manufacturer based on testing and field experience.

B. Colors: Provide color of exposed joint sealants to comply with the following:

1. Provide selections made by Owner from manufacturer's full range of standard colors for products of type indicated.

2.2 LATEX JOINT SEALANTS

A. General: Provide manufacturer's standard one-part, nonsag, mildew-resistant, paintable latex sealant of formulation indicated that is recommended for exposed applications on interior and locations that accommodates indicated percentage change in joint width existing at time of installation without failing either adhesively or cohesively.

B. Latex Sealant: Comply with ASTM C 834, Type P, Grade NF.

C. Products:

1. Bostik Findley; Chem-Calk 600.
2. Pecora Corporation; AC-20+.
3. Schnee-Morehead, Inc.; SM 8200.
4. Sonneborn, Division of ChemRex Inc.; Sonolac.
5. Tremco; Tremflex 834.

2.3 ACOUSTICAL JOINT SEALANTS

A. Acoustical Sealant: Manufacturer's standard nonsag, paintable, nonstaining latex sealant complying with ASTM C 834 and the following requirements:

1. Product is effective in reducing airborne sound transmission through perimeter joints and openings in building construction as demonstrated by testing representative assemblies per ASTM E 90.
2. Product has flame spread and smoke developed ratings of less than 25 per ASTM E 84.

B. Products:

1. Pecora Corporation; AC-20 FTR Acoustical and Insulation Sealant.
2. United States Gypsum Co.; SHEETROCK Acoustical Sealant.

2.4 JOINT SEALANT BACKING

A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

B. Cylindrical Sealant Backings: ASTM C 1330, Type C closed-cell material with a surface skin, open-cell material, bicellular material with a surface skin, or any of the preceding types as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

C. Bond-Breaker Tape: Polyethylene tape or other plastic tape as recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.5 MISCELLANEOUS MATERIALS

A. Primer: Material recommended by joint sealant manufacturer where required for adhesion of sealant to joint substrates indicated, as determined from preconstruction joint sealant-substrate tests and field tests.

B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming in any way joint substrates and adjacent nonporous surfaces, and formulated to promote optimum adhesion of sealants with joint substrates.

C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine joints indicated to receive joint sealants, with Installer present, for compliance with requirements for joint configuration, installation tolerances, and other conditions affecting joint sealant performance. Do not proceed with installation of joint sealants until unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants to comply with recommendations of joint sealant manufacturer and the following requirements:

1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant, including dust, paints (except for permanent, protective coatings tested and approved for sealant adhesion and compatibility by sealant

manufacturer), old joint sealants, oil, grease, waterproofing, water repellents, water, surface dirt, and frost.

2. Clean concrete, masonry, unglazed surfaces of ceramic tile, and similar porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining from above cleaning operations by vacuuming or blowing out joints with oil-free compressed air.
3. Remove laitance and form release agents from concrete.
4. Clean metal, glass, porcelain enamel, glazed surfaces of ceramic tile, and other nonporous surfaces with chemical cleaners or other means that do not stain, harm substrates, or leave residues capable of interfering with adhesion of joint sealants.

B. Joint Priming: Prime joint substrates where recommended in writing by joint sealant manufacturer based on preconstruction joint sealant-substrate tests or prior experience. Apply primer to comply with joint sealant manufacturer's recommendations. Confine primers to areas of joint sealant bond; do not allow spillage or migration onto adjoining surfaces.

C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.3 INSTALLATION OF JOINT SEALANTS

A. General: Comply with joint sealant manufacturer's printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.

B. Sealant Installation Standard: Comply with recommendations of ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.

C. Acoustical Sealant Application Standard: Comply with recommendations of ASTM C 919 for use of joint sealants in acoustical applications as applicable to materials, applications, and conditions indicated.

D. Installation of Sealant Backings: Install sealant backings to comply with the following requirements:

1. Install joint fillers of type indicated to provide support of sealants during application and at position required to produce the cross-sectional shapes and depths of installed sealants relative to joint widths that allow optimum sealant movement capability.

    a. Do not leave gaps between ends of joint fillers.
    b. Do not stretch, twist, puncture, or tear joint fillers.
    c. Remove absorbent joint fillers that have become wet prior to sealant application and replace with dry material.

E. Install bond breaker tape between sealants where backer rods are not used between sealants and joint fillers or back of joints.

F. Installation of Sealants: Install sealants by proven techniques that result in sealants directly contacting and fully wetting joint substrates, completely filling recesses provided for each joint configuration, and providing uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability. Install sealants at the same time sealant backings are installed.

G. Tooling of Nonsag Sealants: Immediately after sealant application and prior to time skinning or curing begins, tool sealants to form smooth, uniform beads of configuration indicated, to eliminate air pockets, and to ensure contact and adhesion of sealant with sides of joint. Remove excess sealants from surfaces adjacent to joint. Do not use tooling agents that discolor sealants or adjacent surfaces or are not approved by sealant manufacturer.

1. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.

3.4 FIELD QUALITY CONTROL

A. Field-Adhesion Testing: Field test joint-sealant adhesion to joint substrates as follows:

1. Extent of Testing: Test completed elastomeric sealant joints as follows:

   a. Perform 10 tests for the first 1000 feet of joint length for each type of elastomeric sealant and joint substrate.
   b. Perform 1 test for each 1000 feet of joint length thereafter.

2. Test Method: Test joint sealants according to Method A, Field-Applied Sealant Joint Hand Pull Tab in Appendix X1 in ASTM C 1193, as appropriate for type of joint-sealant application indicated.

   a. For joints with dissimilar substrates, verify adhesion to each substrate separately; do this by extending cut along one side, verifying adhesion to opposite side. Repeat procedure for opposite side.

3. Inspect joints for complete fill, for absence of voids, and for joint configuration complying with specified requirements. Record results in a field-adhesion-test log.
4. Inspect tested joints and report on the following:

   a. Whether sealants in joints connected to pulled-out portion failed to adhere to joint substrates or tore cohesively. Include data on pull distance used to test each type of product and joint substrate. Compare these results to determine if adhesion passes sealant manufacturer's field-adhesion hand-pull test criteria.
   b. Whether sealants filled joint cavities and are free of voids.
   c. Whether sealant dimensions and configurations comply with specified requirements.

5. Record test results in a field-adhesion-test log. Include dates when sealants were installed, names of persons who installed sealants, test dates, test locations, whether joints were primed, adhesion results and percent elongations, sealant fill, sealant configuration, and sealant dimensions.
6. Repair sealants pulled from test area by applying new sealants following same procedures used originally to seal joints. Ensure that original sealant surfaces

are clean and that new sealant contacts original sealant.

B. Evaluation of Field Test Results: Sealants not evidencing adhesive failure from testing or noncompliance with other indicated requirements will be considered satisfactory. Remove sealants that fail to adhere to joint substrates during testing or to comply with other requirements. Retest failed applications until test results prove sealants comply with indicated requirements.

3.5 CLEANING

A. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

3.6 PROTECTION

A. Protect joint sealants during and after curing period from contact with contaminating substances or from damage resulting from construction operations or other causes so that they are without deterioration or damage at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated joint sealants immediately so that and installations with repaired areas are indistinguishable from original work.

END OF SECTION 079200

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SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes hollow-metal work.

1.3 DEFINITIONS

A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

1.4 COORDINATION

A. Coordinate anchorage installation for hollow-metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

1.5 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site

1.6 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, core descriptions, and finishes.

B. Shop Drawings: Include the following:

1. Elevations of each door type.
2. Details of doors, including vertical- and horizontal-edge details and metal thicknesses.
3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
4. Locations of reinforcement and preparations for hardware.
5. Details of each different wall opening condition.
6. Details of anchorages, joints, field splices, and connections.
7. Details of accessories.
8. Details of moldings, removable stops, and glazing.

9. Details of conduit and preparations for power, signal, and control systems.

C. Samples for Initial Selection: For units with factory-applied color finishes.

D. Samples for Verification:

1. For each type of exposed finish required, prepared on Samples of not less than 3 by 5 inches (75 by 127 mm).
2. For "Doors" and "Frames" subparagraphs below, prepare Samples approximately **12 by 12 inches (305 by 305 mm)** to demonstrate compliance with requirements for quality of materials and construction:

a. Doors: Show vertical-edge, top, and bottom construction; core construction; and hinge and other applied hardware reinforcement. Include separate section showing glazing if applicable.
b. Frames: Show profile, corner joint, floor and wall anchors, and silencers. Include separate section showing fixed hollow-metal panels and glazing if applicable.

E. Schedule: Provide a schedule of hollow-metal work prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings. Coordinate with final Door Hardware Schedule.

1.7 INFORMATIONAL SUBMITTALS

A. Product Test Reports: For each type of hollow-metal door and frame assembly, for tests performed by a qualified testing agency.

1.8 DELIVERY, STORAGE, AND HANDLING

A. Deliver hollow-metal work palletized, packaged, or crated to provide protection during transit and Project-site storage. Do not use nonvented plastic.

1. Provide additional protection to prevent damage to factory-finished units.

B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.

C. Store hollow-metal work vertically under cover at Project site with head up. Place on minimum 4-inch- (102-mm-) high wood blocking. Provide minimum 1/4-inch (6-mm) space between each stacked door to permit air circulation.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. <Double click here to find, evaluate, and insert list of manufacturers and products.>

B. Source Limitations: Obtain hollow-metal work from single source from single manufacturer.

2.2 REGULATORY REQUIREMENTS

2.3 EXTERIOR HOLLOW-METAL DOORS AND FRAMES

A. Construct exterior doors and frames to comply with the standards indicated for materials, fabrication, hardware locations, hardware reinforcement, tolerances, and clearances, and as specified.

B. Heavy-Duty Doors and Frames: SDI A250.8, Level 2. At locations indicated in the Door and Frame Schedule

1. Physical Performance: Level B according to SDI A250.4.
2. Doors:

    a. Type: As indicated in the Door and Frame Schedule.
    b. Thickness: 1-3/4 inches (44.5 mm.)
    c. Face: Metallic-coated steel sheet, minimum thickness of 0.042 inch (1.0 mm), with minimum A40 (ZF120) coating.
    d. Edge Construction: Model 1, Full Flush
    e. Core: Manufacturer's standard kraft-paper honeycomb, polystyrene, polyurethane, polyisocyanurate, mineral-board, or vertical steel-stiffener core at manufacturer's discretion.

3. Frames:

    a. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch (1.3 mm), with minimum A40 (ZF120) coating.
    b. Construction: Full profile welded

4. Exposed Finish: Prime

2.4 HOLLOW-METAL PANELS

A. Provide hollow-metal panels of same materials, construction, and finish as adjacent door assemblies.

2.5 FRAME ANCHORS

A. Jamb Anchors:

1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch (1.0 mm) thick, with corrugated or perforated straps not less than 2 inches (51 mm) wide by 10 inches (254 mm) long; or wire anchors not less than 0.177 inch (4.5 mm) thick.
2. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch (1.0 mm) thick.
3. Compression Type for Drywall Slip-on Frames: Adjustable compression anchors.

4. Postinstalled Expansion Type for In-Place Concrete or Masonry: Minimum 3/8-inch-(9.5-mm-) diameter bolts with expansion shields or inserts. Provide pipe spacer from frame to wall, with throat reinforcement plate, welded to frame at each anchor location.

B. Floor Anchors: Formed from same material as frames, minimum thickness of 0.042 inch (1.0 mm), and as follows:

1. Monolithic Concrete Slabs: Clip-type anchors, with two holes to receive fasteners.
2. Separate Topping Concrete Slabs: Adjustable-type anchors with extension clips, allowing not less than 2-inch (51-mm) height adjustment. Terminate bottom of frames at finish floor surface.

2.6 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.

B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.

C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.

D. Frame Anchors: ASTM A 879/A 879M, Commercial Steel (CS), 04Z (12G) coating designation; mill phosphatized.

1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.

E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.

F. Power-Actuated Fasteners in Concrete: Fastener system of type suitable for application indicated, fabricated from corrosion-resistant materials, with clips or other accessory devices for attaching hollow-metal frames of type indicated.

G. Grout: ASTM C 476, except with a maximum slump of 4 inches (102 mm), as measured according to ASTM C 143/C 143M.

H. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing); consisting of fibers manufactured from slag or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively; passing ASTM E 136 for combustion characteristics.

I. Glazing: Comply with requirements in Section 088000 "Glazing."

J. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15-mil (0.4-mm) dry film thickness per coat. Provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

2.7 FABRICATION

A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.

B. Hollow-Metal Doors:

1. Steel-Stiffened Door Cores: Provide minimum thickness 0.026 inch (0.66 mm), steel vertical stiffeners of same material as face sheets extending full-door height, with vertical webs spaced not more than 6 inches (152 mm) apart. Spot weld to face sheets no more than 5 inches (127 mm) o.c. Fill spaces between stiffeners with glass- or mineral-fiber insulation.
2. Vertical Edges for Single-Acting Doors: Provide beveled or square edges at manufacturer's discretion.
3. Top Edge Closures: Close top edges of doors with flush closures of same material as face sheets.
4. Bottom Edge Closures: Close bottom edges of doors where required for attachment of weather stripping with end closures or channels of same material as face sheets.
5. Exterior Doors: Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.

C. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.

1. Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
3. Grout Guards: Weld guards to frame at back of hardware mortises in frames to be grouted.
4. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
5. Jamb Anchors: Provide number and spacing of anchors as follows:

   a. Masonry Type: Locate anchors not more than 16 inches (406 mm) from top and bottom of frame. Space anchors not more than 32 inches (813 mm) o.c., to match coursing, and as follows:

      1) Two anchors per jamb up to 60 inches (1524 mm) high.
      2) Three anchors per jamb from 60 to 90 inches (1524 to 2286 mm) high.
      3) Four anchors per jamb from 90 to 120 inches (2286 to 3048 mm) high.
      4) Four anchors per jamb plus one additional anchor per jamb for each 24 inches (610 mm) or fraction thereof above 120 inches (3048 mm) high.

b. Stud-Wall Type: Locate anchors not more than 18 inches (457 mm) from top and bottom of frame. Space anchors not more than 32 inches (813 mm) o.c. and as follows:

1) Three anchors per jamb up to 60 inches (1524 mm) high.
2) Four anchors per jamb from 60 to 90 inches (1524 to 2286 mm) high.
3) Five anchors per jamb from 90 to 96 inches (2286 to 2438 mm) high.
4) Five anchors per jamb plus one additional anchor per jamb for each 24 inches (610 mm) or fraction thereof above 96 inches (2438 mm) high.

c. Compression Type: Not less than two anchors in each frame.
d. Postinstalled Expansion Type: Locate anchors not more than 6 inches (152 mm) from top and bottom of frame. Space anchors not more than 26 inches (660 mm) o.c.

6. Head Anchors: Two anchors per head for frames more than 42 inches (1067 mm) wide and mounted in metal-stud partitions.
7. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers as follows. Keep holes clear during construction.

a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.

D. Fabricate concealed stiffeners and edge channels from either cold- or hot-rolled steel sheet.

E. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.

1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.

2.8 STEEL FINISHES

A. Prime Finish: Clean, pretreat, and apply manufacturer's standard primer.

1. Shop Primer: Manufacturer's standard, fast-curing, lead- and chromate-free primer complying with SDI A250.10; recommended by primer manufacturer for substrate; compatible with substrate and field-applied coatings despite prolonged exposure.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Examine roughing-in for embedded and built-in anchors to verify actual locations before frame installation.

C. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove welded-in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.

B. Drill and tap doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.

3.3 INSTALLATION

A. General: Install hollow-metal work plumb, rigid, properly aligned, and securely fastened in place. Comply with Drawings and manufacturer's written instructions.

B. Hollow-Metal Frames: Install hollow-metal frames for doors, transoms, sidelites, borrowed lites, and other openings, of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.

1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.

    a. At fire-rated openings, install frames according to NFPA 80.
    b. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
    c. Install frames with removable stops located on secure side of opening.
    d. Install door silencers in frames before grouting.
    e. Remove temporary braces necessary for installation only after frames have been properly set and secured.
    f. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
    g. Field apply bituminous coating to backs of frames that will be filled with grout containing antifreezing agents.

2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.

    a. Floor anchors may be set with power-actuated fasteners instead of postinstalled expansion anchors if so indicated and approved on Shop Drawings.

3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation inside frames.
4. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout.
5. Concrete Walls: Solidly fill space between frames and concrete with mineral-fiber insulation.
6. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
7. In-Place Metal or Wood-Stud Partitions: Secure slip-on drywall frames in place according to manufacturer's written instructions.
8. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:

    a. Squareness: Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
    b. Alignment: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall.
    c. Twist: Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
    d. Plumbness: Plus or minus 1/16 inch (1.6 mm), measured at jambs at floor.

C. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.

1. Non-Fire-Rated Steel Doors:

    a. Between Door and Frame Jambs and Head: 1/8 inch (3.2 mm) plus or minus 1/32 inch (0.8 mm).
    b. Between Edges of Pairs of Doors: 1/8 inch (3.2 mm) to 1/4 inch (6.3 mm) plus or minus 1/32 inch (0.8 mm).
    c. At Bottom of Door: [**3/4 inch (19.1 mm)**] [**5/8 inch (15.8 mm)**] plus or minus 1/32 inch (0.8 mm).
    d. Between Door Face and Stop: 1/16 inch (1.6 mm) to 1/8 inch (3.2 mm) plus or minus 1/32 inch (0.8 mm).

3.4 ADJUSTING AND CLEANING

A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.

B. Remove grout and other bonding material from hollow-metal work immediately after installation.

C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.

D. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.

E. Factory-Finish Touchup: Clean abraded areas and repair with same material used for factory finish according to manufacturer's written instructions.

F. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

END OF SECTION 081113

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SECTION 083323 - OVERHEAD COILING DOORS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

1. Service doors.

B. Related Requirements:

1. Section 055000 "Metal Fabrications" for miscellaneous steel supports.
2. [**Section 099113 "Exterior Painting"**] [**and**] [**Section 099123 "Interior Painting"**] for finish painting of factory-primed doors.

1.3 ACTION SUBMITTALS

A. Product Data: For each type and size of overhead coiling door and accessory.

1. Include construction details, material descriptions, dimensions of individual components, profiles for slats, and finishes.
2. Include rated capacities, operating characteristics, electrical characteristics, and furnished accessories.
3. Include description of automatic closing device and testing and resetting instructions.

B. Shop Drawings: For each installation and for special components not dimensioned or detailed in manufacturer's product data.

1. Include plans, elevations, sections, and mounting details.
2. Include details of equipment assemblies, and indicate dimensions, required clearances, method of field assembly, components, and location and size of each field connection.
3. Include points of attachment and their corresponding static and dynamic loads imposed on structure.
4. For exterior components, include details of provisions for assembly expansion and contraction and for excluding and draining moisture to the exterior.
5. Show locations of controls, locking devices**,** detectors or replaceable fusible links, and other accessories.
6. Include diagrams for power, signal, and control wiring.

C. Samples for Initial Selection: Manufacturer's finish charts showing full range of colors and textures available for units with factory-applied finishes.

1. Include similar Samples of accessories involving color selection.

D. Samples for Verification: For each type of exposed finish on the following components, in manufacturer's standard sizes:

1. Curtain slats**,** including full vision window secured to slat.
2. Bottom bar with sensor edge.
3. Guides.
4. Brackets.
5. Locking device(s).
6. Include similar Samples of accessories involving color selection.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer.

B. Oversize Construction Certification: For door assemblies required to be fire-rated and that exceed size limitations of labeled assemblies.

1.5 CLOSEOUT SUBMITTALS

A. Maintenance Data: For overhead coiling doors to include in maintenance manuals.

1.6 QUALITY ASSURANCE

A. Installer Qualifications: An entity that employs installers and supervisors who are trained and approved by manufacturer for both installation and maintenance of units required for this Project.

1. Maintenance Proximity: Not more than two hours' normal travel time from Installer's place of business to Project site.

PART 2 - PRODUCTS

2.1 MANUFACTURERS, GENERAL

A. Source Limitations: Obtain overhead coiling doors from single source from single manufacturer.

1. Obtain operators and controls from overhead coiling door manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. Structural Performance, Exterior Doors: Capable of withstanding the design wind loads.

1. Design Wind Load: **As indicated on Drawings**

2. Testing: According to ASTM E 330
3. Deflection Limits: Design overhead coiling doors to withstand design wind load without evidencing permanent deformation or disengagement of door components.
4. Operability under Wind Load: Design overhead coiling doors to remain operable under design wind load, acting inward and outward.

B. Windborne-Debris Impact Resistance: Provide **glazed and impact-protective** overhead coiling doors that pass missile-impact and cyclic-pressure tests according to **ASTM E 1996 for Wind Zone 3**

1. Large-Missile Test: For overhead coiling doors located within 30 feet (9.144 m) of grade.

2.3 DOOR ASSEMBLY

A. Service Door: Overhead coiling door formed with curtain of interlocking metal slats.
1. Basis-of-Design Product: Subject to compliance with requirements, provide Cornell Iron Works, Inc. or comparable product by one of the following:
a. Cookson Company
b. Overhead Door Corporation
c. Raynor.

B. Operation Cycles: Door components and operators capable of operating for not less than 200,000. One operation cycle is complete when a door is opened from the closed position to the fully open position and returned to the closed position.

1. Include tamperproof cycle counter.

C. Air Infiltration: Maximum rate of **1.0 cfm/sq. ft. (5.1 L/s per sq. m)** at 15 and 25 mph (24.1 and 40.2 km/h) when tested according to ASTM E 283.

D. Door Curtain Material: Aluminum.

E. Door Curtain Slats: Flat profile slats of **1-7/8-inch (48-mm)** center-to-center height.
1. Fenestrated Slats: Approximately **3- by 5/8-inch (76- by 16-mm)** openings spaced approximately **1-1/2 inches (38 mm)** apart and beginning 12 inches (305 mm) from jamb guides.
2. Gasket Seal. Manufacturer's standard continuous gaskets between slats.

F. Bottom Bar: Two angles, each not less than **1-1/2 by 1-1/2 by 1/8 inch (38 by 38 by 3 mm)** thick ; fabricated from aluminum extrusions and finished to match door.

G. Curtain Jamb Guides: Aluminum with exposed finish matching curtain slats.

H. Electric Door Operator:

1. Usage Classification: Heavy duty, 25 or more cycles per hour and over 90 cycles per day
2. Operator Location: Top of Hood
3. Safety: Listed according to UL 325 by a qualified testing agency for commercial or industrial use
4. Motor Exposure: Interior

5. Emergency Manual Operation: Chain type.

6. Obstruction-Detection Device: Automatic photoelectric sensor

   a. Sensor Edge Bulb Color: Black

7. Control Station(s): Interior mounted

I. Curtain Accessories: Equip door with automatic closing device

J. Door Finish:
   1. Baked-Enamel or Powder-Coated Finish: Color as selected by Architect from manufacturer's full range

2.4 MATERIALS, GENERAL

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

2.5 DOOR CURTAIN MATERIALS AND CONSTRUCTION

A. Door Curtains: Fabricate overhead coiling-door curtain of interlocking metal slats, designed to withstand wind loading indicated, in a continuous length for width of door without splices. Unless otherwise indicated, provide slats of thickness and mechanical properties recommended by door manufacturer for performance, size, and type of door indicated, and as follows:
   1. Aluminum Door Curtain Slats: ASTM B 209 (ASTM B 209M) sheet or ASTM B 221 (ASTM B 221M) extrusions, alloy and temper standard with manufacturer for type of use and finish indicated; thickness of 0.050 inch (1.27 mm); and as required.
   2. Vision-Panel Glazing: Manufacturer's standard clear glazing, fabricated from transparent acrylic sheet or fire-protection rated glass as required for type of door; set in glazing channel secured to curtain slats.

B. Curtain Jamb Guides: Manufacturer's standard angles or channels and angles of same material and finish as curtain slats unless otherwise indicated, with sufficient depth and strength to retain curtain, to allow curtain to operate smoothly, and to withstand loading. Slot bolt holes for guide adjustment. Provide removable stops on guides to prevent overtravel of curtain, and a continuous bar for holding windlocks.

2.6 HOODS

A. General: Form sheet metal hood to entirely enclose coiled curtain and operating mechanism at opening head. Contour to fit end brackets to which hood is attached. Roll and reinforce top and bottom edges for stiffness. Form closed ends for surface-mounted hoods and fascia for any portion of between-jamb mounting that projects beyond wall face. Equip hood with intermediate support brackets as required to prevent sagging.
   1. Aluminum: 0.040-inch- (1.02-mm-) thick aluminum sheet complying with ASTM B 209 (ASTM B 209M), of alloy and temper recommended by manufacturer and finisher for type of use and finish indicated.

2.7 LOCKING DEVICES

A. Slide Bolt: Fabricate with side-locking bolts to engage through slots in tracks for locking by padlock, located on both left and right jamb sides, operable from coil side.

B. Locking Device Assembly: Fabricate with cylinder lock, spring-loaded dead bolt, operating handle, cam plate, and adjustable locking bars to engage through slots in tracks.

1. Lock Cylinders: Cylinders standard with manufacturer and keyed to building keying system.
2. Keys: Three for each cylinder.

C. Chain Lock Keeper: Suitable for padlock.

D. Safety Interlock Switch: Equip power-operated doors with safety interlock switch to disengage power supply when door is locked.

2.8 CURTAIN ACCESSORIES

A. Weatherseals for Exterior Doors: Equip each exterior door with weather-stripping gaskets fitted to entire exterior perimeter of door for a weather-resistant installation unless otherwise indicated.

1. At door head, use 1/8-inch- (3-mm-) thick, replaceable, continuous-sheet baffle secured to inside of hood or field- installed on the header.
2. At door jambs, use replaceable, adjustable, continuous, flexible, 1/8-inch- (3-mm-) thick seals of flexible vinyl, rubber, or neoprene.

2.9 COUNTERBALANCING MECHANISM

A. General: Counterbalance doors by means of manufacturer's standard mechanism with an adjustable-tension, steel helical torsion spring mounted around a steel shaft and contained in a spring barrel connected to top of curtain with barrel rings. Use grease-sealed bearings or self-lubricating graphite bearings for rotating members.

B. Counterbalance Barrel: Fabricate spring barrel of manufacturer's standard hot-formed, structural-quality, seamless or welded carbon-steel pipe, of sufficient diameter and wall thickness to support rolled-up curtain without distortion of slats and to limit barrel deflection to not more than 0.03 in./ft. (2.5 mm/m) of span under full load.

C. Counterbalance Spring: One or more oil-tempered, heat-treated steel helical torsion springs. Size springs to counterbalance weight of curtain, with uniform adjustment accessible from outside barrel. Secure ends of springs to barrel and shaft with cast-steel barrel plugs.

D. Torsion Rod for Counterbalance Shaft: Fabricate of manufacturer's standard cold-rolled steel, sized to hold fixed spring ends and carry torsional load.

E. Brackets: Manufacturer's standard mounting brackets of either cast iron or cold-rolled steel plate.

2.10 MANUAL DOOR OPERATORS

A. General: Equip door with manual door operator by door manufacturer.

B. Chain-Hoist Operator: Consisting of endless steel hand chain, chain-pocket wheel and guard, and gear-reduction unit with a maximum **25-lbf (111-N)** force for door operation. Provide alloy-steel hand chain with chain holder secured to operator guide.

2.11 ELECTRIC DOOR OPERATORS

A. General: Electric door operator assembly of size and capacity recommended and provided by door manufacturer for door and operation-cycles requirement specified, with electric motor and factory-prewired motor controls, starter, gear-reduction unit, solenoid-operated brake, clutch, control stations, control devices, integral gearing for locking door, and accessories required for proper operation.

B. Specific operators may not be available from all door manufacturers; operator features may not be common to all operator manufacturers. Consult door and operator manufacturers for recommendations.
   1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      1. Chamberlain Group, Inc. (The) – Basis of Design.
      2. Architect approved equivalent.Comply with NFPA 70.
   2. Control equipment complying with NEMA ICS 1, NEMA ICS 2, and NEMA ICS 6, with NFPA 70 Class 2 control circuit, maximum 24-V ac or dc.

C. Usage Classification: Electric operator and components capable of operating for not less than number of cycles per hour indicated for each door.

D. Door Operator Location(s): Operator location indicated for each door.

   1. Top-of-Hood Mounted: Operator is mounted to the right or left door head plate with the operator on top of the door-hood assembly and connected to the door drive shaft with drive chain and sprockets. Headroom is required for this type of mounting.

E. Motors: Reversible-type motor with controller (disconnect switch**)** for motor exposure indicated.

   1. Electrical Characteristics:

      a. Phase: Single phase
      b. Volts: 230V.
      c. Hertz: 60.

   2. Motor Size: Minimum size as indicated. If not indicated, large enough to start, accelerate, and operate door in either direction from any position, at a speed not less than 8 in./sec. (203 mm/s) and not more than 12 in./sec. (305 mm/s), without exceeding nameplate ratings or service factor.

3. Operating Controls, Controllers, Disconnect Switches, Wiring Devices, and Wiring: Manufacturer's standard unless otherwise indicated.
4. Coordinate wiring requirements and electrical characteristics of motors and other electrical devices with building electrical system and each location where installed.

F. Limit Switches: Equip each motorized door with adjustable switches interlocked with motor controls and set to automatically stop door at fully opened and fully closed positions.

G. Obstruction Detection Devices: External entrapment protection consisting of indicated automatic safety sensor capable of protecting full width of door opening. For non-fire-rated doors, activation of device immediately stops and reverses downward door travel.

1. Photoelectric Sensor: Manufacturer's standard system designed to detect an obstruction in door opening without contact between door and obstruction.

a. Self-Monitoring Type: Designed to interface with door operator control circuit to detect damage to or disconnection of sensing device. When self-monitoring feature is activated, door closes only with sustained or constant pressure on close button.

H. Control Station: Three-button control station in fixed location with momentary-contact push-button controls labeled "Open" and "Stop" and sustained- or constant-pressure push-button control labeled "Close."

1. Interior-Mounted Units: Full-guarded, surface-mounted, heavy-duty type, with general-purpose NEMA ICS 6, Type 1 enclosure.

I. Emergency Manual Operation: Equip each electrically powered door with capability for emergency manual operation. Design manual mechanism so required force for door operation does not exceed **25 lbf (111 N)**

J. Emergency Operation Disconnect Device: Equip operator with hand-operated disconnect mechanism for automatically engaging manual operator and releasing brake for emergency manual operation while disconnecting motor without affecting timing of limit switch. Mount mechanism so it is accessible from floor level. Include interlock device to automatically prevent motor from operating when emergency operator is engaged.

K. Motor Removal: Design operator so motor may be removed without disturbing limit-switch adjustment and without affecting emergency manual operation.

L. Audible and Visual Signals: Audible alarm and visual indicator lights in compliance with regulatory requirements for accessibility.

M. Portable Radio-Control System: Consisting of two of the following per door operator:

1. Three-channel universal coaxial receiver to open, close, and stop door.
2. Portable control device to open and stop door may be momentary-contact type; control to close door shall be sustained- or constant-pressure type.
3. Remote-antenna mounting kit.

2.12 GENERAL FINISH REQUIREMENTS

A. Comply with NAAMM/NOMMA's "Metal Finishes Manual for Architectural and Metal Products (AMP 500-06)" for recommendations for applying and designating finishes.

B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.13 ALUMINUM FINISHES

A. Baked-Enamel or Powder-Coat Finish: AAMA 2603. Comply with coating manufacturer's written instructions for cleaning, conversion coating, application, and baking.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates areas and conditions, with Installer present, for compliance with requirements for substrate construction and other conditions affecting performance of the Work.

B. Examine locations of electrical connections.

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Install overhead coiling doors and operating equipment complete with necessary hardware, anchors, inserts, hangers, and equipment supports; according to manufacturer's written instructions and as specified.

B. Install overhead coiling doors, hoods, controls, and operators at the mounting locations indicated for each door.

C. Accessibility: Install overhead coiling doors, switches, and controls along accessible routes in compliance with regulatory requirements for accessibility.

D. Power-Operated Doors: Install automatic garage doors openers according to UL 325.

3.3 STARTUP SERVICE

A. Engage a factory-authorized service representative to perform startup service.

1. Perform installation and startup checks according to manufacturer's written instructions.
2. Test and adjust controls and safety devices. Replace damaged and malfunctioning controls and equipment.

3. Test door closing when activated by detector or alarm-connected fire-release system. Reset door-closing mechanism after successful test.

3.4 ADJUSTING

A. Adjust hardware and moving parts to function smoothly so that doors operate easily, free of warp, twist, or distortion.

1. Adjust exterior doors and components to be weather-resistant.

B. Lubricate bearings and sliding parts as recommended by manufacturer.

C. Adjust seals to provide tight fit around entire perimeter.

3.5 MAINTENANCE SERVICE

A. Initial Maintenance Service: Beginning at Substantial Completion, maintenance service shall include 12 months' full maintenance by skilled employees of coiling-door Installer. Include quarterly preventive maintenance, repair or replacement of worn or defective components, lubrication, cleaning, and adjusting as required for door operation. Parts and supplies shall be manufacturer's authorized replacement parts and supplies.

1. Perform maintenance, including emergency callback service, during normal working hours.
2. Include 24-hour-per-day, seven-day-per-week, emergency callback service.

3.6 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain overhead coiling doors.

END OF SECTION 083323

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SECTION 085113 - ALUMINUM WINDOWS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes aluminum windows for exterior locations.

1.3 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review and finalize construction schedule and verify availability of materials, Installer's personnel, equipment, and facilities needed to make progress and avoid delays.
2. Review and discuss the finishing of aluminum windows that is required to be coordinated with the finishing of other aluminum work for color and finish matching.
3. Review, discuss, and coordinate the interrelationship of aluminum windows with other exterior wall components. Include provisions for anchoring, flashing, weeping, sealing perimeters, and protecting finishes.
4. Review and discuss the sequence of work required to construct a watertight and weathertight exterior building envelope.
5. Inspect and discuss the condition of substrate and other preparatory work performed by other trades.

1.4 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include construction details, material descriptions, glazing and fabrication methods, dimensions of individual components and profiles, hardware, and finishes for aluminum windows.

B. Shop Drawings: For aluminum windows.

1. Include plans, elevations, sections, hardware, accessories, insect screens, operational clearances, and details of installation, including anchor, flashing, and sealant installation.

C. Samples: For each exposed product and for each color specified, [**2 by 4 inches (50 by 100 mm)**] in size.

D. Samples for Initial Selection: For units with factory-applied finishes.

1. Include Samples of hardware and accessories involving color selection.

E. Samples for Verification: For aluminum windows and components required, showing full range of color variations for finishes, and prepared on Samples of size indicated below:

1. Exposed Finishes: **2 by 4 inches (50 by 100 mm)**.
2. Exposed Hardware: Full-size units.

F. Product Schedule: For aluminum windows. Use same designations indicated on Drawings.

1.5 INFORMATIONAL SUBMITTALS

A. Qualification Data: For manufacturer and Installer.

B. Product Test Reports: For each type of aluminum window, for tests performed by a qualified testing agency.

C. Field quality-control reports.

D. Sample Warranties: For manufacturer's warranties.

1.6 QUALITY ASSURANCE

A. Manufacturer Qualifications: A manufacturer capable of fabricating aluminum windows that meet or exceed performance requirements indicated and of documenting this performance by test reports and calculations.

B. Installer Qualifications: An installer acceptable to aluminum window manufacturer for installation of units required for this Project.

C. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for materials and execution.

1. Build mockup of typical wall area as shown on Drawings.
2. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
3. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.7 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace aluminum windows that fail in materials or workmanship within specified warranty period.

1. Failures include, but are not limited to, the following:

a. Failure to meet performance requirements.

b. Structural failures including excessive deflection, water leakage, condensation, and air infiltration.
c. Faulty operation of movable sash and hardware.
d. Deterioration of materials and finishes beyond normal weathering.
e. Failure of insulating glass.

2. Warranty Period:

a. Window: 10 years from date of Substantial Completion.
b. Glazing Units: 20 years from date of Substantial Completion.
c. Aluminum Finish: 20 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Source Limitations: Obtain aluminum windows from single source from single manufacturer.

2.2 WINDOW PERFORMANCE REQUIREMENTS

A. Product Standard: Comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.

1. Window Certification: AAMA certified with label attached to each window.

B. Performance Class and Grade: AAMA/WDMA/CSA 101/I.S.2/A440 as follows:

1. Minimum Performance Class: As indicated on Drawings.
2. Minimum Performance Grade: As indicated on Drawings

C. Thermal Transmittance: NFRC 100 maximum whole-window U-factor of **0.30 Btu/sq. ft. x h x deg F (1.71 W/sq. m x K)**

D. Solar Heat-Gain Coefficient (SHGC): NFRC 200 maximum whole-window SHGC of 0.27

E. Condensation-Resistance Factor (CRF): Provide aluminum windows tested for thermal performance according to AAMA 1503, showing a CRF of 45

F. Thermal Movements: Provide aluminum windows, including anchorage, that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

1. Temperature Change: 120 deg F (67 deg C) ambient; 180 deg F (100 deg C) material surfaces.

G. Sound Transmission Class (STC): Rated for not less than 26 STC when tested for laboratory sound transmission loss according to ASTM E 90 and determined by ASTM E 413.

H. Outside-Inside Transmission Class (OITC): Rated for not less than 22 OITC when tested for laboratory sound transmission loss according to ASTM E 90 and determined by ASTM E 1332.

I. Windborne-Debris-Impact Resistance: Capable of resisting impact from windborne debris based on testing glazed windows identical to those specified, according to ASTM E 1886 and testing information in ASTM E 1996 and requirements of authorities having jurisdiction.

2.3 ALUMINUM WINDOWS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. All Seasons Window & Door Mfg.; All Seasons Commercial Division, Inc.
2. Arcadia, Inc.
3. Boyd Aluminum Manufacturing.
4. Custom Window Company.
5. DeSCo Windows.
6. EFCO Corporation.
7. Fleetwood Windows & Doors.
8. Gerkin Windows and Doors.
9. Graham Architectural Products Corporation.
10. J. Sussman, Inc.
11. Kawneer North America; an Alcoa company.
12. Manko Window Systems, Inc.
13. Mannix.
14. Peerless Products Inc.
15. PGT.
16. Quaker Construction Products, Inc.
17. Solar Innovations, Inc.
18. Thermal Windows, Inc.
19. TRACO.
20. Wausau Window and Wall Systems; Apogee Wausau Group.
21. Winco Manufacturing Co.
22. Wojan Window & Door.
23. YKK AP America Inc.

B. Operating Types: Provide the following operating types in locations indicated on Drawings:

C. Frames and Sashes: Aluminum extrusions complying with AAMA/WDMA/CSA 101/I.S.2/A440.

1. Thermally Improved Construction: Fabricate frames, sashes, and muntins with an integral, concealed, low-conductance thermal barrier located between exterior materials and window members exposed on interior side in a manner that eliminates direct metal-to-metal contact.

D. Glass: Clear annealed glass, ASTM C 1036, Type 1, Class 1, q3.

1. Kind: Fully tempered

E. Windborne-Debris-Impact-Resistant Insulating-Glass Units: ASTM E 2190 with two lites and complying with impact-resistance requirements in "Window Performance Requirements" Article.

1. Exterior Lite: ASTM C 1036, Type 1, Class 1, q3.

a. Tint: Clear
b. Kind: Fully tempered.

2. Interior Lite: ASTM C 1172 clear laminated glass with two plies of float glass.

a. Float Glass: As required by performance requirements indicated.
b. Interlayer Thickness: As required by performance requirements indicated

3. Filling: Fill space between glass lites with argon.
4. Low-E Coating: Sputtered on second or third surface

F. Glazing System: Manufacturer's standard factory-glazing system that produces weathertight seal.

G. Hardware, General: Provide manufacturer's standard hardware fabricated from aluminum, stainless steel, carbon steel complying with AAMA 907, or other corrosion-resistant material compatible with adjacent materials; designed to smoothly operate, tightly close, and securely lock windows, and sized to accommodate sash weight and dimensions.

1. Exposed Hardware Color and Finish: As selected by Architect from manufacturer's full range

H. Hung Window Hardware:

1. Counterbalancing Mechanism: Complying with AAMA 902, concealed, of size and capacity to hold sash stationary at any open position.
2. Locks and Latches: Allow unobstructed movement of the sash across adjacent sash in direction indicated and operated from the inside only.
3. Tilt Latch: Releasing latch allows sash to pivot about horizontal axis to facilitate cleaning exterior surfaces from the interior.

I. Weather Stripping: Provide full-perimeter weather stripping for each operable sash unless otherwise indicated.

J. Fasteners: Noncorrosive and compatible with window members, trim, hardware, anchors, and other components.

1. Exposed Fasteners: Do not use exposed fasteners to greatest extent possible. For application of hardware, use fasteners that match finish hardware being fastened.

2.4 ACCESSORIES

A. Dividers (False Muntins): Provide extruded-aluminum divider grilles in designs indicated for each sash lite.

1. Type: Permanently located between insulating-glass lites
2. Pattern: As indicated on Drawings
3. Profile: As selected by Architect from manufacturer's full range

B. Subsills: Thermally broken extruded-aluminum subsills in configurations indicated on Drawings.

C. Interior Trim: Extruded-aluminum profiles in sizes and configurations indicated on Drawings.

D. Panning Trim: Extruded-aluminum profiles in sizes and configurations indicated on Drawings.

2.5 INSECT SCREENS

A. General: Fabricate insect screens to integrate with window frame. Provide screen for each operable exterior sash. Screen wickets are not permitted.

1. Type and Location: Full, outside for double-hung sashes.

B. Aluminum Frames: Manufacturer's standard aluminum alloy complying with SMA 1004 or SMA 1201. Fabricate frames with mitered or coped joints or corner extrusions, concealed fasteners, and removable PVC spline/anchor concealing edge of frame.

1. Tubular Framing Sections and Cross Braces: Roll formed from aluminum sheet.

C. Aluminum Wire Fabric: 18-by-16 (1.1-by-1.3-mm) mesh of 0.011-inch- (0.28-mm-) diameter, coated aluminum wire.

1. Wire-Fabric Finish: Natural bright

2.6 FABRICATION

A. Fabricate aluminum windows in sizes indicated. Include a complete system for assembling components and anchoring windows.

B. Glaze aluminum windows in the factory.

C. Weather strip each operable sash to provide weathertight installation.

D. Weep Holes: Provide weep holes and internal passages to conduct infiltrating water to exterior.

E. Provide water-shed members above side-hinged sashes and similar lines of natural water penetration.

F. Mullions: Provide mullions and cover plates, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide

for movement of window units due to thermal expansion and building deflections. Provide mullions and cover plates capable of withstanding design wind loads of window units.

G. Complete fabrication, assembly, finishing, hardware application, and other work in the factory to greatest extent possible. Disassemble components only as necessary for shipment and installation.

2.7 GENERAL FINISH REQUIREMENTS

A. Comply with NAAMM's "Metal Finishes Manual" for recommendations for applying and designating finishes.

B. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

C. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

2.8 ALUMINUM FINISHES

A. Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.

B. High-Performance Organic Finish (Three-Coat Fluoropolymer): AA-C12C40R1x (Chemical Finish: cleaned with inhibited chemicals; Chemical Finish: conversion coatings; Organic Coating: manufacturer's standard three-coat, thermocured system consisting of specially formulated inhibitive primer, fluoropolymer color coat, and clear fluoropolymer topcoat, with both color coat and clear topcoat containing not less than 70 percent polyvinylidene fluoride resin by weight). Prepare, pretreat, and apply coating to exposed metal surfaces to comply with AAMA 2605 and with coating and resin manufacturers' written instructions.

1. Color and Gloss: As selected by Architect from full range of industry colors and color densities

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. Verify rough opening dimensions, levelness of sill plate, and operational clearances.

C. Examine wall flashings, vapor retarders, water and weather barriers, and other built-in components to ensure weathertight window installation.

D. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E 2112.

B. Install windows level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.

C. Install windows and components to drain condensation, water penetrating joints, and moisture migrating within windows to the exterior.

D. Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.

3.3 FIELD QUALITY CONTROL

A. Testing Agency: **Engage** a qualified testing agency to perform tests and inspections.

1. Testing and inspecting agency will interpret tests and state in each report whether tested work complies with or deviates from requirements.

B. Testing Services: Testing and inspecting of installed windows shall take place as follows:

1. Testing Methodology: Testing of windows for air infiltration and water resistance shall be performed according to AAMA 502.
2. Air-Infiltration Testing:

    a. Test Pressure: That required to determine compliance with AAMA/WDMA/CSA 101/I.S.2/A440 performance class indicated.
    b. Allowable Air-Leakage Rate: **1.5** times the applicable AAMA/WDMA/CSA 101/I.S.2/A440 rate for product type and performance class rounded down to one decimal place.

3. Water-Resistance Testing:

    a. Test Pressure: **Two-thirds** times test pressure required to determine compliance with AAMA/WDMA/CSA 101/I.S.2/A440 performance grade indicated.
    b. Allowable Water Infiltration: No water penetration.

4. Testing Extent: **Three** windows of each type as selected by Architect and a qualified independent testing and inspecting agency. Windows shall be tested after perimeter sealants have cured.
5. Test Reports: Prepared according to AAMA 502.

C. Windows will be considered defective if they do not pass tests and inspections.

D. Prepare test and inspection reports.

3.4 ADJUSTING, CLEANING, AND PROTECTION

A. Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.

B. Clean exposed surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.

1. Keep protective films and coverings in place until final cleaning.

C. Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

D. Protect window surfaces from contact with contaminating substances resulting from construction operations. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written instructions.

END OF SECTION 085113

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SECTION 099113 - EXTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes surface preparation and the application of paint systems on the following exterior substrates:

1. Concrete.
2. Steel.
3. Galvanized metal.
4. Aluminum (not anodized or otherwise coated).
5. Wood.

B. Related Sections include the following:

1. Division 05 Sections for shop priming of metal substrates with primers specified in this Section.
2. Division 06 Sections for shop priming carpentry with primers specified in this Section.
3. Division 09 painting Sections for special-use coatings.
4. Division 09 Section "Interior Painting" for surface preparation and the application of paint systems on interior substrates.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Initial Selection: For each type of topcoat product indicated.

C. Samples for Verification: For each type of paint system and each color and gloss of topcoat indicated.

1. Submit Samples on rigid backing, 8 inches (200 mm) square.
2. Step coats on Samples to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

D. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.

2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

1.4 QUALITY ASSURANCE

A. MPI Standards:

1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List".
2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

B. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.

a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
b. Other Items: Architect will designate items or areas required.

2. Final approval of color selections will be based on benchmark samples.

a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.6 PROJECT CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

B. Do not apply paints in snow, rain, fog, or mist; when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

1.7 EXTRA MATERIALS

A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.

1. Quantity: Furnish an additional 1 gal. of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Benjamin Moore & Co.
2. BLP Mobile Paint Manufacturing.
3. ChemRex.
4. Columbia Paint & Coatings.
5. Coronado Paint.
6. Davis Paint Company.
7. Duron, Inc.
8. ICI Paints.
9. Porter Paints.
10. PPG Architectural Finishes, Inc.
11. Sherwin-Williams Company (The).
12. Vista Paint.

2.2 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. Colors: As selected by Architect from manufacturer's full range.

2.3 BLOCK FILLERS

A. Interior/Exterior Latex Block Filler: MPI #4.

1. VOC Content: E Range of E2.

2.4 PRIMERS/SEALERS

A. Bonding Primer (Solvent Based): MPI #69.

1. VOC Content: E Range of E2.

B. Wood-Knot Sealer: Sealer recommended in writing by topcoat manufacturer for use in paint system indicated.

2.5 METAL PRIMERS

A. Quick-Drying Alkyd Metal Primer: MPI #76.

1. VOC Content: E Range of E2.

B. Cementitious Galvanized-Metal Primer: MPI #26.

1. VOC Content: E Range of E1.

C. Quick-Drying Primer for Aluminum: MPI #95.

1. VOC Content: E Range of E2.

2.6 WOOD PRIMERS

A. Exterior Alkyd Wood Primer: MPI #5.

1. VOC Content: E Range of E2.

B. Exterior Oil Wood Primer: MPI #7.

1. VOC Content: E Range of E2.

2.7 EXTERIOR ALKYD PAINTS

A. Exterior Alkyd Enamel (Semigloss): MPI #94 (Gloss Level 5).

1. VOC Content: E Range of E2.

2.8 QUICK-DRYING ENAMELS

A. Quick-Drying Enamel (Semigloss): MPI #81 (Gloss Level 5).

1. VOC Content: E Range of E2.

2.9 ALUMINUM PAINT

A. Aluminum Paint: MPI #1.

1. VOC Content: E Range of E2.

2.10 FLOOR COATINGS

A. Interior/Exterior Clear Concrete Floor Sealer (Solvent Based): MPI #104.

1. VOC Content: E Range of E2.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
2. Masonry: 12 percent.
3. Wood: 15 percent.
4. Plaster: 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.

1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.

D. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.

E. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

F. Aluminum Substrates: Remove surface oxidation.

G. Wood Substrates:

1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
2. Sand surfaces that will be exposed to view, and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

H. Plaster Substrates: Do not begin paint application until plaster is fully cured and dry.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions.

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable items same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed items with prime coat only.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

3.4 FIELD QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:

1. Owner will engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
2. Testing agency will perform tests for compliance of paint materials with product requirements.
3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 EXTERIOR PAINTING SCHEDULE

A. Concrete Substrates, Nontraffic Surfaces:

1. Latex System:

a. Prime Coat: Latex, exterior, matching topcoat.
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior semi-gloss (Gloss Level 5), MPI #11.

B. CMU Substrates:

1. Latex System:

a. Prime Coat: Block filler, latex, interior/exterior, MPI #4.
b. Intermediate Coat: Latex, exterior, matching topcoat.
c. Topcoat: Latex, exterior semi-gloss (Gloss Level 5), MPI #11.

C. Steel Substrates:

1. Quick-Drying Enamel System:

a. Prime Coat: Primer, alkyd, quick dry, for metal, MPI #76.
b. Intermediate Coat: Alkyd, quick dry, matching topcoat.
c. Topcoat: Alkyd, quick dry, semi-gloss (Gloss Level 5), MPI #81.

D. Galvanized-Metal Substrates:

1. Alkyd System:

a. Prime Coat: Primer, galvanized metal, as recommended in writing by topcoat manufacturer for exterior use on galvanized-metal substrates with topcoat indicated.
b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
c. Topcoat: Alkyd, exterior, semi-gloss (Gloss Level 5), MPI #94.

E. Aluminum Substrates:

1. Alkyd System:

a. Prime Coat: Primer, quick dry, for aluminum, MPI #95.
b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
c. Topcoat: Alkyd, exterior, semi-gloss (Gloss Level 5), MPI #94.

F. Dressed Lumber Substrates: Including architectural woodwork.

1. Alkyd System:

a. Prime Coat: Primer, alkyd for exterior wood, MPI #5.
b. Intermediate Coat: Exterior alkyd enamel matching topcoat.
c. Topcoat: Alkyd, exterior, semi-gloss (Gloss Level 5), MPI #94.

END OF SECTION 099113

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes surface preparation and the application of paint systems on the following interior substrates:

1. Concrete.
2. Concrete masonry units (CMU).
3. Steel.
4. Galvanized metal.
5. Aluminum (not anodized or otherwise coated).
6. Wood.
7. Gypsum board.
8. Plaster.

B. Related Sections include the following:

1. Division 05 Sections for shop priming of metal substrates with primers specified in this Section.
2. Division 06 Sections for shop priming carpentry with primers specified in this Section.
3. Division 09 painting Sections for special-use coatings.
4. Division 09 Section "Exterior Painting" for surface preparation and the application of paint systems on exterior substrates.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Samples for Initial Selection: For each type of topcoat product indicated.

C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat indicated.

1. Submit Samples on rigid backing, 8 inches (200 mm) square.
2. Step coats on Samples to show each coat required for system.
3. Label each coat of each Sample.
4. Label each Sample for location and application area.

D. Product List: For each product indicated, include the following:

1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
2. Printout of current "MPI Approved Products List" for each product category specified in Part 2, with the proposed product highlighted.

1.4 QUALITY ASSURANCE

A. MPI Standards:

1. Products: Complying with MPI standards indicated and listed in "MPI Approved Products List".
2. Preparation and Workmanship: Comply with requirements in "MPI Architectural Painting Specification Manual" for products and paint systems indicated.

B. Mockups: Apply benchmark samples of each paint system indicated and each color and finish selected to verify preliminary selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.

a. Wall and Ceiling Surfaces: Provide samples of at least 100 sq. ft. (9 sq. m).
b. Other Items: Architect will designate items or areas required.

2. Apply benchmark samples after permanent lighting and other environmental services have been activated.
3. Final approval of color selections will be based on benchmark samples.

a. If preliminary color selections are not approved, apply additional benchmark samples of additional colors selected by Architect at no added cost to Owner.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F (7 deg C).

1. Maintain containers in clean condition, free of foreign materials and residue.
2. Remove rags and waste from storage areas daily.

1.6 PROJECT CONDITIONS

A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F (10 and 35 deg C).

B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F (3 deg C) above the dew point; or to damp or wet surfaces.

1.7 EXTRA MATERIALS

A. Furnish extra materials described below that are from same production run (batch mix) as materials applied and that are packaged for storage and identified with labels describing contents.

1. Quantity: Furnish an additional 1 gal. of each material and color applied.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Benjamin Moore & Co.
2. BLP Mobile Paint Manufacturing.
3. ChemRex.
4. Columbia Paint & Coatings.
5. Coronado Paint.
6. Davis Paint Company.
7. Duron, Inc.
8. ICI Paints.
9. Porter Paints.
10. PPG Architectural Finishes, Inc.
11. Sherwin-Williams Company (The).
12. Vista Paint.

2.2 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. VOC Content of Field-Applied Interior Paints and Coatings: Provide products that comply with the following limits for VOC content, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24); these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:

1. Flat Paints, Coatings, and Primers: VOC content of not more than 50 g/L.
2. Nonflat Paints, Coatings, and Primers: VOC content of not more than 150 g/L.
3. Anti-Corrosive and Anti-Rust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.
4. Floor Coatings: VOC not more than 100 g/L.

5. Flat Topcoat Paints: VOC content of not more than 50 g/L.
6. Nonflat Topcoat Paints: VOC content of not more than 150 g/L.
7. Anti-Corrosive and Anti-Rust Paints Applied to Ferrous Metals: VOC not more than 250 g/L.
8. Floor Coatings: VOC not more than 100 g/L.
9. Primers, Sealers, and Undercoaters: VOC content of not more than 200 g/L.
10. Zinc-Rich Industrial Maintenance Primers: VOC content of not more than 340 g/L.

C. Chemical Components of Field-Applied Interior Paints and Coatings: Provide topcoat paints and anti-corrosive and anti-rust paints applied to ferrous metals that comply with the following chemical restrictions; these requirements do not apply to paints and coatings that are applied in a fabrication or finishing shop:

1. Aromatic Compounds: Paints and coatings shall not contain more than 1.0 percent by weight of total aromatic compounds (hydrocarbon compounds containing one or more benzene rings).
2. Restricted Components: Paints and coatings shall not contain any of the following:

a. Acrolein.
b. Acrylonitrile.
c. Antimony.
d. Benzene.
e. Butyl benzyl phthalate.
f. Cadmium.
g. Di (2-ethylhexyl) phthalate.
h. Di-n-butyl phthalate.
i. Di-n-octyl phthalate.
j. 1,2-dichlorobenzene.
k. Diethyl phthalate.
l. Dimethyl phthalate.
m. Ethylbenzene.
n. Formaldehyde.
o. Hexavalent chromium.
p. Isophorone.
q. Lead.
r. Mercury.
s. Methyl ethyl ketone.
t. Methyl isobutyl ketone.
u. Methylene chloride.
v. Naphthalene.
w. Toluene (methylbenzene).
x. 1,1,1-trichloroethane.
y. Vinyl chloride.

D. Colors: As selected by Architect from manufacturer's full range.

2.3 BLOCK FILLERS

A. Interior/Exterior Latex Block Filler: MPI #4.

1. VOC Content: E Range of E2.

2.4 PRIMERS/SEALERS

A. Interior Latex Primer/Sealer: MPI #50.

1. VOC Content: E Range of E2.
2. Environmental Performance Rating: EPR 2.

B. Interior Alkyd Primer/Sealer: MPI #45.

1. VOC Content: E Range of E2.

C. Wood-Knot Sealer: Sealer recommended in writing by topcoat manufacturer for use in paint systems indicated.

2.5 METAL PRIMERS

A. Alkyd Anticorrosive Metal Primer: MPI #79.

1. VOC Content: E Range of E2.

B. Cementitious Galvanized-Metal Primer: MPI #26.

1. VOC Content: E Range of E1.

C. Quick-Drying Primer for Aluminum: MPI #95.

1. VOC Content: E Range of E2.

2.6 LATEX PAINTS

A. Interior Latex (Semigloss): MPI #54 (Gloss Level 5).

1. VOC Content: E Range of E2.
2. Environmental Performance Rating: EPR 3.

B. Institutional Low-Odor/VOC Latex (Semigloss): MPI #147 (Gloss Level 5).

1. VOC Content: E Range of E3.
2. Environmental Performance Rating: EPR 5.5.

C. High-Performance Architectural Latex (Satin): MPI #140 (Gloss Level 4).

1. VOC Content: E Range of E3.
2. Environmental Performance Rating: EPR 6.5.

2.7 ALKYD PAINTS

A. Interior Alkyd (Semigloss): MPI #47 (Gloss Level 5).

1. VOC Content: E Range of E2.

2. Environmental Performance Rating: EPR 2.

B. Interior Alkyd (Gloss): MPI #48 (Gloss Level 6).

1. VOC Content: E Range of E2.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
2. Masonry: 12 percent.
3. Wood: 15 percent.
4. Gypsum Board: 12 percent.
5. Plaster: 12 percent.

C. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers.

D. Begin coating application only after unsatisfactory conditions have been corrected and surfaces are dry.

1. Beginning coating application constitutes Contractor's acceptance of substrates and conditions.

3.2 PREPARATION

A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates indicated.

B. Remove plates, machined surfaces, and similar items already in place that are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
2. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.

C. Clean substrates of substances that could impair bond of paints, including dirt, oil, grease, and incompatible paints and encapsulants.

1. Remove incompatible primers and reprime substrate with compatible primers as required to produce paint systems indicated.

D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

E. Concrete Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.

F. Steel Substrates: Remove rust and loose mill scale. Clean using methods recommended in writing by paint manufacturer.

G. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.

H. Aluminum Substrates: Remove surface oxidation.

I. Wood Substrates:

1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
2. Sand surfaces that will be exposed to view, and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

J. Gypsum Board Substrates: Do not begin paint application until finishing compound is dry and sanded smooth.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions.

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide sufficient difference in shade of undercoats to distinguish each separate coat.

C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.

D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

E. Painting Mechanical and Electrical Work: Paint items exposed in equipment rooms and occupied spaces including, but not limited to, the following:

1. Mechanical Work:

a. Uninsulated metal piping.
b. Pipe hangers and supports.
c. Tanks that do not have factory-applied final finishes.
d. Visible portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets.
e. Mechanical equipment that is indicated to have a factory-primed finish for field painting.

2. Electrical Work:

a. Electrical equipment that is indicated to have a factory-primed finish for field painting.

3.4 FIELD QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure at any time and as often as Owner deems necessary during the period when paints are being applied:

1. Owner will engage the services of a qualified testing agency to sample paint materials being used. Samples of material delivered to Project site will be taken, identified, sealed, and certified in presence of Contractor.
2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying paints if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying-paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

3.5 CLEANING AND PROTECTION

A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.

B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.

C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.

D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

A. Steel Substrates:

1. High-Performance Architectural Latex System:

   a. Prime Coat: Primer, alkyd, anti-corrosive, for metal, MPI #79.
   b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
   c. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5), MPI #141.

B. Galvanized-Metal Substrates:

1. High-Performance Architectural Latex System:

   a. Prime Coat: Primer, galvanized, water based, MPI #134.
   b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
   c. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5), MPI #141.

C. Aluminum (Not Anodized or Otherwise Coated) Substrates:

1. High-Performance Architectural Latex System:

   a. Prime Coat: Primer, quick dry, for aluminum, MPI #95.
   b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
   c. Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5), MPI #141.

D. Gypsum Board Substrates:

1. Prime Coat: Primer sealer, latex, interior, MPI #50.
2. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
3. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3), MPI #139.

E. Concrete Substrates, Nontraffic Surfaces:

1. High-Performance Architectural Latex System:

   a. Prime Coat: Primer, alkali resistant, water based, MPI #3.
   b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
   c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3), MPI #139.

F. CMU Substrates:

1. High-Performance Architectural Latex System:

a. Block Filler: Block filler, latex, interior/exterior, MPI #4.
b. Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
c. Topcoat: Latex, interior, high performance architectural, (Gloss Level 3), MPI #139.

G. Wood Substrates:

1. High-Performance Architectural Latex System:

a) Prime Coat: Primer, latex, for interior wood, MPI #39.
c) Intermediate Coat: Latex, interior, high performance architectural, matching topcoat.
e) Topcoat: Latex, interior, high performance architectural, semi-gloss (Gloss Level 5), MPI #141.

END OF SECTION 099123

SECTION 260519 - LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Building wires and cables rated 600 V and less.
2. Connectors, splices, and terminations rated 600 V and less.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

PART 2 - PRODUCTS

2.1 CONDUCTORS AND CABLES

A. Copper Conductors: Comply with NEMA WC 70/ICEA S-95-658.

B. Conductor Insulation: Comply with NEMA WC 70/ICEA S-95-658 for Type THW-2, Type THHN-2-THWN-2.

2.2 CONNECTORS AND SPLICES

A. Description: Factory-fabricated connectors and splices of size, ampacity rating, material, type, and class for application and service indicated.

2.3 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NFPA 70.

PART 3 - EXECUTION

3.1 CONDUCTOR MATERIAL APPLICATIONS

A. Feeders: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger.

B. Branch Circuits: Copper. Solid for No. 10 AWG and smaller; stranded for No. 8 AWG and larger, except VFC cable, which shall be extra flexible stranded.

3.2 CONDUCTOR INSULATION AND MULTICONDUCTOR CABLE APPLICATIONS AND WIRING METHODS

A. Service Entrance: Type THHN-2-THWN-2, single conductors in raceway.

B. Exposed Feeders: Type THHN-2-THWN-2, single conductors in raceway.

C. Feeders Concealed in Ceilings, Walls, Partitions, and Crawlspaces: Type THHN-2-THWN-2, single conductors in raceway.

D. Feeders Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-2-THWN-2, single conductors in raceway.

E. Feeders Installed below Raised Flooring: Type THHN-2-THWN-2, single conductors in raceway.

F. Exposed Branch Circuits, Including in Crawlspaces: Type THHN-2-THWN-2, single conductors in raceway.

G. Branch Circuits Concealed in Ceilings, Walls, and Partitions: Type THHN-2-THWN-2, single conductors in raceway or Metal Clad cable – type MC.

H. Branch Circuits Concealed in Concrete, below Slabs-on-Grade, and Underground: Type THHN-2-THWN-2, single conductors in raceway.

I. Branch Circuits Installed below Raised Flooring: Type THHN-2-THWN-2, single conductors in raceway.

J. Cord Drops and Portable Appliance Connections: Type SO, hard service cord with stainless-steel, wire-mesh, strain relief device at terminations to suit application.

3.3 INSTALLATION OF CONDUCTORS AND CABLES

A. Conceal cables in finished walls, ceilings, and floors unless otherwise indicated.

B. Complete raceway installation between conductor and cable termination points according to Section 260533 "Raceways and Boxes for Electrical Systems" prior to pulling conductors and cables.

C. Use manufacturer-approved pulling compound or lubricant where necessary; compound used must not deteriorate conductor or insulation. Do not exceed manufacturer's recommended maximum pulling tensions and sidewall pressure values.

D. Use pulling means, including fish tape, cable, rope, and basket-weave wire/cable grips, that will not damage cables or raceway.

E. Install exposed cables parallel and perpendicular to surfaces of exposed structural members, and follow surface contours where possible.

F. Support cables according to Section 260529 "Hangers and Supports for Electrical Systems."

3.4 CONNECTIONS

A. Tighten electrical connectors and terminals according to manufacturer's published torque-tightening values. If manufacturer's torque values are not indicated, use those specified in UL 486A-486B.

B. Make splices, terminations, and taps that are compatible with conductor material and that possess equivalent or better mechanical strength and insulation ratings than unspliced conductors.

1. Use oxide inhibitor in each splice, termination, and tap for aluminum conductors.

C. Wiring at Outlets: Install conductor at each outlet, with at least 12 inches of slack.

3.5 IDENTIFICATION

A. Identify and color-code conductors and cables according to Section 260553 "Identification for Electrical Systems."

B. Identify each spare conductor at each end with identity number and location of other end of conductor, and identify as spare conductor.

3.6 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.7 FIRESTOPPING

A. Apply firestopping to electrical penetrations of fire-rated floor and wall assemblies to restore original fire-resistance rating of assembly according to Section 078413 "Penetration Firestopping."

3.8 FIELD QUALITY CONTROL

A. Perform the following tests and inspections:

1. After installing conductors and cables and before electrical circuitry has been energized, test service entrance and feeder conductors and conductors feeding the following critical equipment and services for compliance with requirements.

2. Perform each visual and mechanical inspection and electrical test stated in NETA Acceptance Testing Specification. Certify compliance with test parameters.
3. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each splice in conductors No. 3 AWG and larger. Remove box and equipment covers so splices are accessible to portable scanner. Correct deficiencies determined during the scan.

    a. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each splice 11 months after date of Substantial Completion.
    b. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
    c. Record of Infrared Scanning: Prepare a certified report that identifies splices checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.

B. Test and Inspection Reports: Prepare a written report to record the following:

1. Procedures used.
2. Results that comply with requirements.
3. Results that do not comply with requirements and corrective action taken to achieve compliance with requirements.

C. Cables will be considered defective if they do not pass tests and inspections.

END OF SECTION 260519

SECTION 260526 - GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes grounding and bonding systems and equipment.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with UL 467 for grounding and bonding materials and equipment.

2.2 CONDUCTORS

A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.

B. Bare Copper Conductors:

1. Solid Conductors: ASTM B 3.
2. Stranded Conductors: ASTM B 8.
3. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.

2.3 CONNECTORS

A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.

B. Bolted Connectors for Conductors and Pipes: Copper.

C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

D. Bus-Bar Connectors: Mechanical type, cast silicon bronze, solderless exothermic-type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

2.4 GROUNDING ELECTRODES

A. Ground Rods: Copper-clad steel, sectional type; 3/4 inch by 10 feet (19 mm by 3 m).

PART 3 - EXECUTION

3.1 APPLICATIONS

A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.

B. Conductor Terminations and Connections:

1. Pipe and Equipment Grounding Conductor Terminations: Bolted connectors.
2. Underground Connections: Welded connectors except at test wells and as otherwise indicated.
3. Connections to Ground Rods at Test Wells: Bolted connectors.

3.2 GROUNDING AT THE SERVICE

A. Equipment grounding conductors and grounding electrode conductors shall be connected to the ground bus. Install a main bonding jumper between the neutral and ground buses.

3.3 GROUNDING UNDERGROUND DISTRIBUTION SYSTEM COMPONENTS

A. Comply with IEEE C2 grounding requirements.

B. Install two ground rods around the pad. Ground pad-mounted equipment and noncurrent-carrying metal items associated with substations by connecting them to underground cable and grounding electrodes. Install tinned-copper conductor not less than No. 2 AWG for taps to equipment grounding terminals.

3.4 EQUIPMENT GROUNDING

A. Install insulated equipment grounding conductors with all feeders and branch circuits.

3.5 INSTALLATION

A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.

B. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade unless otherwise indicated.

1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.

C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

D. Grounding and Bonding for Piping:
1. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

3.6 FIELD QUALITY CONTROL

A. Perform tests and inspections. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.

END OF SECTION 260526

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SECTION 260533 - RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Metal conduits, tubing, and fittings.
2. Nonmetal conduits, tubing, and fittings.
3. Metal wireways and auxiliary gutters.
4. Nonmetal wireways and auxiliary gutters.
5. Surface raceways.
6. Boxes, enclosures, and cabinets.

1.2 ACTION SUBMITTALS

A. Product Data: For surface raceways, wireways and fittings, floor boxes, hinged-cover enclosures, and cabinets.

B. Shop Drawings: For custom enclosures and cabinets. Include plans, elevations, sections, and attachment details.

1.3 INFORMATIONAL SUBMITTALS

A. Coordination Drawings: Conduit routing plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of items involved:

1. Structural members in paths of conduit groups with common supports.
2. HVAC and plumbing items and architectural features in paths of conduit groups with common supports.

B. Seismic Qualification Certificates: For enclosures, cabinets, and conduit racks and their mounting provisions, including those for internal components, from manufacturer.

PART 2 - PRODUCTS

2.1 METAL CONDUITS, TUBING, AND FITTINGS

A. Listing and Labeling: Metal conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. GRC: Comply with ANSI C80.1 and UL 6.

C. ARC: Comply with ANSI C80.5 and UL 6A.

D. IMC: Comply with ANSI C80.6 and UL 1242.

E. PVC-Coated Steel Conduit: PVC-coated rigid steel conduit and IMC.

1. Comply with NEMA RN 1.
2. Coating Thickness: 0.040 inch (1 mm), minimum.

F. EMT: Comply with ANSI C80.3 and UL 797.

G. FMC: Comply with UL 1; zinc-coated steel or aluminum.

H. LFMC: Flexible steel conduit with PVC jacket and complying with UL 360.

I. Fittings for Metal Conduit: Comply with NEMA FB 1 and UL 514B.

1. Conduit Fittings for Hazardous (Classified) Locations: Comply with UL 886 and NFPA 70.
2. Fittings for EMT:

a. Material: die cast.
b. Type: compression.

3. Expansion Fittings: PVC or steel to match conduit type, complying with UL 651, rated for environmental conditions where installed, and including flexible external bonding jumper.
4. Coating for Fittings for PVC-Coated Conduit: Minimum thickness of 0.040 inch (1 mm), with overlapping sleeves protecting threaded joints.

J. Joint Compound for IMC, GRC, or ARC: Approved, as defined in NFPA 70, by authorities having jurisdiction for use in conduit assemblies, and compounded for use to lubricate and protect threaded conduit joints from corrosion and to enhance their conductivity.

2.2 NONMETALLIC CONDUITS, TUBING, AND FITTINGS

A. Listing and Labeling: Nonmetallic conduits, tubing, and fittings shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. ENT: Comply with NEMA TC 13 and UL 1653.

C. RNC: Type EPC-40-PVC, complying with NEMA TC 2 and UL 651 unless otherwise indicated.

D. LFNC: Comply with UL 1660.

E. Continuous HDPE: Comply with UL 651B.

F. Coilable HDPE: Preassembled with conductors or cables, and complying with ASTM D 3485.

G. Fittings for ENT and RNC: Comply with NEMA TC 3; match to conduit or tubing type and material.

H. Fittings for LFNC: Comply with UL 514B.

I. Solvent cements and adhesive primers shall have a VOC content of 510 and 550 g/L or less, respectively, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

J. Solvent cements and adhesive primers shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.3 METAL WIREWAYS AND AUXILIARY GUTTERS

A. Description: Sheet metal, complying with UL 870 and NEMA 250, Type 1 or Type 3R unless otherwise indicated, and sized according to NFPA 70.

1. Metal wireways installed outdoors shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Fittings and Accessories: Include covers, couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings to match and mate with wireways as required for complete system.

2.4 NONMETALLIC WIREWAYS AND AUXILIARY GUTTERS

A. Listing and Labeling: Nonmetallic wireways and auxiliary gutters shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Description: Fiberglass polyester, extruded and fabricated to required size and shape, without holes or knockouts. Cover shall be gasketed with oil-resistant gasket material and fastened with captive screws treated for corrosion resistance. Connections shall be flanged and have stainless-steel screws and oil-resistant gaskets.

C. Description: PVC, extruded and fabricated to required size and shape, and having snap-on cover, mechanically coupled connections, and plastic fasteners.

D. Fittings and Accessories: Couplings, offsets, elbows, expansion joints, adapters, hold-down straps, end caps, and other fittings shall match and mate with wireways as required for complete system.

E. Solvent cements and adhesive primers shall have a VOC content of 510 and 550 g/L or less, respectively, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

F. Solvent cements and adhesive primers shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.5 SURFACE RACEWAYS

A. Listing and Labeling: Surface raceways and tele-power poles shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Surface Metal Raceways: Galvanized steel with snap-on covers complying with UL 5.

C. Surface Nonmetallic Raceways: Two- or three-piece construction, complying with UL 5A, and manufactured of rigid PVC. Product shall comply with UL 94 V-0 requirements for self-extinguishing characteristics.

D. Tele-Power Poles:

1. Material: Galvanized steel with ivory baked-enamel finish.
2. Fittings and Accessories: Dividers, end caps, covers, cutouts, wiring harnesses, devices, mounting materials, and other fittings shall match and mate with tele-power pole as required for complete system.

2.6 BOXES, ENCLOSURES, AND CABINETS

A. General Requirements for Boxes, Enclosures, and Cabinets: Boxes, enclosures, and cabinets installed in wet locations shall be listed for use in wet locations.

B. Sheet Metal Outlet and Device Boxes: Comply with NEMA OS 1 and UL 514A.

C. Cast-Metal Outlet and Device Boxes: Comply with NEMA FB 1, aluminum, Type FD, with gasketed cover.

D. Nonmetallic Outlet and Device Boxes: Comply with NEMA OS 2 and UL 514C.

E. Metal Floor Boxes:

1. Material: Cast metal or sheet metal.
2. Type: Fully adjustable.
3. Shape: Rectangular.
4. Listing and Labeling: Metal floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

F. Nonmetallic Floor Boxes: Nonadjustable, rectangular.

1. Listing and Labeling: Nonmetallic floor boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

G. Luminaire Outlet Boxes: Nonadjustable, designed for attachment of luminaire weighing 50 lb (23 kg). Outlet boxes designed for attachment of luminaires weighing more than 50 lb (23 kg) shall be listed and marked for the maximum allowable weight.

H. Paddle Fan Outlet Boxes: Nonadjustable, designed for attachment of paddle fan weighing 70 lb (32 kg).

1. Listing and labeling: Paddle fan outlet boxes shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

I. Small Sheet Metal Pull and Junction Boxes: NEMA OS 1.

J. Cast-Metal Access, Pull, and Junction Boxes: Comply with NEMA FB 1 and UL 1773, cast aluminum with gasketed cover.

K. Box extensions used to accommodate new building finishes shall be of same material as recessed box.

L. Device Box Dimensions: 4 inches square by 2-1/8 inches deep (100 mm square by 60 mm deep).

M. Gangable boxes are allowed.

N. Hinged-Cover Enclosures: Comply with UL 50 and NEMA 250, Type 1 and Type 3R with continuous-hinge cover with flush latch unless otherwise indicated.

1. Metal Enclosures: Steel, finished inside and out with manufacturer's standard enamel.
2. Nonmetallic Enclosures: Plastic.
3. Interior Panels: Steel; all sides finished with manufacturer's standard enamel.

O. Cabinets:

1. NEMA 250, Type 1 and Type 3R galvanized-steel box with removable interior panel and removable front, finished inside and out with manufacturer's standard enamel.
2. Hinged door in front cover with flush latch and concealed hinge.
3. Key latch to match panelboards.
4. Metal barriers to separate wiring of different systems and voltage.
5. Accessory feet where required for freestanding equipment.
6. Nonmetallic cabinets shall be listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

PART 3 - EXECUTION

3.1 RACEWAY APPLICATION

A. Outdoors: Apply raceway products as specified below unless otherwise indicated:

1. Exposed Conduit: IMC.
2. Concealed Conduit, Aboveground: IMC.
3. Underground Conduit: RNC, Type EPC-40-PVC.
4. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): LFMC.
5. Boxes and Enclosures, Aboveground: NEMA 250, Type 3R.

B. Indoors: Apply raceway products as specified below unless otherwise indicated.

1. Exposed, Not Subject to Physical Damage: EMT.
2. Exposed, Not Subject to Severe Physical Damage: EMT.
3. Exposed and Subject to Severe Physical Damage: GRC. Raceway locations include the following:

    a. Loading dock.
    b. Corridors used for traffic of mechanized carts, forklifts, and pallet-handling units.
    c. Mechanical rooms.

4. Concealed in Ceilings and Interior Walls and Partitions: EMT.
5. Connection to Vibrating Equipment (Including Transformers and Hydraulic, Pneumatic, Electric Solenoid, or Motor-Driven Equipment): FMC, except use LFMC in damp or wet locations.
6. Damp or Wet Locations: GRC or IMC.
7. Boxes and Enclosures: NEMA 250, Type 1, except use NEMA 250, Type 4 stainless steel in institutional and commercial kitchens and damp or wet locations.

C. Minimum Raceway Size: 1/2-inch (16-mm) trade size.

D. Raceway Fittings: Compatible with raceways and suitable for use and location.

1. Rigid and Intermediate Steel Conduit: Use threaded rigid steel conduit fittings unless otherwise indicated. Comply with NEMA FB 2.10.
2. PVC Externally Coated, Rigid Steel Conduits: Use only fittings listed for use with this type of conduit. Patch and seal all joints, nicks, and scrapes in PVC coating after installing conduits and fittings. Use sealant recommended by fitting manufacturer and apply in thickness and number of coats recommended by manufacturer.
3. EMT: Use compression, steel or cast-metal fittings. Comply with NEMA FB 2.10.
4. Flexible Conduit: Use only fittings listed for use with flexible conduit. Comply with NEMA FB 2.20.

E. Do not install aluminum conduits, boxes, or fittings in contact with concrete or earth.

F. Install surface raceways only where indicated on Drawings.

G. Do not install nonmetallic conduit where ambient temperature exceeds 120 deg F (49 deg C).

3.2 INSTALLATION

A. Comply with NECA 1 and NECA 101 for installation requirements except where requirements on Drawings or in this article are stricter. Comply with NECA 102 for aluminum conduits. Comply with NFPA 70 limitations for types of raceways allowed in specific occupancies and number of floors.

B. Keep raceways at least 6 inches (150 mm) away from parallel runs of flues and steam or hot-water pipes. Install horizontal raceway runs above water and steam piping.

C. Comply with requirements in Section 260529 "Hangers and Supports for Electrical Systems" for hangers and supports.

D. Arrange stub-ups so curved portions of bends are not visible above finished slab.

E. Install no more than the equivalent of three 90-degree bends in any conduit run except for control wiring conduits, for which fewer bends are allowed. Support within 12 inches (300 mm) of changes in direction.

F. Conceal conduit and EMT within finished walls, ceilings, and floors unless otherwise indicated. Install conduits parallel or perpendicular to building lines.

G. Support conduit within 12 inches (300 mm)of enclosures to which attached.

H. Raceways Embedded in Slabs:

1. Run conduit larger than 1-inch (27-mm) trade size, parallel or at right angles to main reinforcement. Where at right angles to reinforcement, place conduit close to slab support. Secure raceways to reinforcement at maximum 10-foot (3-m) intervals.
2. Arrange raceways to cross building expansion joints at right angles with expansion fittings.
3. Arrange raceways to keep a minimum of 2 inches (50 mm) of concrete cover in all directions.
4. Do not embed threadless fittings in concrete unless specifically approved by Architect for each specific location.
5. Change from ENT to RNC, Type EPC-40-PVC, GRC or IMC before rising above floor.

I. Stub-ups to Above Recessed Ceilings:

1. Use EMT, IMC, or RMC for raceways.
2. Use a conduit bushing or insulated fitting to terminate stub-ups not terminated in hubs or in an enclosure.

J. Threaded Conduit Joints, Exposed to Wet, Damp, Corrosive, or Outdoor Conditions: Apply listed compound to threads of raceway and fittings before making up joints. Follow compound manufacturer's written instructions.

K. Coat field-cut threads on PVC-coated raceway with a corrosion-preventing conductive compound prior to assembly.

L. Raceway Terminations at Locations Subject to Moisture or Vibration: Use insulating bushings to protect conductors including conductors smaller than No. 4 AWG.

M. Terminate threaded conduits into threaded hubs or with locknuts on inside and outside of boxes or cabinets. Install bushings on conduits up to 1-1/4-inch (35-mm) trade size and insulated throat metal bushings on 1-1/2-inch (41-mm) trade size and larger conduits terminated with locknuts. Install insulated throat metal grounding bushings on service conduits.

N. Install pull wires in empty raceways. Use polypropylene or monofilament plastic line with not less than 200-lb (90-kg) tensile strength. Leave at least 12 inches (300 mm) of slack at each end

of pull wire. Cap underground raceways designated as spare above grade alongside raceways in use.

O. Surface Raceways:

1. Install surface raceway with a minimum 2-inch (50-mm)radius control at bend points.
2. Secure surface raceway with screws or other anchor-type devices at intervals not exceeding 48 inches (1200 mm) and with no less than two supports per straight raceway section. Support surface raceway according to manufacturer's written instructions. Tape and glue are not acceptable support methods.

P. Install raceway sealing fittings at accessible locations according to NFPA 70 and fill them with listed sealing compound. For concealed raceways, install each fitting in a flush steel box with a blank cover plate having a finish similar to that of adjacent plates or surfaces.

Q. Install devices to seal raceway interiors at accessible locations. Locate seals so no fittings or boxes are between the seal and the following changes of environments. Seal the interior of all raceways at the following points:

1. Where conduits pass from warm to cold locations, such as boundaries of refrigerated spaces.
2. Where an underground service raceway enters a building or structure.
3. Where otherwise required by NFPA 70.

R. Expansion-Joint Fittings:

1. Install in each run of aboveground RNC that is located where environmental temperature change may exceed 30 deg F (17 deg C) and that has straight-run length that exceeds 25 feet (7.6 m).
2. Install type and quantity of fittings that accommodate temperature change listed for each of the following locations:

   a. Outdoor Locations Not Exposed to Direct Sunlight: 125 deg F (70 deg C) temperature change.
   b. Outdoor Locations Exposed to Direct Sunlight: 155 deg F (86 deg C) temperature change.
   c. Indoor Spaces Connected with Outdoors without Physical Separation: 125 deg F (70 deg C) temperature change.
   d. Attics: 135 deg F (75 deg C) temperature change.
   .

3. Install fitting(s) that provide expansion and contraction for at least 0.00041 inch per foot of length of straight run per degree F (0.06 mm per meter of length of straight run per degree C) of temperature change for PVC conduits.
4. Install expansion fittings at all locations where conduits cross building or structure expansion joints.
5. Install each expansion-joint fitting with position, mounting, and piston setting selected according to manufacturer's written instructions for conditions at specific location at time of installation. Install conduit supports to allow for expansion movement.

S. Flexible Conduit Connections: Comply with NEMA RV 3. Use a maximum of 72 inches (1830 mm) of flexible conduit for equipment subject to vibration, noise transmission, or movement; and for transformers and motors.

1. Use LFMC in damp or wet locations subject to severe physical damage.
2. Use LFMC or LFNC in damp or wet locations not subject to severe physical damage.

T. Mount boxes at heights indicated on Drawings. If mounting heights of boxes are not individually indicated, give priority to ADA requirements. Install boxes with height measured to center of box unless otherwise indicated.

U. Recessed Boxes in Masonry Walls: Saw-cut opening for box in center of cell of masonry block, and install box flush with surface of wall. Prepare block surfaces to provide a flat surface for a rain tight connection between the box and cover plate or the supported equipment and box.

V. Horizontally separate boxes mounted on opposite sides of walls so they are not in the same vertical channel.

W. Locate boxes so that cover or plate will not span different building finishes.

X. Support boxes of three gangs or more from more than one side by spanning two framing members or mounting on brackets specifically designed for the purpose.

Y. Fasten junction and pull boxes to or support from building structure. Do not support boxes by conduits.

Z. Set metal floor boxes level and flush with finished floor surface.

AA. Set nonmetallic floor boxes level. Trim after installation to fit flush with finished floor surface.

3.3 INSTALLATION OF UNDERGROUND CONDUIT

A. Direct-Buried Conduit:

1. Excavate trench bottom to provide firm and uniform support for conduit. Prepare trench bottom as specified in Section 312000 "Earth Moving" for pipe less than 6 inches (150 mm) in nominal diameter.
2. Install backfill as specified in Section 312000 "Earth Moving."
3. After installing conduit, backfill and compact. Start at tie-in point, and work toward end of conduit run, leaving conduit at end of run free to move with expansion and contraction as temperature changes during this process. Firmly hand tamp backfill around conduit to provide maximum supporting strength. After placing controlled backfill to within 12 inches (300 mm) of finished grade, make final conduit connection at end of run and complete backfilling with normal compaction as specified in Section 312000 "Earth Moving."
4. Install manufactured duct elbows for stub-up at poles and equipment and at building entrances through floor unless otherwise indicated. Encase elbows for stub-up ducts throughout length of elbow.
5. Install manufactured rigid steel conduit elbows for stub-ups at poles and equipment and at building entrances through floor.

a. Couple steel conduits to ducts with adapters designed for this purpose, and encase coupling with 3 inches (75 mm) of concrete for a minimum of 12 inches (300 mm) on each side of the coupling.
b. For stub-ups at equipment mounted on outdoor concrete bases and where conduits penetrate building foundations, extend steel conduit horizontally a minimum of 60 inches (1500 mm) from edge of foundation or equipment base. Install insulated grounding bushings on terminations at equipment.

6. Underground Warning Tape: Comply with requirements in Section 260553 "Identification for Electrical Systems."

3.4 INSTALLATION OF UNDERGROUND HANDHOLES AND BOXES

A. Install handholes and boxes level and plumb and with orientation and depth coordinated with connecting conduits to minimize bends and deflections required for proper entrances.

B. Unless otherwise indicated, support units on a level bed of crushed stone or gravel, graded from 1/2-inch (12.5-mm) sieve to No. 4 (4.75-mm) sieve and compacted to same density as adjacent undisturbed earth.

C. Elevation: In paved areas, set so cover surface will be flush with finished grade. Set covers of other enclosures 1 inch (25 mm) above finished grade.

D. Field-cut openings for conduits according to enclosure manufacturer's written instructions. Cut wall of enclosure with a tool designed for material to be cut. Size holes for terminating fittings to be used, and seal around penetrations after fittings are installed.

3.5 SLEEVE AND SLEEVE-SEAL INSTALLATION FOR ELECTRICAL PENETRATIONS

A. Install sleeves and sleeve seals at penetrations of exterior floor and wall assemblies. Comply with requirements in Section 260544 "Sleeves and Sleeve Seals for Electrical Raceways and Cabling."

3.6 FIRESTOPPING

A. Install firestopping at penetrations of fire-rated floor and wall assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.7 PROTECTION

A. Protect coatings, finishes, and cabinets from damage and deterioration.

1. Repair damage to galvanized finishes with zinc-rich paint recommended by manufacturer.
2. Repair damage to PVC coatings or paint finishes with matching touchup coating recommended by manufacturer.

B. Ground Rods: Drive rods until tops are 2 inches (50 mm) below finished floor or final grade unless otherwise indicated.

1. Interconnect ground rods with grounding electrode conductor below grade and as otherwise indicated. Make connections without exposing steel or damaging coating if any.

C. Bonding Straps and Jumpers: Install in locations accessible for inspection and maintenance except where routed through short lengths of conduit.

1. Bonding to Structure: Bond straps directly to basic structure, taking care not to penetrate any adjacent parts.
2. Bonding to Equipment Mounted on Vibration Isolation Hangers and Supports: Install bonding so vibration is not transmitted to rigidly mounted equipment.
3. Use exothermic-welded connectors for outdoor locations; if a disconnect-type connection is required, use a bolted clamp.

D. Grounding and Bonding for Piping:
1. Bond each aboveground portion of gas piping system downstream from equipment shutoff valve.

3.6 FIELD QUALITY CONTROL

A. Perform tests and inspections. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.

END OF SECTION 260526

END OF SECTION 260533

SECTION 263213 - ENGINE GENERATORS

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes packaged engine-generator sets for emergency standby power supply with the following features:

1. Gas engine.
2. Unit-mounted cooling system.
3. Unit-mounted control and monitoring.
4. Performance requirements for sensitive loads.
5. Fuel system.
6. Outdoor enclosure.

B. Related Requirements:

1. Section 263600 "Transfer Switches" for transfer switches including sensors and relays to initiate automatic-starting and -stopping signals for engine-generator sets.
2. Section 262313 "Paralleling Low-Voltage Switchgear" for controls and paralleling equipment for large or multiple parallel engine generators.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:

1. Include plans and elevations for engine-generator set and other components specified. Indicate access requirements affected by height of subbase fuel tank.
2. Include details of equipment assemblies. Indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.

1.3 INFORMATIONAL SUBMITTALS

A. Qualification Data: For Installer and manufacturer.

B. Source quality-control reports, including, but not limited to the following:

1. Certified summary of prototype-unit test report.
2. Certified Test Reports: For components and accessories that are equivalent, but not identical, to those tested on prototype unit.
3. Report of factory test on units to be shipped for this Project, showing evidence of compliance with specified requirements.
4. Report of sound generation.

5. Report of exhaust emissions showing compliance with applicable regulations.

C. Field quality-control reports.

D. Warranty: For special warranty.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.5 QUALITY ASSURANCE

A. Testing Agency Qualifications: Member company of NETA or an NRTL.

1. Testing Agency's Field Supervisor: Certified by NETA to supervise on-site testing.

1.6 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace components of packaged engine generators and associated auxiliary components that fail in materials or workmanship within specified warranty period.

1. Warranty Period: 2 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. Cummins Power Generation.
2. Generac Power Systems, Inc.
3. Kohler Power Systems.

B. Source Limitations: Obtain packaged generator sets and auxiliary components through one source from a single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

A. ASME Compliance: Comply with ASME B15.1.

B. NFPA Compliance:

1. Comply with NFPA 37.
2. Comply with NFPA 70.

3. Comply with NFPA 99.
4. Comply with NFPA 110 requirements for Level 2 emergency power supply system.

C. UL Compliance: Comply with UL 2200.

D. Engine Exhaust Emissions: Comply with EPA Tier 2 requirements and applicable state and local government requirements.

E. Noise Emission: Comply with applicable state and local government requirements for maximum noise level at adjacent property boundaries due to sound emitted by generator set including engine, engine exhaust, engine cooling-air intake and discharge, and other components of installation.

F. Environmental Conditions: Engine-generator system shall withstand the following environmental conditions without mechanical or electrical damage or degradation of performance capability:

1. Ambient Temperature: 5 to 40 deg C.
2. Relative Humidity: Zero to 95 percent.
3. Altitude: Sea level to 1000 feet (300 m).

G. Unusual Service Conditions: Engine-generator equipment and installation are required to operate under the following conditions:

1. High salt-dust content in the air due to sea-spray evaporation.

2.3 ASSEMBLY DESCRIPTION

A. Factory-assembled and -tested, water-cooled engine, with brushless generator and accessories.

B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a testing agency acceptable to authorities having jurisdiction, and marked for intended location and application.

C. EPSS Class: Engine-generator set shall be classified as a Class 96 in accordance with NFPA 110.

D. Induction Method: Naturally aspirated.

E. Governor: Adjustable isochronous, with speed sensing.

F. Emissions: Comply with EPA Tier 2 requirements.

G. Mounting Frame: Structural steel framework to maintain alignment of mounted components without depending on concrete foundation. Provide lifting attachments sized and spaced to prevent deflection of base during lifting and moving.

H. Capacities and Characteristics:

1. Power Output Ratings: Nominal ratings as indicated at 0.8 power factor excluding power required for the continued and repeated operation of the unit and auxiliaries, with capacity as required to operate as a unit as evidenced by records of prototype testing.
2. Output Connections: Single-phase, three wire.
3. Nameplates: For each major system component to identify manufacturer's name and address, and model and serial number of component.

I. Generator-Set Performance:

1. Steady-State Voltage Operational Bandwidth: 3 percent of rated output voltage from no load to full load.
2. Transient Voltage Performance: Not more than 20 percent variation for 50 percent step-load increase or decrease. Voltage shall recover and remain within the steady-state operating band within three seconds.
3. Steady-State Frequency Operational Bandwidth: 0.5 percent of rated frequency from no load to full load.
4. Steady-State Frequency Stability: When system is operating at any constant load within the rated load, there shall be no random speed variations outside the steady-state operational band and no hunting or surging of speed.
5. Transient Frequency Performance: Less than 5 percent variation for 50 percent step-load increase or decrease. Frequency shall recover and remain within the steady-state operating band within five seconds.
6. Output Waveform: At no load, harmonic content measured line to line or line to neutral shall not exceed 5 percent total and 3 percent for single harmonics. Telephone influence factor, determined according to NEMA MG 1, shall not exceed 50 percent.
7. Sustained Short-Circuit Current: For a three-phase, bolted short circuit at system output terminals, system shall supply a minimum of 250 percent of rated full-load current for not less than 10 seconds and then clear the fault automatically, without damage to generator system components.
8. Start Time: Comply with NFPA 110, Type 10, system requirements.

2.4 ENGINE

A. Fuel: Natural gas.

B. Rated Engine Speed: 1800 rpm.

C. Maximum Piston Speed for Four-Cycle Engines: 2250 fpm (11.4 m/s).

D. Lubrication System: The following items are mounted on engine or skid:

1. Filter and Strainer: Rated to remove 90 percent of particles 5 micrometers and smaller while passing full flow.
2. Thermostatic Control Valve: Control flow in system to maintain optimum oil temperature. Unit shall be capable of full flow and is designed to be fail-safe.
3. Crankcase Drain: Arranged for complete gravity drainage to an easily removable container with no disassembly and without use of pumps, siphons, special tools, or appliances.

E. Jacket Coolant Heater: Electric-immersion type, factory installed in coolant jacket system. Comply with NFPA 110 requirements for Level 1 equipment for heater capacity.

F. Cooling System: Closed loop, liquid cooled, with radiator factory mounted on engine-generator-set mounting frame and integral engine-driven coolant pump.

1. Coolant: Solution of 50 percent ethylene-glycol-based antifreeze and 50 percent water, with anticorrosion additives as recommended by engine manufacturer.
2. Size of Radiator: Adequate to contain expansion of total system coolant from cold start to 110 percent load condition.
3. Expansion Tank: Constructed of welded steel plate and rated to withstand maximum closed-loop coolant system pressure for engine used. Equip with gage glass and petcock.
4. Temperature Control: Self-contained, thermostatic-control valve modulates coolant flow automatically to maintain optimum constant coolant temperature as recommended by engine manufacturer.

G. Muffler/Silencer: Critical type, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements.

1. Minimum sound attenuation of 25 dB at 500 Hz.
2. Sound level measured at a distance of 25 feet (8 m) from exhaust discharge after installation is complete shall be 78 dBA or less.

H. Muffler/Silencer: Semicritical type, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements.

1. Minimum sound attenuation of 18 dB at 500 Hz.
2. Sound level measured at a distance of 25 feet (8 m) from exhaust discharge after installation is complete shall be 85 dBA or less.

I. Muffler/Silencer: Commercial type, sized as recommended by engine manufacturer and selected with exhaust piping system to not exceed engine manufacturer's engine backpressure requirements.

1. Minimum sound attenuation of 12 dB at 500 Hz.
2. Sound level measured at a distance of 25 feet (8 m) from exhaust discharge after installation is complete shall be 90 dBA or less.

J. Air-Intake Filter: Standard-duty, engine-mounted air cleaner with replaceable dry-filter element and "blocked filter" indicator.

K. Starting System: 12-V electric, with negative ground.

1. Components: Sized so they are not damaged during a full engine-cranking cycle with ambient temperature at maximum specified in "Performance Requirements" Article.
2. Cranking Motor: Heavy-duty unit that automatically engages and releases from engine flywheel without binding.
3. Cranking Cycle: As required by NFPA 110 for system level specified.

4. Battery: Lead acid, with capacity within ambient temperature range specified in "Performance Requirements" Article to provide specified cranking cycle at least twice without recharging.
5. Battery Stand: Factory-fabricated, two-tier metal with acid-resistant finish designed to hold the quantity of battery cells required and to maintain the arrangement to minimize lengths of battery interconnections.
6. Battery Charger: Current-limiting, automatic-equalizing and float-charging type designed for lead-acid batteries. Unit shall comply with UL 1236.

2.5 GASEOUS FUEL SYSTEM

A. Natural-Gas Piping: Comply with manufacturer requirements.

B. Gas Train: Comply with NFPA 37.

C. Engine Fuel System:

1. Natural-Gas, Vapor-Withdrawal System:

a. Carburetor.
b. Secondary Gas Regulators: One for each fuel type, with atmospheric vents piped to building exterior.
c. Fuel-Shutoff Solenoid Valves: NRTL-listed, normally closed, safety shutoff valves; one for each fuel source.
d. Fuel Filters: One for each fuel type.
e. Manual Fuel Shutoff Valves: One for each fuel type.
f. Flexible Fuel Connectors: Minimum one for each fuel connection.

2.6 CONTROL AND MONITORING

A. Automatic Starting System Sequence of Operation: When mode-selector switch on the control and monitoring panel is in the automatic position, remote-control contacts in one or more separate automatic transfer switches initiate starting and stopping of generator set. When mode-selector switch is switched to the on position, generator set starts. The off position of same switch initiates generator-set shutdown. When generator set is running, specified system or equipment failures or derangements automatically shut down generator set and initiate alarms.

B. Provide minimum run time control set for 15 minutes with override only by operation of an emergency-stop switch.

C. Comply with UL 508A.

D. Configuration: Operating and safety indications, protective devices, basic system controls, and engine gages shall be grouped in a common control and monitoring panel mounted on the generator set. Mounting method shall isolate the control panel from generator-set vibration. Panel shall be powered from the engine-generator set battery.

E. Configuration: Operating and safety indications, protective devices, basic system controls, and engine gages shall be grouped in a common wall-mounted control and monitoring panel. Panel shall be powered from the engine-generator set battery.

1. Wall-Mounting Cabinet Construction: Rigid, self-supporting steel unit complying with NEMA ICS 6. Power bus shall be copper. Bus, bus supports, control wiring, and temperature rise shall comply with UL 891.

F. Indicating Devices : As required by NFPA 110 for Level 2 system, including the following:

1. AC voltmeter.
2. AC ammeter.
3. AC frequency meter.
4. EPS supplying load indicator.
5. Ammeter and voltmeter phase-selector switches.
6. DC voltmeter (alternator battery charging).
7. Engine-coolant temperature gage.
8. Engine lubricating-oil pressure gage.
9. Running-time meter.
10. Current and Potential Transformers: Instrument accuracy class.

G. Protective Devices and Controls in Local Control Panel: Shutdown devices and common visual alarm indication as required by NFPA 110 for Level 2 system, including the following:

1. Start-stop switch.
2. Overcrank shutdown device.
3. Overspeed shutdown device.
4. Coolant high-temperature shutdown device.
5. Coolant low-level shutdown device.
6. Low lube oil pressure shutdown device.
7. Air shutdown damper shutdown device when used.
8. Overcrank alarm.
9. Overspeed alarm.
10. Coolant high-temperature alarm.
11. Coolant low-temperature alarm.
12. Coolant low-level alarm.
13. Low lube oil pressure alarm.
14. Air shutdown damper alarm when used.
15. Lamp test.
16. Contacts for local common alarm.
17. Coolant high-temperature prealarm.
18. Generator-voltage adjusting rheostat.
19. Run-Off-Auto switch.
20. Control switch not in automatic position alarm.
21. Low cranking voltage alarm.
22. Battery-charger malfunction alarm.
23. Battery low-voltage alarm.
24. Battery high-voltage alarm.
25. Generator overcurrent protective device not closed alarm.

H. Supporting Items: Include sensors, transducers, terminals, relays, and other devices and include wiring required to support specified items. Locate sensors and other supporting items on engine or generator, unless otherwise indicated.

I. Supporting Items: Include sensors, transducers, terminals, relays, and other devices and include wiring required to support specified items. Locate sensors and other supporting items on engine or generator, unless otherwise indicated.

2.7 GENERATOR OVERCURRENT AND FAULT PROTECTION

A. Overcurrent protective devices for the entire EPSS shall be coordinated to optimize selective tripping when a short circuit occurs. Coordination of protective devices shall consider both utility and EPSS as the voltage source.

1. Overcurrent protective devices for the EPSS shall be accessible only to authorized personnel.

B. Generator Circuit Breaker: Molded-case, electronic-trip type; 100 percent rated; complying with UL 489.

1. Tripping Characteristics: Adjustable long-time and short-time delay and instantaneous.
2. Trip Settings: Selected to coordinate with generator thermal damage curve.
3. Shunt Trip: Connected to trip breaker when generator set is shut down by other protective devices.
4. Mounting: Adjacent to or integrated with control and monitoring panel.

C. Ground-Fault Indication: Comply with NFPA 70, "Emergency System" signals for ground fault.

1. Indicate ground fault with other generator-set alarm indications.
2. Trip generator protective device on ground fault.

2.8 GENERATOR, EXCITER, AND VOLTAGE REGULATOR

A. Comply with NEMA MG 1.

B. Drive: Generator shaft shall be directly connected to engine shaft. Exciter shall be rotated integrally with generator rotor.

C. Electrical Insulation: Class H or Class F.

D. Stator-Winding Leads: Brought out to terminal box to permit future reconnection for other voltages if required. Provide six lead alternator.

E. Range: Provide limited range of output voltage by adjusting the excitation level.

F. Construction shall prevent mechanical, electrical, and thermal damage due to vibration, overspeed up to 125 percent of rating, and heat during operation at 110 percent of rated capacity.

G. Enclosure: Dripproof.

H. Instrument Transformers: Mounted within generator enclosure.

I. Voltage Regulator: Solid-state type, separate from exciter, providing performance as specified and as required by NFPA 110.

1. Adjusting Rheostat on Control and Monitoring Panel: Provide plus or minus 5 percent adjustment of output-voltage operating band.

J. Strip Heater: Thermostatically controlled unit arranged to maintain stator windings above dew point.

K. Windings: Two-thirds pitch stator winding and fully linked amortisseur winding.

L. Subtransient Reactance: 12 percent, maximum.

2.9 OUTDOOR GENERATOR-SET ENCLOSURE

A. Description: Vandal-resistant, sound-attenuating, weatherproof steel housing, wind resistant up to 100 mph (160 km/h). Multiple panels shall be lockable and provide adequate access to components requiring maintenance. Panels shall be removable by one person without tools. Instruments and control shall be mounted within enclosure.

B. Engine Cooling Airflow through Enclosure: Maintain temperature rise of system components within required limits when unit operates at 110 percent of rated load for 2 hours with ambient temperature at top of range specified in system service conditions.

1. Louvers: Fixed-engine, cooling-air inlet and discharge. Storm-proof and drainable louvers prevent entry of rain and snow.
2. Automatic Dampers: At engine cooling-air inlet and discharge. Dampers shall be closed to reduce enclosure heat loss in cold weather when unit is not operating.
3. Ventilation: Provide temperature-controlled exhaust fan interlocked to prevent operation when engine is running.

2.10 FINISHES

A. Indoor and Outdoor Enclosures and Components: Manufacturer's standard finish over corrosion-resistant pretreatment and compatible primer.

2.11 SOURCE QUALITY CONTROL

A. Prototype Testing: Factory test engine-generator set using same engine model, constructed of identical or equivalent components and equipped with identical or equivalent accessories.

1. Tests: Comply with NFPA 110, Level 1 Energy Converters and with IEEE 115.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Comply with packaged engine-generator manufacturers' written installation and alignment instructions and with NFPA 110.

B. Equipment Mounting:

1. Install packaged engine generators on cast-in-place concrete equipment bases. Comply with requirements for equipment bases and foundations.

2. Coordinate size and location of concrete bases for packaged engine generators. Cast anchor-bolt inserts into bases. Concrete, reinforcement, and formwork requirements are specified with concrete.

C. Install packaged engine-generator to provide access, without removing connections or accessories, for periodic maintenance.

D. Install packaged engine-generator with having a minimum deflection of 1 inch (25 mm) on 4-inch- (100-mm-) high concrete base. Secure enclosure to anchor bolts installed in concrete bases.

E. Install condensate drain piping to muffler drain outlet full size of drain connection with a shutoff valve, stainless-steel flexible connector, and Schedule 40, black steel pipe with welded joints.

F. Electrical Wiring: Install electrical devices furnished by equipment manufacturers but not specified to be factory mounted.

3.2 CONNECTIONS

A. Connect cooling-system water piping to engine-generator set and heat exchanger with flexible connectors.

B. Connect engine exhaust pipe to engine with flexible connector.

C. Connect fuel piping to engines with a gate valve and union and flexible connector.
1. Install manual shutoff valve in a remote location to isolate natural-gas supply to the generator enclosure.

D. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."

E. Connect wiring according to manufacturers requirements.

F. Balance single-phase loads to obtain a maximum of 10 percent unbalance between any two phases.

3.3 IDENTIFICATION

A. Install a sign indicating the generator neutral is bonded to the main service neutral at the main service location.

3.4 FIELD QUALITY CONTROL

A. Perform tests and inspections.

1. Manufacturer's Field Service: Engage a factory-authorized service representative to inspect components, assemblies, and equipment installations, including connections.

B. Tests and Inspections:

1. Perform tests recommended by manufacturer. Certify compliance with test parameters.

a. Visual and Mechanical Inspection

1) Compare equipment nameplate data with drawings and specifications.
2) Inspect physical and mechanical condition.
3) Inspect anchorage, alignment, and grounding.
4) Verify the unit is clean.

b. Electrical and Mechanical Tests

1) Perform insulation-resistance tests in accordance with IEEE 43.

a) Machines larger than 200 horsepower (150 kilowatts). Test duration shall be 10 minutes. Calculate polarization index.
b) Machines 200 horsepower (150 kilowatts) or less. Test duration shall be one minute. Calculate the dielectric-absorption ratio.

2) Test protective relay devices.
3) Verify phase rotation, phasing, and synchronized operation as required by the application.
4) Functionally test engine shutdown for low oil pressure, overtemperature, overspeed, and other protection features as applicable.
5) Conduct performance test in accordance with NFPA 110.
6) Verify correct functioning of the governor and regulator.

2. NFPA 110 Acceptance Tests: Perform tests required by NFPA 110 that are additional to those specified here including, but not limited to, single-step full-load pickup test.
3. Battery Tests: Equalize charging of battery cells according to manufacturer's written instructions. Record individual cell voltages.

a. Measure charging voltage and voltages between available battery terminals for full-charging and float-charging conditions. Check electrolyte level and specific gravity under both conditions.
b. Test for contact integrity of all connectors. Perform an integrity load test and a capacity load test for the battery.

c. Verify acceptance of charge for each element of the battery after discharge.
d. Verify that measurements are within manufacturer's specifications.

4. Battery-Charger Tests: Verify specified rates of charge for both equalizing and float-charging conditions.
5. System Integrity Tests: Methodically verify proper installation, connection, and integrity of each element of engine-generator system before and during system operation. Check for air, exhaust, and fluid leaks.
6. Exhaust-System Back-Pressure Test: Use a manometer with a scale exceeding 40-inch wg (120 kPa). Connect to exhaust line close to engine exhaust manifold. Verify that back pressure at full-rated load is within manufacturer's written allowable limits for the engine.
7. Exhaust Emissions Test: Comply with applicable government test criteria.
8. Voltage and Frequency Transient Stability Tests: Use recording oscilloscope to measure voltage and frequency transients for 50 and 100 percent step-load increases and decreases, and verify that performance is as specified.
9. Harmonic-Content Tests: Measure harmonic content of output voltage at 25 percent and 100 percent of rated linear load. Verify that harmonic content is within specified limits.
10. Noise Level Tests: Measure A-weighted level of noise emanating from generator-set installation, including engine exhaust and cooling-air intake and discharge, at four locations 25 feet (7.6 m) from edge of the generator enclosure, and compare measured levels with required values.

C. Coordinate tests with tests for transfer switches and run them concurrently.

D. Test instruments shall have been calibrated within the last 12 months, traceable to NIST Calibration Services, and adequate for making positive observation of test results. Make calibration records available for examination on request.

E. Leak Test: After installation, charge exhaust, coolant, and fuel systems and test for leaks. Repair leaks and retest until no leaks exist.

F. Operational Test: After electrical circuitry has been energized, start units to confirm proper motor rotation and unit operation for generator and associated equipment.

G. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

H. Remove and replace malfunctioning units and retest as specified above.

I. Retest: Correct deficiencies identified by tests and observations and retest until specified requirements are met.

J. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation resistances, time delays, and other values and observations. Attach a label or tag to each tested component indicating satisfactory completion of tests.

3.5 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain packaged engine generators.

SECTION 263600 - TRANSFER SWITCHES

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes automatic transfer switches rated 600 V and less.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product.

B. Shop Drawings:

1. Include plans, elevations, sections, details showing minimum clearances, conductor entry provisions, gutter space, and installed features and devices.
2. Single-Line Diagram: Show connections between transfer switch, power sources, and load.

1.3 INFORMATIONAL SUBMITTALS

A. Seismic Qualification Certificates: For transfer switches, accessories, and components, from manufacturer.

B. Source quality control reports.

C. Field quality-control reports.

1.4 CLOSEOUT SUBMITTALS

A. Operation and maintenance data.

1.5 WARRANTY

A. Manufacturer's Warranty: Manufacturer agrees to repair or replace components of transfer switch or transfer switch components that fail in materials or workmanship within specified warranty period.

1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.

B. Comply with NEMA ICS 1.

C. Comply with NFPA 99.

D. Comply with NFPA 110.

E. Comply with UL 1008 unless requirements of these Specifications are stricter.

F. Indicated Current Ratings: Apply as defined in UL 1008 for continuous loading and total system transfer, including tungsten filament lamp loads not exceeding 30 percent of switch ampere rating, unless otherwise indicated.

G. Tested Fault-Current Closing and Short-Circuit Ratings: Adequate for duty imposed by protective devices at installation locations in Project under the fault conditions indicated, based on testing according to UL 1008.

1. Where transfer switch includes internal fault-current protection, rating of switch and trip unit combination shall exceed indicated fault-current value at installation location.
2. Short-time withstand capability for three cycles.

H. Repetitive Accuracy of Solid-State Controls: All settings shall be plus or minus 2 percent or better over an operating temperature range of minus 20 to plus 70 deg C.

I. Resistance to Damage by Voltage Transients: Components shall meet or exceed voltage-surge withstand capability requirements when tested according to IEEE C62.62. Components shall meet or exceed voltage-impulse withstand test of NEMA ICS 1.

J. Electrical Operation: Accomplish by a nonfused, momentarily energized solenoid or electric-motor-operated mechanism. Switches for emergency or standby purposes shall be mechanically and electrically interlocked in both directions to prevent simultaneous connection to both power sources unless closed transition.

K. Service-Rated Transfer Switch:

1. Comply with UL 869A and UL 489.
2. Provide terminals for bonding the grounding electrode conductor to the grounded service conductor.
3. In systems with a neutral, the bonding connection shall be on the neutral bus.
4. Provide removable link for temporary separation of the service and load grounded conductors.
5. Surge Protective Device: Service rated.
6. Ground-Fault Protection: Comply with UL 1008 for normal bus.
7. Service Disconnecting Means: Externally operated, manual actuated.

L. Neutral Terminal: Solid and fully rated unless otherwise indicated.

M. Oversize Neutral: Ampacity and switch rating of neutral path through units indicated for oversize neutral shall be double the nominal rating of circuit in which switch is installed.

N. Battery Charger: For generator starting batteries.

1. Float type, rated 2 A.
2. Ammeter to display charging current.
3. Fused ac inputs and dc outputs.

O. Factory Wiring: Train and bundle factory wiring and label, consistent with Shop Drawings, by color-code or by numbered or lettered wire and cable with printed markers at terminations.

1. Designated Terminals: Pressure type, suitable for types and sizes of field wiring indicated.
2. Power-Terminal Arrangement and Field-Wiring Space: Suitable for top, side, or bottom entrance of feeder conductors as indicated.
3. Control Wiring: Equipped with lugs suitable for connection to terminal strips.
4. Accessible via rear access.

P. Enclosures: General-purpose NEMA 250, Type 3R, complying with NEMA ICS 6 and UL 508, unless otherwise indicated.

2.2 MOLDED-CASE-TYPE AUTOMATIC TRANSFER SWITCHES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:

1. Cummins Power Generation.
2. Generac Power Systems, Inc.
3. Kohler Power Systems.

B. Comply with Level 1 equipment according to NFPA 110.

C. Switch Characteristics: Designed for continuous-duty repetitive transfer of full-rated current between active power sources.

1. Limitation: Switches using contactor-based components are unacceptable.
2. Switch Action: Double throw; mechanically held in both directions.
3. Contacts: Silver composition or silver alloy for load-current switching.
4. Conductor Connectors: Suitable for use with conductor material and sizes.
5. Material: Tin-plated aluminum.
6. Main and Neutral Lugs: Compression type.
7. Ground Lugs and Bus-Configured Terminators: Compression type.
8. Ground bar.
9. Connectors shall be marked for conductor size and type according to UL 1008.
10. Loadcenter/Panel construction with 18 breaker spaces minimum.

D. Automatic Open-Transition Transfer Switches: Interlocked to prevent the load from being closed on both sources at the same time.

1. Sources shall be mechanically and electrically interlocked to prevent closing both sources on the load at the same time.

E. Automatic Delayed-Transition Transfer Switches: Pauses or stops in intermediate position to momentarily disconnect both sources, with transition controlled by programming in the automatic transfer-switch controller. Interlocked to prevent the load from being closed on both sources at the same time.

1. Adjustable Time Delay: For override of normal-source voltage sensing to delay transfer and engine start signals for alternative source. Adjustable from zero to six seconds, and factory set for one second.
2. Sources shall be mechanically and electrically interlocked to prevent closing both sources on the load at the same time.
3. Fully automatic break-before-make operation with center off position.

F. Signal-Before-Transfer Contacts: A set of normally open/normally closed dry contacts operates in advance of retransfer to normal source. Interval shall be adjustable from 1 to 30 seconds.

G. Transfer Switches Based on Molded-Case-Switch Components: Comply with UL 489 and UL 869A.

H. Automatic Transfer-Switch Controller Features:

1. Controller operates through a period of loss of control power.
2. Undervoltage Sensing for Each Phase of Normal Source: Sense low phase-to-ground voltage on each phase. Pickup voltage shall be adjustable from 85 to 100 percent of nominal, and dropout voltage shall be adjustable from 75 to 98 percent of pickup value. Factory set for pickup at 90 percent and dropout at 85 percent.
3. Voltage/Frequency Lockout Relay: Prevent premature transfer to generator. Pickup voltage shall be adjustable from 85 to 100 percent of nominal. Factory set for pickup at 90 percent. Pickup frequency shall be adjustable from 90 to 100 percent of nominal. Factory set for pickup at 95 percent.
4. Time Delay for Retransfer to Normal Source: Adjustable from zero to 30 minutes, and factory set for 10 minutes. Override shall automatically defeat delay on loss of voltage or sustained undervoltage of emergency source, provided normal supply has been restored.
5. Test Switch: Simulate normal-source failure.
6. Switch-Position Pilot Lights: Indicate source to which load is connected.
7. Source-Available Indicating Lights: Supervise sources via transfer-switch normal- and emergency-source sensing circuits.

    a. Normal Power Supervision: Green light with nameplate engraved "Normal Source Available."
    b. Emergency Power Supervision: Red light with nameplate engraved "Emergency Source Available."

8. Unassigned Auxiliary Contacts: Two normally open, single-pole, double-throw contacts for each switch position, rated 10 A at 240-V ac.

9. Transfer Override Switch: Overrides automatic retransfer control so automatic transfer switch will remain connected to emergency power source regardless of condition of normal source. Pilot light indicates override status.
10. Engine Starting Contacts: One isolated and normally closed, and one isolated and normally open; rated 10 A at 32-V dc minimum.
11. Engine Shutdown Contacts: Instantaneous; shall initiate shutdown sequence at remote engine-generator controls after retransfer of load to normal source.
12. Engine Shutdown Contacts: Time delay adjustable from zero to five minutes, and factory set for five minutes. Contacts shall initiate shutdown at remote engine-generator controls after retransfer of load to normal source.
13. Engine-Generator Exerciser: Solid-state, programmable-time switch starts engine generator and transfers load to it from normal source for a preset time, then retransfers and shuts down engine after a preset cool-down period. Initiates exercise cycle at preset intervals adjustable from 7 to 30 days. Running periods shall be adjustable from 10 to 30 minutes. Factory settings shall be for 7-day exercise cycle, 20-minute running period, and 5-minute cool-down period. Exerciser features include the following:

    a. Exerciser Transfer Selector Switch: Permits selection of exercise with and without load transfer.
    b. Push-button programming control with digital display of settings.
    c. Integral battery operation of time switch when normal control power is unavailable.

2.3 SOURCE QUALITY CONTROL

A. Factory Tests: Test and inspect components, assembled switches, and associated equipment according to UL 1008. Ensure proper operation. Check transfer time and voltage, frequency, and time-delay settings for compliance with specified requirements. Perform dielectric strength test complying with NEMA ICS 1.

B. Prepare test and inspection reports.

1. For each of the tests required by UL 1008, performed on representative devices, for emergency systems. Include results of test for the following conditions:

    a. Overvoltage.
    b. Undervoltage.
    c. Loss of supply voltage.
    d. Reduction of supply voltage.
    e. Alternative supply voltage or frequency is at minimum acceptable values.
    f. Temperature rise.
    g. Dielectric voltage-withstand; before and after short-circuit test.
    h. Overload.
    i. Contact opening.
    j. Endurance.
    k. Short circuit.
    l. Short-time current capability.
    m. Receptacle withstand capability.
    n. Insulating base and supports damage.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Control Panel Mounting: Surface on wall unless otherwise indicated.

B. Set field-adjustable intervals and delays, relays, and engine exerciser clock.

C. Comply with NECA 1.

3.2 CONNECTIONS

A. Wiring to Remote Components: Match type and number of cables and conductors to generator sets,control, and communication requirements of transfer switches as recommended by manufacturer. Increase raceway sizes at no additional cost to Owner if necessary to accommodate required wiring.

B. Wiring Method: Install cables in raceways and cable trays except within electrical enclosures. Conceal raceway and cables except in unfinished spaces.

1. Comply with requirements for raceways and boxes specified in Section 260533 "Raceways and Boxes for Electrical Systems."

C. Wiring within Enclosures: Bundle, lace, and train conductors to terminal points with no excess and without exceeding manufacturer's limitations on bending radii.

D. Ground equipment according to Section 260526 "Grounding and Bonding for Electrical Systems."

E. Route and brace conductors according to manufacturer's written instructions Do not obscure manufacturer's markings and labels.

F. Final connections to equipment shall be made with liquidtight, flexible metallic conduit no more than 18 inches (457 mm) in length.

3.3 FIELD QUALITY CONTROL

A. Perform the following tests and inspections with the assistance of a factory-authorized service representative:

1. Visual and Mechanical Inspection:

a. Compare equipment nameplate data with Drawings and Specifications.
b. Inspect physical and mechanical condition.
c. Inspect anchorage, alignment, grounding, and required clearances.
d. Verify that the unit is clean.
e. Verify appropriate lubrication on moving current-carrying parts and on moving and sliding surfaces.
f. Verify that manual transfer warnings are attached and visible.

g. Verify tightness of all control connections.
h. Inspect bolted electrical connections for high resistance using one of the following methods, or both:

    1) Use of low-resistance ohmmeter.
    2) Verify tightness of accessible bolted electrical connections by calibrated torque-wrench method according to manufacturer's published data.

i. Perform manual transfer operation.
j. Verify positive mechanical interlocking between normal and alternate sources.
k. Perform visual and mechanical inspection of surge arresters.
l. Inspect control power transformers.

    1) Inspect for physical damage, cracked insulation, broken leads, tightness of connections, defective wiring, and overall general condition.
    2) Verify that primary and secondary fuse or circuit-breaker ratings match Drawings.
    3) Verify correct functioning of drawout disconnecting contacts, grounding contacts, and interlocks.

2. Electrical Tests:

    a. Perform insulation-resistance tests on all control wiring with respect to ground.
    b. Perform a contact/pole-resistance test. Compare measured values with manufacturer's acceptable values.
    c. Verify settings and operation of control devices.
    d. Calibrate and set all relays and timers.
    e. Verify phase rotation, phasing, and synchronized operation.
    f. Perform automatic transfer tests.
    g. Verify correct operation and timing of the following functions:

        1) Normal source voltage-sensing and frequency-sensing relays.
        2) Engine start sequence.
        3) Time delay on transfer.
        4) Alternative source voltage-sensing and frequency-sensing relays.
        5) Automatic transfer operation.
        6) Interlocks and limit switch function.
        7) Time delay and retransfer on normal power restoration.
        8) Engine cool-down and shutdown feature.

3. Measure insulation resistance phase-to-phase and phase-to-ground with insulation-resistance tester. Include external annunciation and control circuits. Use test voltages and procedure recommended by manufacturer. Comply with manufacturer's specified minimum resistance.

    a. Check for electrical continuity of circuits and for short circuits.
    b. Inspect for physical damage, proper installation and connection, and integrity of barriers, covers, and safety features.
    c. Verify that manual transfer warnings are properly placed.
    d. Perform manual transfer operation.

4. After energizing circuits, perform each electrical test for transfer switches stated in NETA ATS and demonstrate interlocking sequence and operational function for each switch at least three times.

    a. Simulate power failures of normal source to automatic transfer switches and retransfer from emergency source with normal source available.
    b. Simulate loss of phase-to-ground voltage for each phase of normal source.
    c. Verify time-delay settings.
    d. Verify pickup and dropout voltages by data readout or inspection of control settings.
    e. Perform contact-resistance test across main contacts and correct values exceeding 500 microhms and values for one pole deviating by more than 50 percent from other poles.
    f. Verify proper sequence and correct timing of automatic engine starting, transfer time delay, retransfer time delay on restoration of normal power, and engine cool-down and shutdown.

5. Ground-Fault Tests: Coordinate with testing of ground-fault protective devices for power delivery from both sources.

    a. Verify grounding connections and locations and ratings of sensors.

B. Coordinate tests with tests of generator and run them concurrently.

C. Report results of tests and inspections in writing. Record adjustable relay settings and measured insulation and contact resistances and time delays. Attach a label or tag to each tested component indicating satisfactory completion of tests.

D. Transfer switches will be considered defective if they do not pass tests and inspections.

E. Remove and replace malfunctioning units and retest as specified above.

F. Prepare test and inspection reports.

G. Infrared Scanning: After Substantial Completion, but not more than 60 days after Final Acceptance, perform an infrared scan of each switch. Remove all access panels so joints and connections are accessible to portable scanner.

1. Instrument: Use an infrared scanning device designed to measure temperature or to detect significant deviations from normal values. Provide calibration record for device.
2. Record of Infrared Scanning: Prepare a certified report that identifies switches checked and that describes scanning results. Include notation of deficiencies detected, remedial action taken, and observations after remedial action.
3. Follow-up Infrared Scanning: Perform an additional follow-up infrared scan of each switch 11 months after date of Substantial Completion.

3.4 DEMONSTRATION

A. Engage a factory-authorized service representative to train Owner's maintenance personnel to adjust, operate, and maintain transfer switches and related equipment.

B. Training shall include testing ground-fault protective devices and instructions to determine when the ground-fault system shall be retested. Include instructions on where ground-fault sensors are located and how to avoid negating the ground-fault protection scheme during testing and circuit modifications.

C. Coordinate this training with that for generator equipment.

END OF SECTION 263600

END OF SECTION 263213

Highway 2301 Firestation
9033 Highway 2301

Bay County, Florida

Hazard Mitigation Grant Report

FEMA Project Number 4138-15-R

PREPARED FOR:
VBA Design Inc.
2424-B Jenks Ave.
Panama City, Florida 32404

PREPARED BY:
Anderson Engineers, P.A.
78 Ricker Avenue
Santa Rosa Beach, FL 32459
Certificate of Authorization No. 25932

Terry L. Anderson, P.E.
Florida Reg. No. 33553

2-3-16

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INTRODUCTION

Project Information

This report is a response to a grant to Bay County for a Hazard Mitigation Grant (HMGP) to determine the measures necessary to insure that the Highway 2301 Fire Station is capable of withstanding the forces created by a design wind and allow the facility to serve as a high wind shelter. Work for this project was authorized pursuant to FEMA Project Number 4138-15-R. Anderson Engineers was contracted by VBA Design Inc. to perform analysis of the existing fire station to determine existing construction means and materials and to propose retrofit measures required to make the facility sustainable under design wind conditions.

FACTS AND FINDINGS

Criteria 4. Lay-down Hazard Exposure

Based on location and surrounding terrain this facility is located in wind exposure category B. There are material resources within close proximity of the building which could pose damage during a high wind event. These features include:

1. Large pine trees near the southwest corner of the building.
2. An unsecured propane gas tank on the north side of the building.
3. A refuse disposal container on the north side of the building.
4. Unsecured equipment trailer on the south side of the building.
5. Four mobile homes approximately 90 feet north of the building.

Criteria 5. Wind and Debris Exposure

There are no as-built drawings of the facility therefore the wind velocity used for the original design is unknown. For purposes of this analysis the wind velocity generated from the Applied Technology Council website (the basis of ASCE 7-10 and FBC 14) was used. The wind velocity for a Risk Category IV building was determined to be 140 mph. Because of the surrounding topography a wind exposure category B was used in the pressure calculations required for a determination of forces applied to the building.

Criteria 6. Wind Design Verification

The lack of as-built drawings required that field investigation, GPR scanning, and engineering judgement be used in the evaluation of the wind resistant capabilities of the existing structure. A physical inspection of the structure indicated that all exterior walls were concrete masonry units. In some areas these walls are covered with stucco. A visual examination of the roof trusses indicates that are adequately constructed but additional hold downs are required to secure the truss ends to the top plate of the walls.

Criteria 7. Construction Type / Load Path Verification

As-built construction drawings for the facility are not available. Existing construction conditions were determined by several site visits. As-built plans and elevations were prepared by VBA Design, Inc. and existing materials and construction methods were determined by Anderson Engineers, P.A. and NOVA Engineering personnel.

A GPR survey of the exterior walls was used to identify reinforcing in the concrete block walls. The GPR scan identified vertical reinforcing at adequate intervals in the northern section of the building. The south end of the primary structure appeared to have no reinforcing. (See Appendix for identified reinforcement locations).

It should be noted that there is a 235 square foot exercise room on the south side of the facility. This area appears to be of substandard construction. The space should not be considered a part of the "essential facility" comprising the remainder of the building.

Criteria 8. Building Condition

According to Bay County Property Appraiser records the main building was constructed in 1983. It appears that the exercise room annex was constructed in 1999.

A visual inspection indicated no sign of water damage or prior wind damage. Other than normal wear to be expected in a 32 year old building there is no indication of deterioration or damage.

Criteria 9. Exterior Wall Construction

The exterior of the main building is constructed of concrete masonry units. A portion of the walls are also covered with a stucco fascia.

As mentioned previously, the north section of the building consisting of the barracks and office areas, has adequate reinforcing in the exterior cmu walls. The high bay section comprising the south end of the building is not reinforced.

Criteria 10. Fenestrations and Window Protection

There are no exterior windows in the primary portion of this structure. The one window in the building is located in the exercise room. As stated previously, this addition is substandard, isolated from the remainder of the building, and should not be considered in the analysis of overall "essential facilities" criteria.

There was no evidence that the exterior doors complied with the requirements of either impact or design pressure resistance. All of these doors should be replaced with units complying with the requirements for both small missile impact resistance and the design pressures listed in the "components and cladding" section of the appendix in this report.

Criteria 11. Roof Construction/Roof Slope

There are two perpendicular roof systems on the primary structure. The main structure has an asphalt shingle roof with a 12 degree slope. The high bay roof is also asphalt shingle and has a 23 degree slope. Both have plywood sheathing. According to LRDM criteria both of these roof systems are considered to have a moderate slope. Both of the roof systems would also be considered to be lightweight because they weigh 25 psf or less.

The overhangs of the lightweight roofing system range from 16" to 36" and are considered to be noncompliant because they exceed the one foot maximum specified by LRDM criteria.

Although there is not access to the entire attic area it appears that the maximum clear roof span is approximately 40 feet which would put it in the "marginal" category.

An inspection of the accessible attic space indicates the roof trusses are attached to the exterior bearing walls with Simpson H2.5 hurricane ties. Based on the uplift calculations included in the appendix of this report additional anchorage will be necessary in order for the trusses to resist design wind forces.

The asphalt roofing system is inadequate to resist the anticipated forces induced by a Category 3 hurricane. The asphalt roofing system should be removed and replaced with a standing seam metal roof.

The roof sheathing is observable from the attic but the thickness of the sheathing is unknown. During the roof replacement construction operation this sheathing thickness should be determined. A minimum sheathing thickness of 5/8" is required in order to comply with current codes.

Criteria 12. Roof Open Span

Based on a physical inspection of the attic space it appears that the longest clear span of the roof trusses is approximately 40 feet. For a light weight roofing system with a moderate slope this classifies the roof system as marginal.

Criteria 13. Roof Drainage / Ponding

The roofing system is sloped in all areas, has no parapets, and has no ponding or pooling areas. This criteria would classify the roof as Preferred.

SUMMARY AND CONCLUSIONS

After completion of site visits it was determined that portions of the structure are adequately constructed with the exception of doors. Other sections of the structure (the high bay area) are substandard and require structural retrofit. These requirements include the following:

1. Remove the existing asphalt shingle roof and replace with standing seam metal.
2. Sawcut the existing exterior wall cmu in the high bay section of the building. Epoxy set #5 rebar into the existing footing. Splice #5 rebar to these dowels and extend the entire height of the wall.
3. Remove encroaching trees that could breach the building envelope during hurricane events.
4. Remove or secure trailers, dumpsters, and other loose objects on the site which could become projectiles during a hurricane event.
5. Replace personnel and bay doors with impact resistant doors capable of meeting the wind load requirements specified in the appendix of this report.
6. Attach additional hurricane ties to each truss end.
7. Modify the eaves of the building to project no more than 12" away from the face of the wall.

APPENDIX 1

WIND LOAD INFORMATION

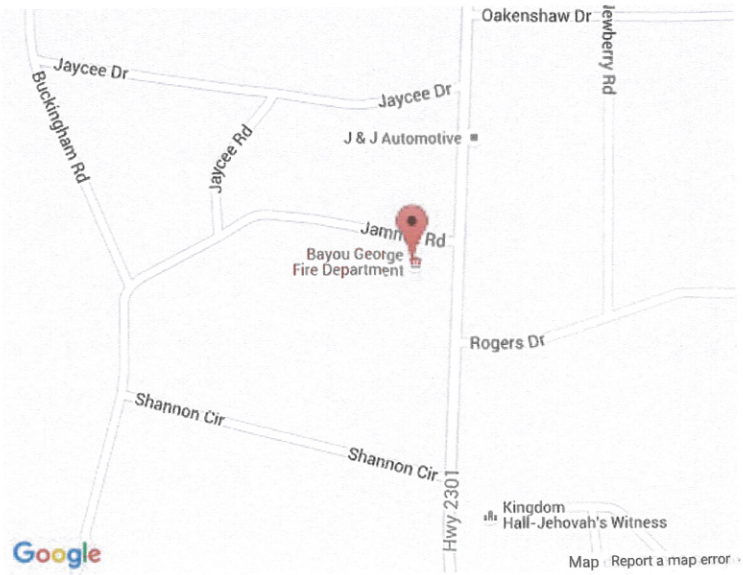
Search Results

Query Date: Mon Nov 30 2015
Latitude: 30.3132
Longitude: -85.5501

ASCE 7-10 Windspeeds (3-sec peak gust in mph*):

Risk Category I: 120
Risk Category II: 131
Risk Category III-IV: 140
MRI 10-Year:** 76
MRI 25-Year:** 89
MRI 50-Year:** 100
MRI 100-Year:** 109

ASCE 7-05 Windspeed:
122 (3-sec peak gust in mph)
ASCE 7-93 Windspeed:
97 (fastest mile in mph)



*Miles per hour
**Mean Recurrence Interval

Users should consult with local building officials to determine if there are community-specific wind speed requirements that govern.

Print your results

WINDSPEED WEBSITE DISCLAIMER

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Project: **Highway 2301 Fire Station**

Floor and Roof Live Loads	
Attics:	20 psf w/ storage, 10 psf w/o storage
Habitable Attics, Bedrooms:	30 psf
Public Rooms & Corridors:	100 psf
Other Areas, Garages:	40 psf
Roofs:	20 psf

Wind Design Data		
Ultimate Wind Speed:		140 mph
Nominal Wind Speed:		108 mph
Risk Category:		IV
Wind Exposure:		B
Enclosure Classification:		Enclosed
Internal Pressure Coefficient:		0.18 +/-
Components and Cladding Design Pressures:		
Roofing Zone 1:	+20.3 psf max.,	-32.3 psf min.
Roofing Zone 2:	+20.3 psf max.,	-56.2 psf min.
Roofing Zone 3:		-83.1 psf min.
Roofing at Zone 2 Overhangs:		-65.7 psf min.
Roofing at Zone 3 Overhangs:		-110.6 psf min.
Stucco, Cladding, Doors & Windows:		
	+35.3 psf max.,	-38.2 psf min.
Zone 5:	+35.3 psf max.,	-47.2 psf min.
End Zone Width:		5.60 ft.
The Ultimate Wind Speed was used to determine the above Component and Cladding Design Pressures.		
All exterior glazed openings shall be protected from wind-borne debris as per Section 1609.1.2 of the 2014 FBC.		
The site of this building is not subject to special topographic wind effects as per Section 1609.1.1.1 of the 2014 FBC.		

Geotechnical Information	
Design Soil Load-Bearing Capacity:	2,000 psf

Flood Design Data	
Flood Zone:	X

This table was created using Windload Calculator Plus software (2014 Florida Building Code Edition) available from WindCalcs.com

Project: Highway 2301 Fire Station

Ultimate Wind Speed: 140 mph Nominal Wind Speed: 108 mph Wind Exposure: B

No.	Description	Opening Width (in ft.)	Opening Height (in ft.)	Distance from Corner (in ft.)	Design Pressure Requirements
1	UTILITY DOOR	4.0 ft.	5.0 ft.	5.0 ft.	+33.7 psf, -41.4 psf
2	EX. ROOM WINDOW	3.0 ft.	3.0 ft.	10.0 ft.	+35.3 psf, -38.2 psf
3	EX. ROOM O.H. DOOR	12.0 ft.	8.0 ft.	8.0 ft.	+30.1 psf, -34.3 psf
4	BAY DOORS	12.0 ft.	10.0 ft.	16.0 ft.	+29.8 psf, -32.8 psf
5	PERSONNEL DOOR	3.3 ft.	7.0 ft.	5.0 ft.	+33.5 psf, -41.4 psf
6	PERSONNEL DOOR	3.3 ft.	7.0 ft.	3.0 ft.	+33.5 psf, -43.6 psf

The Ultimate Wind Speed was used to determine the above Component and Cladding Design Pressures.

All exterior glazed openings shall be protected from wind-borne debris as per Section 1609.1.2 of the 2014 FBC.

This table was created using Windload Calculator Plus software (2014 Florida Building Code Edition) available from WindCalcs.com

ANDERSON ENGINEERS, P.A.
78 Ricker Avenue Santa Rosa Beach, FL 32459
Office: (850) 231-4540 Fax: (850) 231-7980

By: TLA
Date: 12/2/2015

ROOF COMPONENT UPLIFT CALCULATIONS

User Input Design Values

Roof Dead Load = 15 PSF

a = 3.00' (Greater of 10% of Building Width or 3' min.)

	10.00 SF	100.00 SF
Zone 1 =	-32.30 PSF	-29.30 PSF
Zone 2 =	-56.20 PSF	-41.20 PSF
Overhang 2H =	-65.70 PSF	-

Truss - A

Clear Span = 20.00'
Spacing = 2.00' o.c.
Overhang = 2.00'
Tributary Area = 48.00 SF

Interpolated Component DP's
Zone 1 = -31.03 PSF
Zone 2 = -49.87 PSF

UPLIFT = -818 # Each End
Minimum Strap = (2) H2.5T
Use Simpson = (2) H2.5T
Strap Capacity = 850 # O.K.

Truss - B

Clear Span = 30.00'
Spacing = 2.00' o.c.
Overhang = 2.00'
Tributary Area = 68.00 SF

Interpolated Component DP's
Zone 1 = -30.37 PSF
Zone 2 = -46.53 PSF

UPLIFT = -997 # Each End
Minimum Strap = MTS12
Use Simpson = **MTS12**
Strap Capacity = 1000 # O.K.

Truss - C

Clear Span = 40.00'
Spacing = 2.00' o.c.
Overhang = 2.00'
Tributary Area = 88.00 SF

Interpolated Component DP's
Zone 1 = -29.70 PSF
Zone 2 = -43.20 PSF

UPLIFT = -1163 # Each End
Minimum Strap = (2) H1
Use Simpson = **(2) H2.5A**
Strap Capacity = 1200 # O.K.

APPENDIX 2

COST ESTIMATE

	ITEM	**DESCRIPTION**	**COST**
	CRITERIA 4	LAY-DOWN HAZARD EXPOSURE	
		REMOVE TREES	$2,000
		SECURE PROPANE TANK	$400
		SECURE DUMPSTER	$400
	CRITERIA 9	INSTALL ADDITIONAL WALL REINFORCING	$15,000
	CRITERIA 10	FENESTRATIONS AND WINDOW PROTECTION	
		REPLACE 3 PERSONNEL DOORS	$3,000
		REPLACE 3 BAY DOORS	$18,000
	CRITERIA 11	ROOF CONSTRUCTION/ROOF SLOPE	
		REMOVE AND REPLACE ROOFING	$78,000
		INSTALL ADDITIONAL TRUSS TIES	$4,200
		MODIFY EAVE OVERHANG	$6,000
		TOTAL UPGRADE COST	$127,000

APPENDIX 3

PROJECT PHOTOGRAPHS

BAY COUNTY
FIRE

APPENDIX 4

NOVA FIELD INVESTIGATION

Daily Field Report

Report Date: 2/2/2016

Panama City Beach
17612 Ashley Drive
Panama City Beach, FL 32413
Phone: 850.249.6682
Fax: 850.249.6683

Client:

Bay County Public Works Department - Facilities Maintenance
840 West 11th Street
Panama City, FL 32401

Project:

10111-7116023.000
Bay County Facilities Hardening - Fire Stations
Panama City, Florida

The following summarizes our observations and actvities this date:

As requested, representatives from NOVA visited three (3) sites to perform Ground Penetrating Radar (GPR) scanning of the structures and to perform destructive examination to locate and identify vertical masonry reinforcing steel that is present within the structures. The three (3) structures are identified as:

1 - Holiday Drive Fire Station, Panama City Beach
2 - Hwy 2301 Fire Station, Youngstown
3 - Hutchison Blvd. EMS Station, Panama City Beach

The engineer scanned the existing masonry walls of each structure using the GSSI Miniscan GPR the to confirm the presence of, or lack thereof, the vertical masonry reinforcing steel bars. The bars located were marked in the field using construction crayon and documented. Once the vertical reinforcing steel was located and documented, 1 bar was designated to be explored further. The exterior surface of the wall was removed by hammer drill and chisel exposing the reinforcing steel bar. The exposed rebar was photographed and measured. The EMS Station on Hutchison Boulevard was discovered to consist of as brick veneer with timber-framed structure rather than a reinforced CMU structural wall. Thus, no vertical reinforcing steel was noted and no destructive examination was performed. Please see the attached Elevation Plans for the 2 fire station projects for the location of reinforcing steel and photographic documentation of each structure.

Additionally, three (3) 1/2" diameter holes were drilled in the rear wall (western wall) of the Holiday Drive Fire Station to ascertain the presence or lack of grout within the cells. No grout was found as the drill bit encountered no resistance once it penetrated the face shell of the CMU block. The exact locations are documented on the attached plans.

Activity Date: 01/28/2016

Weather: Cloudy **Temperature:** 55

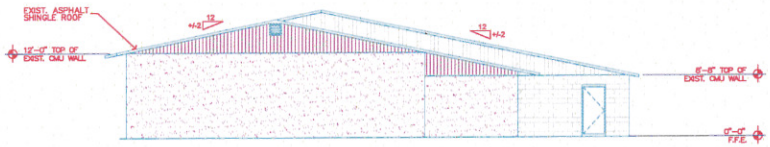
Technician: Austin, Kristopher

The information provided herein is intended for the sole and exclusive use of our Client unless other written agreement is entered into by NOVA and other parties. All other recipients are provided this document for information purposes only, and any use of said information shall be at their sole risk.

Statements in this field report are subject to NOVA's Principal review. Printed copies of this document are not considered signed and sealed, and the signature must be verified on any electronic copies.

No vertical reinforcing steel observed by GPR

Vertical reinforcing steel noted by GPR scan

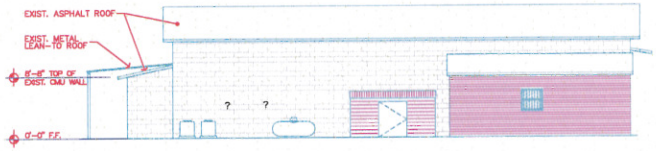


1 A2.1 NORTH ELEVATION
1/8" = 1'-0"

Free-standing metal shed

Possible vertical reinforcing steel observed; however, it was unclear and no other vertical bars were observed on this wall.

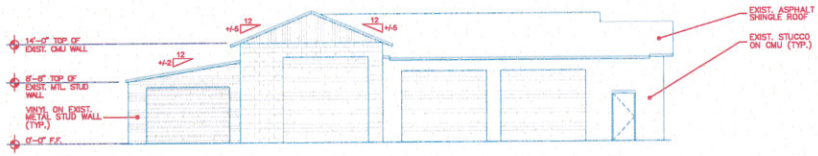
Metal stud stick-framing



2 A2.1 SOUTH ELEVATION
1/8" = 1'-0"

No vertical reinforcing steel noted by GPR scan

Vertical reinforcing steel noted by GPR scan



3 A2.1 EAST ELEVATION
1/8" = 1'-0"

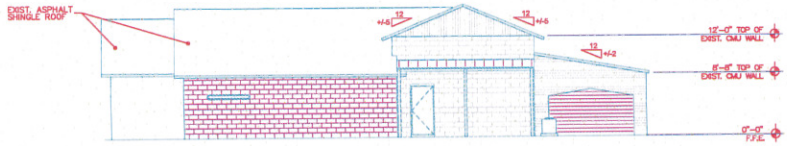
No vertical reinforcing steel noted by GPR scan

Vertical reinforcing steel noted by GPR scan

No vertical reinforcing steel noted by GPR scan

Area not observed (obstruction)

No vertical reinforcing steel noted by GPR scan



Metal stud stick-framing

Free-standing metal shed

Exploratory hole made in wall to expose vertical reinforcing steel at location determined by ground penetrating radar. Reinforcing steel found and noted be approximately 1/2" diameter and located approximately 4" from the exterior surface to the outer fiber of the observed bar.

4 A2.1 WEST ELEVATION
1/8" = 1'-0"

VBA DESIGN, INC.
ARCHITECTS AND PLANNERS
405 HARRISON AVENUE
PANAMA CITY, FLORIDA 32401
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FAX: 850 763 0410
AA 26002533

DESIGN DEVELOPMENT

DATE 11/19/15
DRAWN DW CHECKED VW
REVISIONS
PROJECT # ?

EXISTING EXTERIOR ELEVATIONS

HIGHWAY 2301 FIRE STATION
WIND MITIGATION

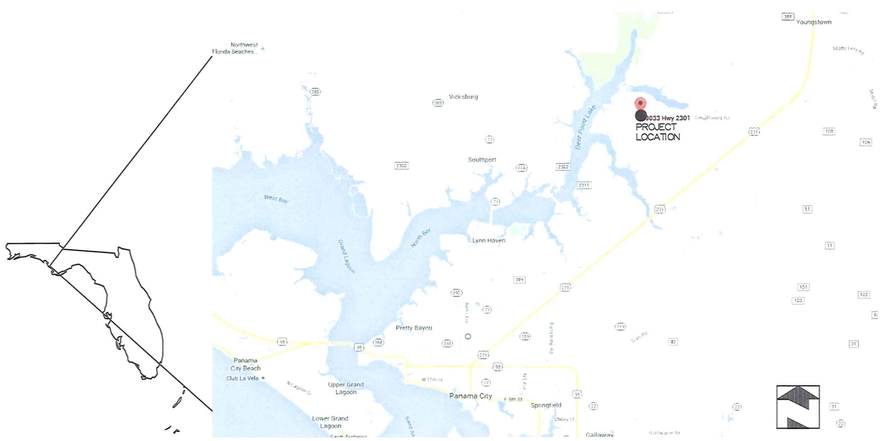
PANAMA CITY FLORIDA

SHEET NO. A2.1

EXHIBIT 2
VBA DESIGN, INC.
PROJECT PLANS

HIGHWAY 2301 FIRE STATION
WIND MITIGATION
YOUNGSTOWN, FLORIDA
FEMA PROJECT # 4138-15-R

LOCATION MAP



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A1.2 FLOOR PLANS
A2.1 EXTERIOR ELEVATIONS
A2.2 EXTERIOR ELEVATIONS
A3.1 ARCHITECTURAL DETAILS
A3.2 DOOR & WINDOW DETAILS
A6.1 SCHEDULES

ELECTRICAL
E1 EXISTING/ NEW WORK ELECTRICAL PLAN
E2 DEMOLITION AND NEW WORK RISERS/ PANEL SCHEDULE

SYMBOL LEGEND

MATERIAL SYMBOLS

EARTH
GRANULAR FILL
CONCRETE
CONCRETE MASONRY UNIT
BRICK
FINISHED WOOD
ROUGH WOOD (CONTINUOUS)
ROUGH WOOD (NOT CONTINUOUS)
PLYWOOD
ACOUSTICAL OR CERAMIC TILE
GWB/PLASTER/ STUCCO/GROUT
RIGID INSULATION
BATT INSULATION

GENERAL SYMBOLS

DETAIL NUMBER — 1 / A-402 — DETAIL — UNLESS OTHERWISE NOTED 1/4" = 1'-0" — DETAIL TITLE

SECTION NUMBER — 1 / A-311 — SHEET REFERENCE — BUILDING SECTION

SECTION NUMBER — 1 / A-311 — SHEET REFERENCE — SECTION CUTS

NUMBER NAME — ROOM NAME ROOM NUMBER

DA172 — DOOR MARK

W2 — WINDOW MARK

W1 — WALL TYPE MARK

12'-4" — FINISH FLOOR ELEVATION

1/A-701 — INTERIOR ELEVATION

2 A — COLUMN REFERENCE AND GRID LINES

ABBREVIATIONS

@	AT	FDN	FOUNDATION	OC	ON CENTER(S)
ACT	ACOUSTICAL TILE	FE	FIRE EXTINGUISHER	OD	OUTSIDE DIAMETER
AD	AREA DRAIN	FEC	FIRE EXTINGUISHER CABINET	OFCI	OWNER FURNISHED CONTRACTOR INSTALLED
AE	ARCHITECT-ENGINEER	FF	FINISHED FLOOR	OFOI	OWNER FURNISHED OWNER INSTALLED
AFF	ABOVE FINISHED FLOOR	FHC	FIRE HOSE CABINET	OFCRI	OWNER FURNISHED CONTRACTOR ROUGH IN
AHU	AIR HANDLING UNIT	FIN	FINISH(ED)	OH	OVERHEAD
APPROX	APPROXIMATE	FIXT	FIXTURE	OPH	OPPOSITE HAND
ARCH	ARCHITECT(URAL)	FL	FLOOR	OPP	OPPOSITE
		FO	FACE OF		
BD	BOARD	FT	FOOT/FEET	PL	PLATE
BIT	BITUMINOUS	FTG	FOOTING	PLAM	PLASTIC LAMINATE
BLDG	BUILDING			PR	PAIR
BLK	BLOCK	GA	GAGE/GAUGE	PT	PRESSURE TREATED
BLKG	BLOCKING	GALV	GALVANIZED		
BM	BEAM	GL	GLASS/GLAZING	QT	QUARRY TILE
BOT	BOTTOM	GWB	GYPSUM WALL BOARD		
BRG	BEARING	GYP	GYPSUM	R	RISER/RADIUS
BRK	BRICK			RD	ROOF DRAIN
BUR	BUILT UP ROOFING	HA	HANDICAP ACCESSIBLE	REC	RECESSED
		HDW	HARDWARE	REINF	REINFORCE(D)(ING)
CEM PL	CEMENT PLASTER	HM	HOLLOW METAL	REQ	REQUIRED
CF'CI	CONTRACTOR FURNISHED CONTRACTOR INSTALLED	HR	HOUR	RES	RESILIENT
		HT	HEIGHT/HIGH	REV	REVISE(SION)(D)
CHEM	CHEMICAL	HVAC	HEATING, VENTILATING AND AIR CONDITIONING	RM	ROOM
CJ	CONTROL JOINT/ CONSTRUCTION JOINT			RO	ROUGH OPENING
CL	CENTER LINE	ID	INSIDE DIAMETER		
CLG	CEILING	IN	INCH	S	SOUTH
CMU	CONCRETE MASONRY UNIT	INSUL	INSULATE(D)(ION)	SC	SOLID CORE
COL	COLUMN	INT	INTERIOR	SECT	SECTION
CONC	CONCRETE			SIM	SIMILAR
CONF	CONFERENCE	JT	JOINT	SPEC	SPECIFICATION(S)
CONT	CONTINUE(OUS)			SQ	SQUARE
CPT	CARPET(ED)	L	LENGTH	SS	STAINLESS STEEL
CT	CERAMIC TILE	LAV	LAVATORY	STRUCT	STRUCTURAL
		LBS	POUNDS	SYS	SYSTEM
DBL	DOUBLE	LF	LINEAL FEET		
DEMO	DEMOLISH(TION)			T	TREAD
DET	DETAIL	MANUF.	MANUFACTURE	THK	THICK(NESS)
DF	DRINKING FOUNTAIN	MAX	MAXIMUM	TO	TOP OF
DIA	DIAMETER	MECH	MECHANIC(AL)	TYP	TYPICAL
DIM	DIMENSION	MET	METAL		
DIV	DIVISION	MFR	MANUFACTURE(R)	UC	UNDERCUT
DN	DOWN	MHDF	MOLDED HIGH DENSITY FIBERBOARD	UL	UNDERWRITERS LABORATORY
DR	DOOR	MIN	MINIMUM	UON	UNLESS OTHERWISE NOTED
DWG	DRAWING(S)	MISC	MISCELLANEOUS		
E	EAST			VCT	VINYL COMPOSITION TILE
EA	EACH	N	NORTH	VERT	VERTICAL
EJ	EXPANSION JOINT	NA	NOT APPLICABLE	VTR	VENT THRU ROOF
EL	ELEVATION	NIC	NOT IN CONTRACT	VWC	VINYL WALL COVERING
ELEC	ELECTRIC(AL)	NO	NUMBER		
ELEV	ELEVATOR	NOM	NOMINAL	W	WEST/WIDTH
EQ	EQUAL	NTS	NOT TO SCALE	W/	WITH
EQUIP	EQUIPMENT			W/O	WITHOUT
EWC	ELECTRIC WATER COOLER			WPT	WORK POINT
EXIST	EXISTING				
EXP	EXPOSED				
EXT	EXTERIOR				

LEGAL DESCRIPTION

16 2S 13W-1.19-141B BEG SW CORSEC N 599.98' E 534.5'NE 1191.24' SE 1542.76' N 877.85'FOR POB TH N 184.44'NW 302.03' S 230'E 300' TO POB ORB 990 P 841, ORB 461 P 629 ORB 3166 P 1994

APPLICABLE CODES

2014 FLORIDA BUILDING CODE BUILDING
2014 FLORIDA BUILDING CODE EXISTING BUILDING
2014 FLORIDA BUILDING CODE ENERGY CONSERVATION
2014 FLORIDA BUILDING CODE FUEL GAS
2014 FLORIDA BUILDING CODE PLUMBING
2014 FLORIDA BUILDING CODE MECHANICAL
2014 FLORIDA BUILDING CODE TEST PROTOCOLS
2014 FLORIDA ACCESSIBILITY CODE
2014 EDITION, FLORIDA FIRE PREVENTION CODE, (FFPC)
2008 EDITION, NFPA 70, NATIONAL ELECTRICAL CODE, (NEC)
ASCE 7-10

PROJECT DATA

NAME, ADDRESS, AND PHONE NUMBER OF OWNER:
BAY COUNTY COMMISSION
840 WEST 11TH STREET
PANAMA CITY, FL 32401

PROJECT ADDRESS:
9033 HIGHWAY 2301
YOUNGSTOWN, FL 32466

ALTERATION LEVEL:
LEVEL 1

SIZE (GROSS SQ. FT.) OF BUILDING:
4,337 SQUARE FEET

OCCUPANCY CLASSIFICATION:
BUSINESS

FINISHED FLOOR ELEVATION:
EXISTING

CONSTRUCTION TYPE:
TYPE II-B

EXISTING

PROJECT TEAM

ARCHITECT
VBA DESIGN, INC.
2424 JENKS AVE., SUITE B
PANAMA CITY, FL 32405
(850) 769-3357

ELECTRICAL ENGINEER
BAGWELL ENGINEERING, INC.
216 EAST GOVERNMENT ST.
PENSACOLA, FL 32502
(850) 462-8040

STRUCTURAL ENGINEER
ANDERSON ENGINEERS, P.A.
78 RICKER AVE.
SANTA ROSA BEACH, FL 32459
(850)231-4540

VBA DESIGN, INC.
ARCHITECTS AND PLANNERS
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"DESIGNING A BETTER EXPERIENCE"
AA 2600253
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FAX: 850-763-0410

2/4/16

DATE	02/04/2016
DRAWN	DW
REVIEWED	VW

REVISIONS

NO.	DATE	DESC.

PROJECT # 1520

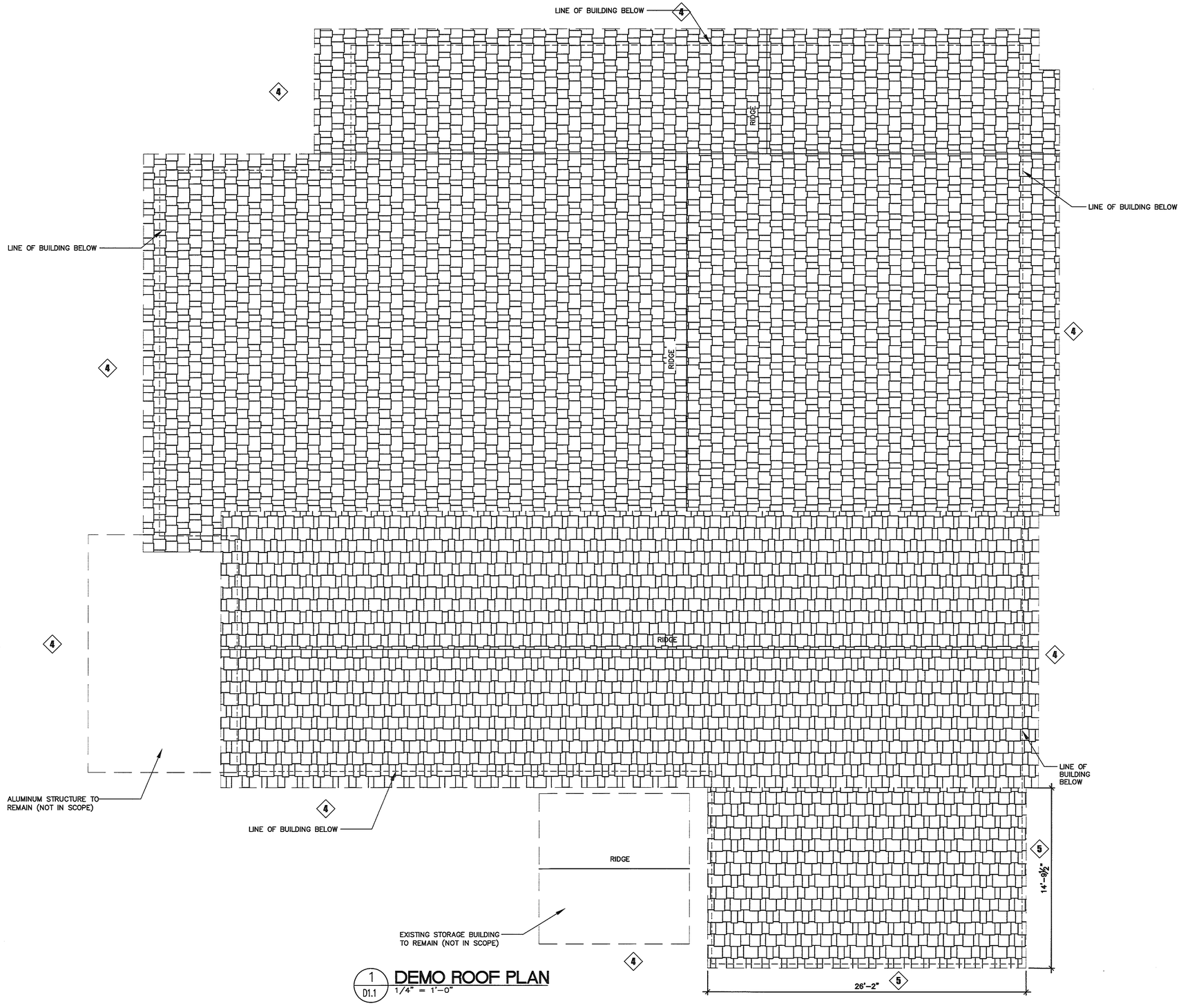
FEMA REVIEW SET

COVER SHEET

9033 HIGHWAY 2301 FIRE STATION
WIND MITIGATION

YOUNGSTOWN FLORIDA

SHEET NO. G0.1



1 / D1.1 **DEMO ROOF PLAN**
1/4" = 1'-0"

DEMOLITION NOTES

1. INVESTIGATION OF THE EXISTING CONDITIONS WAS CONDUCTED BY THE ARCHITECT. HOWEVER, MINOR VARIATIONS IN THE ACTUAL EXISTING CONDITIONS MAY BE ENCOUNTERED BY THE CONTRACTOR IN THE EXECUTION OF THIS WORK. THESE VARIATIONS ARE NOT TO BE CAUSE FOR INCREASE IN THE CONSTRUCTION COST.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBSERVING EXISTING CONDITIONS AND DETERMINING, AS PART OF HIS BID, AN AMOUNT NECESSARY FOR REMOVING ITEMS NOT NECESSARILY SHOWN ON THE DRAWINGS OR SPECIFIED BUT REQUIRED TO FACILITATE NEW WORK.
3. ALL CONTRACTORS ARE RESPONSIBLE FOR VERIFYING ALL DIMENSIONS GOVERNING THEIR SCOPE OF THE WORK AS SHOWN ON THE ARCHITECTS' DRAWINGS. ANY ERRORS OR DISCREPANCY WILL BE REPORTED TO THE ARCHITECTS FOR CLARIFICATION BEFORE PROCEEDING WITH THE WORK TO BE COMPLETED UNDER HIS CONTRACT. FAILURE TO COMPLY WITH THIS NOTICE WILL RESULT IN THE CONTRACTOR BEING RESPONSIBLE FOR ANY AND ALL COST AND DELAYS INCURRED FROM SUCH ERROR.
4. ALL UNITS, SURFACES, ITEMS AND DEVICES WHICH DO NOT PERMIT A LIKE-NEW FINISH FOR NEW CONSTRUCTION SHALL BE REPLACED OR REPAIRED TO PERMIT SUCH A FINISH.
5. WALLS, FLOORS AND CEILING AFFECTED, IN ANY WAY, BY NEW CONSTRUCTION SHALL BE REFINISHED IN THEIR ENTIRETY.
6. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING LOAD BEARING STRUCTURE TO BE REMOVED AND PROVIDE ADEQUATE SHORING.
7. SURVEY THE CONDITION OF THE BUILDING TO DETERMINE WHETHER REMOVING ANY ELEMENT MIGHT RESULT IN STRUCTURAL DEFICIENCY OR UNPLANNED COLLAPSE OF ANY PORTION OF THE STRUCTURE OR ADJACENT STRUCTURES DURING SELECTIVE DEMOLITION.

LEGEND

1. REMOVE DOOR.
2. REMOVE WINDOW.
3. REMOVE EXISTING ELECTRICAL WIRING AND LIGHTING.
4. REMOVE ALL EXISTING SHINGLES, UNDERLAYMENT, SOFFIT, GUTTERS & DOWNSPOUTS. CUT OVERHANGS TO BE NO MORE THAN 12" FROM FACE OF BUILDING AS PER STRUCTURAL ENGINEER'S REPORT.
5. REMOVE METAL STUD ADDITION.

AA 26002533
PHONE: 850-769-3357
FAX: 850-763-0410

VBA DESIGN, INC.
ARCHITECTS AND PLANNERS
2424 JENKS AVENUE, SUITE B
PANAMA CITY, FLORIDA 32405
"DESIGNING A BETTER EXPERIENCE"

Victoria Williams 2/4/16

DATE	02/04/2016
DRAWN	DW
REVIEWED	VW

REVISIONS

NO.	DATE	DESC.

PROJECT # 1520

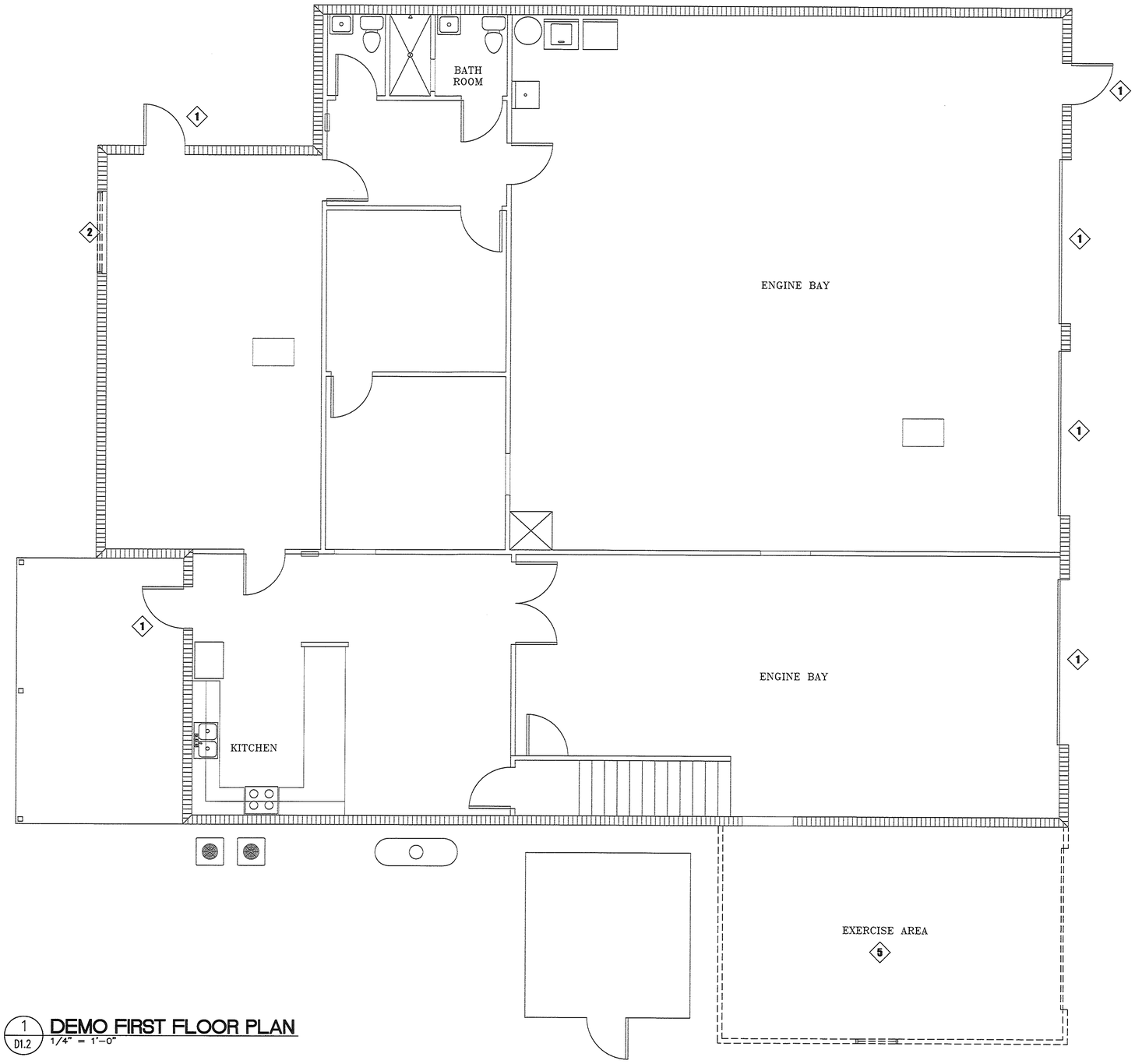
FEMA REVIEW SET

DEMOLITION ROOF PLAN

9033 HIGHWAY 2301 FIRE STATION
WIND MITIGATION

YOUNGSTOWN FLORIDA

SHEET NO. D1.1



1 / D1.2 **DEMO FIRST FLOOR PLAN**
1/4" = 1'-0"

DEMOLITION NOTES

1. INVESTIGATION OF THE EXISTING CONDITIONS WAS CONDUCTED BY THE ARCHITECT. HOWEVER, MINOR VARIATIONS IN THE ACTUAL EXISTING CONDITIONS MAY BE ENCOUNTERED BY THE CONTRACTOR IN THE EXECUTION OF THIS WORK. THESE VARIATIONS ARE NOT TO BE CAUSE FOR INCREASE IN THE CONSTRUCTION COST.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBSERVING EXISTING CONDITIONS AND DETERMINING, AS PART OF HIS BID, AN AMOUNT NECESSARY FOR REMOVING ITEMS NOT NECESSARILY SHOWN ON THE DRAWINGS OR SPECIFIED BUT REQUIRED TO FACILITATE NEW WORK.
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6. CONTRACTOR SHALL VERIFY LOCATION OF ALL EXISTING LOAD BEARING STRUCTURE TO BE REMOVED AND PROVIDE ADEQUATE SHORING.
7. SURVEY THE CONDITION OF THE BUILDING TO DETERMINE WHETHER REMOVING ANY ELEMENT MIGHT RESULT IN STRUCTURAL DEFICIENCY OR UNPLANNED COLLAPSE OF ANY PORTION OF THE STRUCTURE OR ADJACENT STRUCTURES DURING SELECTIVE DEMOLITION.

LEGEND

- 1 REMOVE DOOR.
- 2 REMOVE WINDOW.
- 3 REMOVE EXISTING ELECTRICAL WIRING AND LIGHTING.
- 4 REMOVE ALL EXISTING METAL ROOF PANELS AND UNDERLAYMENT.
- 5 REMOVE METAL STUD EXERCISE AREA ADDITION.

AA 26002533
PHONE: 850-769-3357
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ARCHITECTS AND PLANNERS
2424 JENKS AVENUE, SUITE B
PANAMA CITY, FLORIDA 32405
"DESIGNING A BETTER EXPERIENCE"

Verna Williams 2-4-16

DATE	02/04/2016
DRAWN	DW
REVIEWED	VW

REVISIONS NO.	DATE	DESC.

PROJECT # 1520

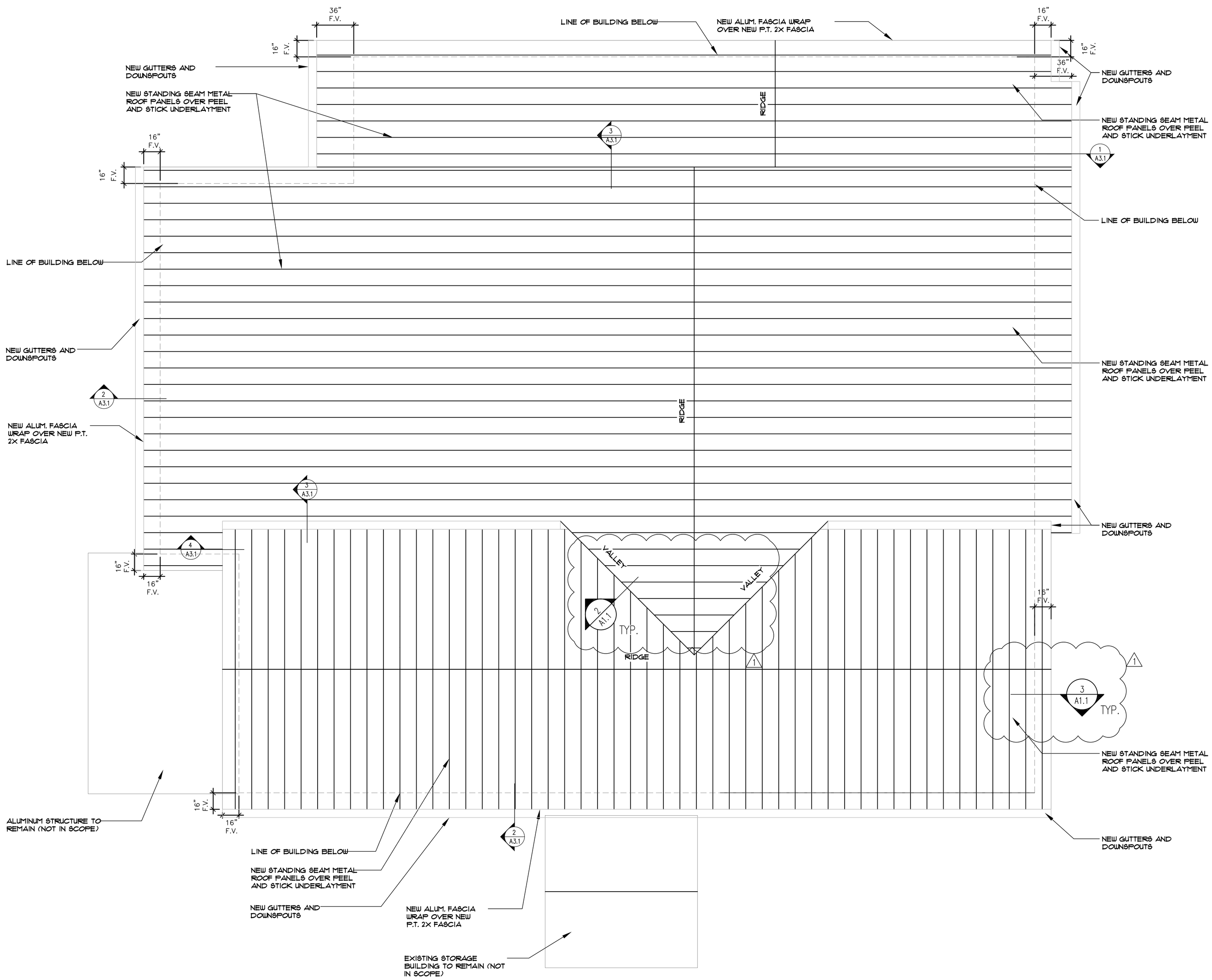
FEMA REVIEW SET

DEMOLITION FLOOR PLAN

9033 HIGHWAY 2301 FIRE STATION
WIND MITIGATION

YOUNGSTOWN FLORIDA

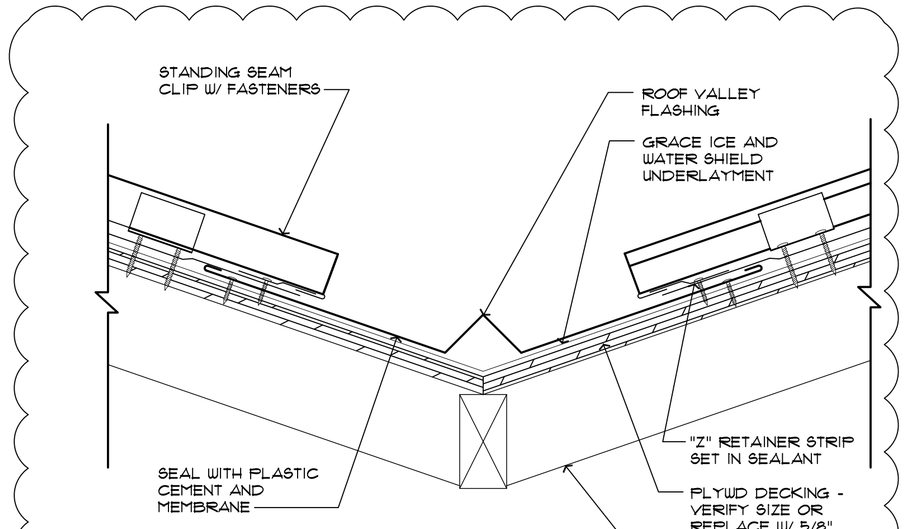
SHEET NO. D1.2



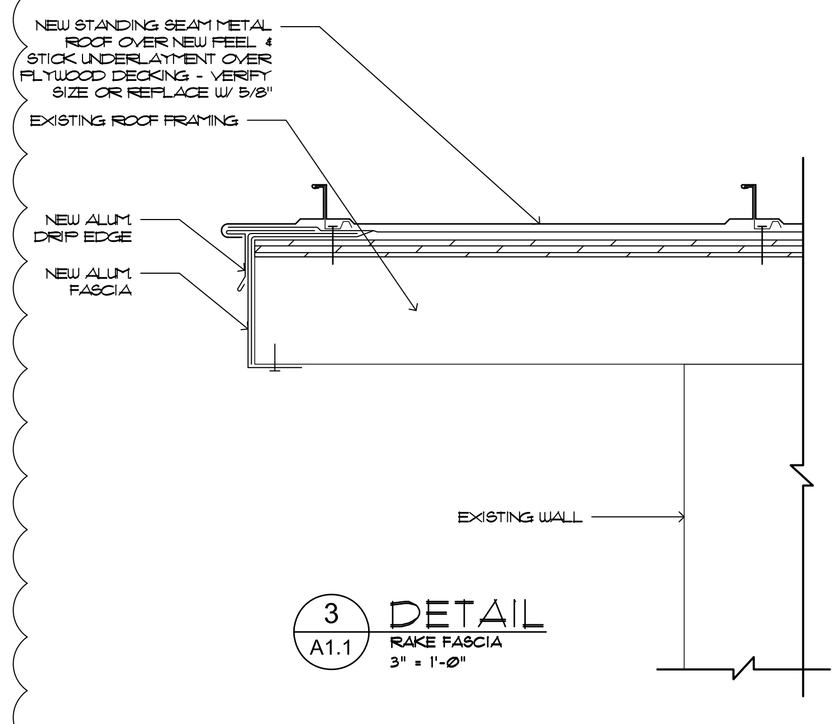
1 A1.1 NEW ROOF PLAN
1/4" = 1'-0"

GENERAL NOTES

1. UL UPLIFT: 140 MPH PER ASCE 7-10 & 2014 FL BUILDING CODE ACCORDING TO STRUCTURAL ENGINEER'S REPORT.
2. CONTRACTOR SHALL PROVIDE AND INSTALL ANCHORS AT EXISTING WALL TO MEET THE DESIGN WIND SPEED. SEE STRUCTURAL ENGINEER'S REPORT PRESSURES, UPLIFT CALCULATIONS, & ANCHOR INFORMATION.
3. CONNECT NEW DOWNSPOUTS TO EXISTING STORMWATER WHERE APPLICABLE; PROVIDE & INSTALL CONC. SPLASH BLOCKS IN ALL OTHER LOCATIONS.
4. PRIOR TO INSTALLING NEW UNDERLAYMENT & STANDING METAL ROOF, CONTRACTOR SHALL VERIFY THICKNESS OF DECKING TO BE 5/8" MINIMUM. CONTRACTOR TO INCLUDE UNIT COSTS IN BID FOR 5/8" THICK PLYWOOD DECKING.



2 A1.1 DETAIL
VALLEY
3" = 1'-0"



3 A1.1 DETAIL
RAKE FASCIA
3" = 1'-0"

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DATE	12/02/2015
DRAWN	DW
REVIEWED	VW

REVISIONS

NO.	DATE	DESC.
	03-01-17	ADDENDUM #1
1		

PROJECT # 1520

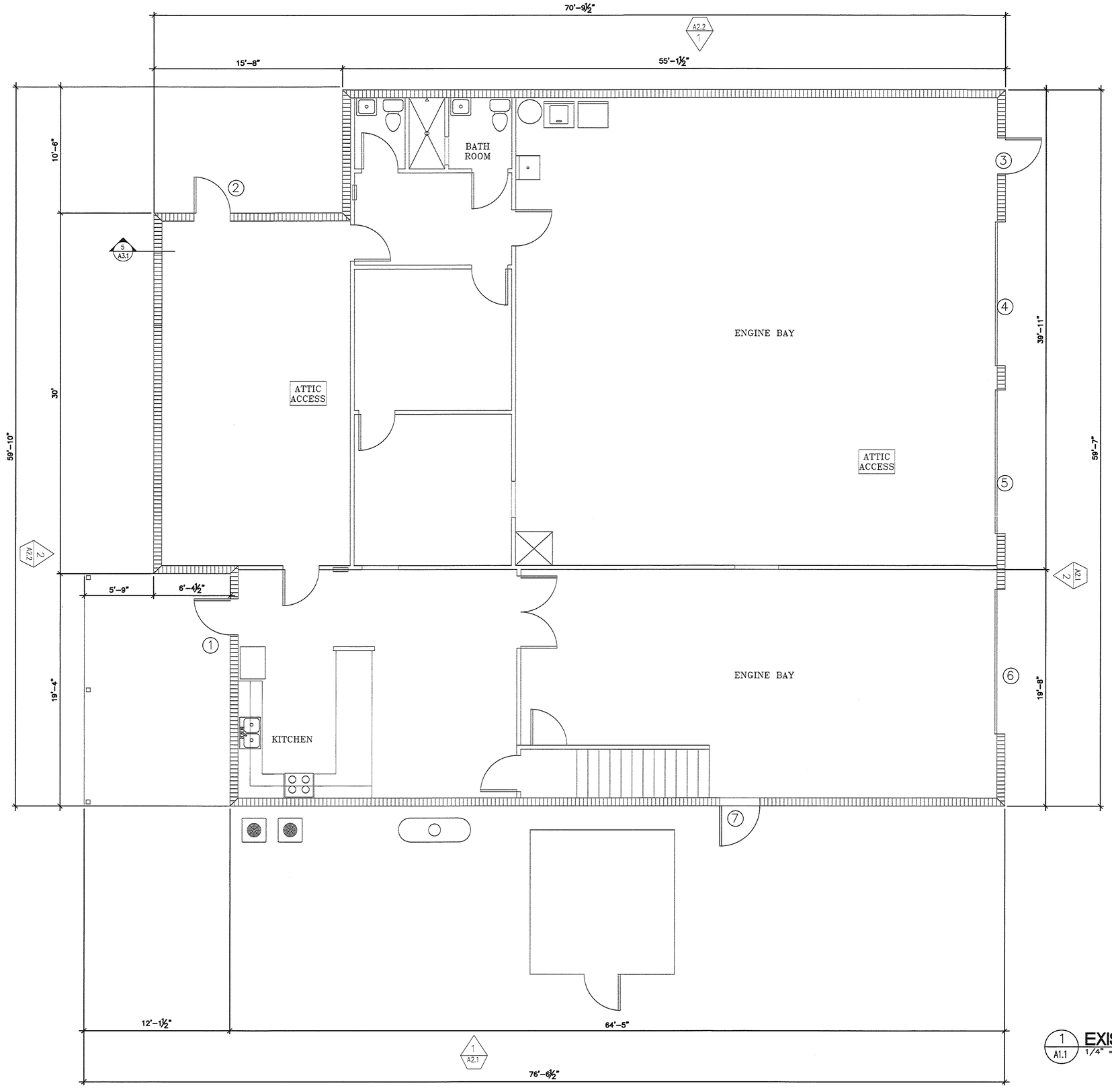
ROOF PLAN

9033 HIGHWAY 2301 FIRE STATION
WIND MITIGATION

YOUNGSTOWN FLORIDA

FEMA REVIEW SET

SHEET NO. A1.1



LEGEND

# / A2.X	ELEVATION DESIGNATION
1	DOOR DESIGNATION SEE SHEET A6.1
W	WINDOW DESIGNATION SEE SHEET A6.1

1 / A1.1 **EXISTING FIRST FLOOR PLAN**
1/4" = 1'-0"

VBA DESIGN, INC.
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Victoria Williams 2/4/16

DATE	02/04/2016
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REVISIONS

NO.	DATE	DESC.

PROJECT # 1520

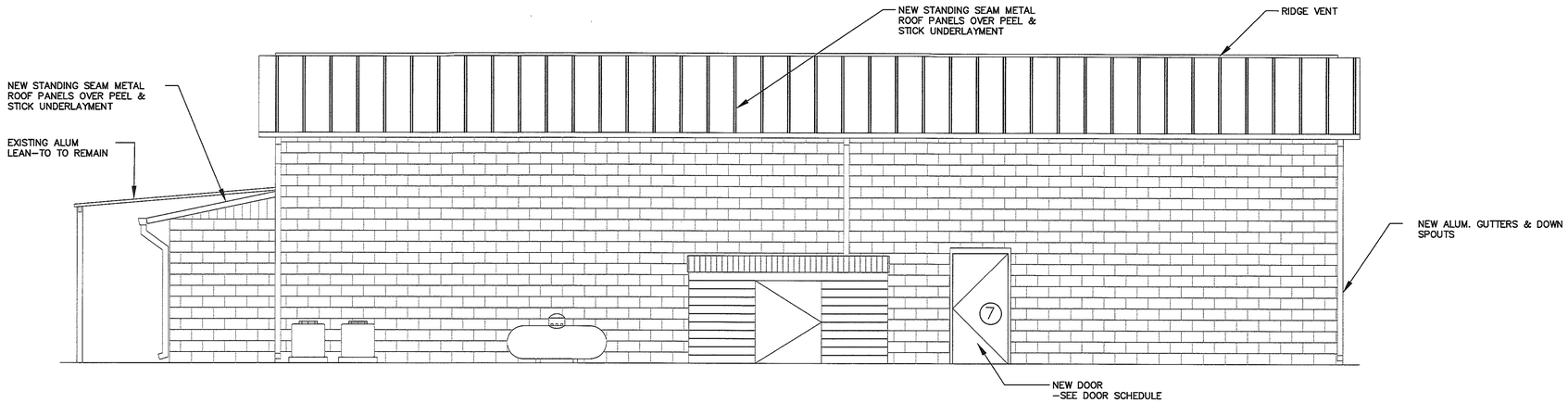
FEMA REVIEW SET

FLOOR PLAN

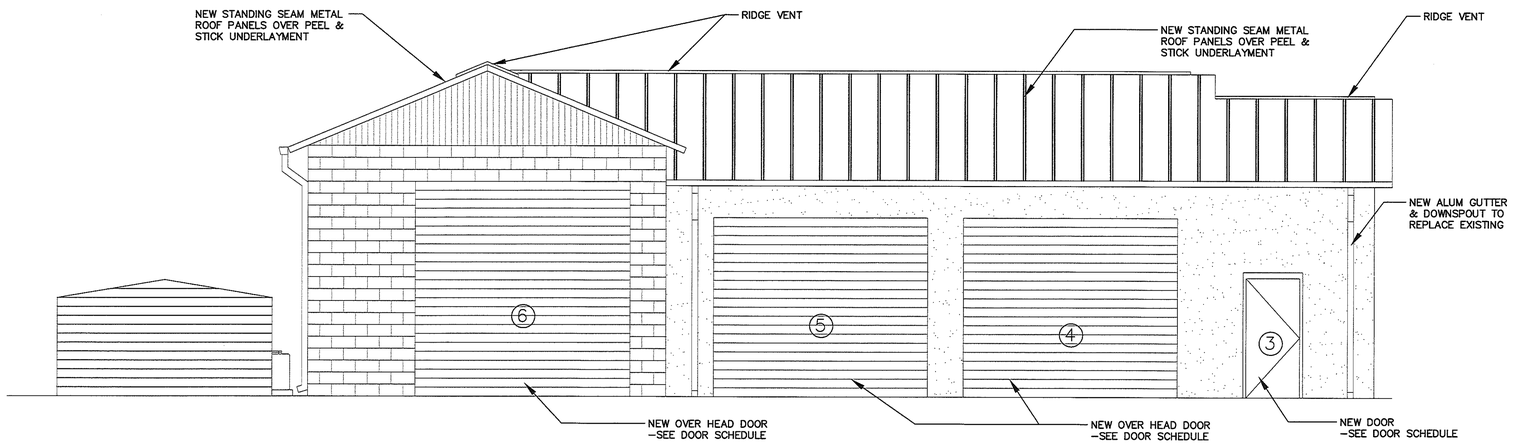
9033 HIGHWAY 2301 FIRE STATION
WIND MITIGATION

YOUNGSTOWN FLORIDA

SHEET NO. A1.2



1 / A2.1 **SOUTH ELEVATION**
1/4" = 1'-0"



2 / A2.1 **EAST ELEVATION**
1/4" = 1'-0"

VBA DESIGN, INC.
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PANAMA CITY, FLORIDA 32405
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VBA DESIGN

Vicky Williams 2/4/16

DATE	02/04/2016
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REVISIONS

NO.	DATE	DESC.

PROJECT # 1520

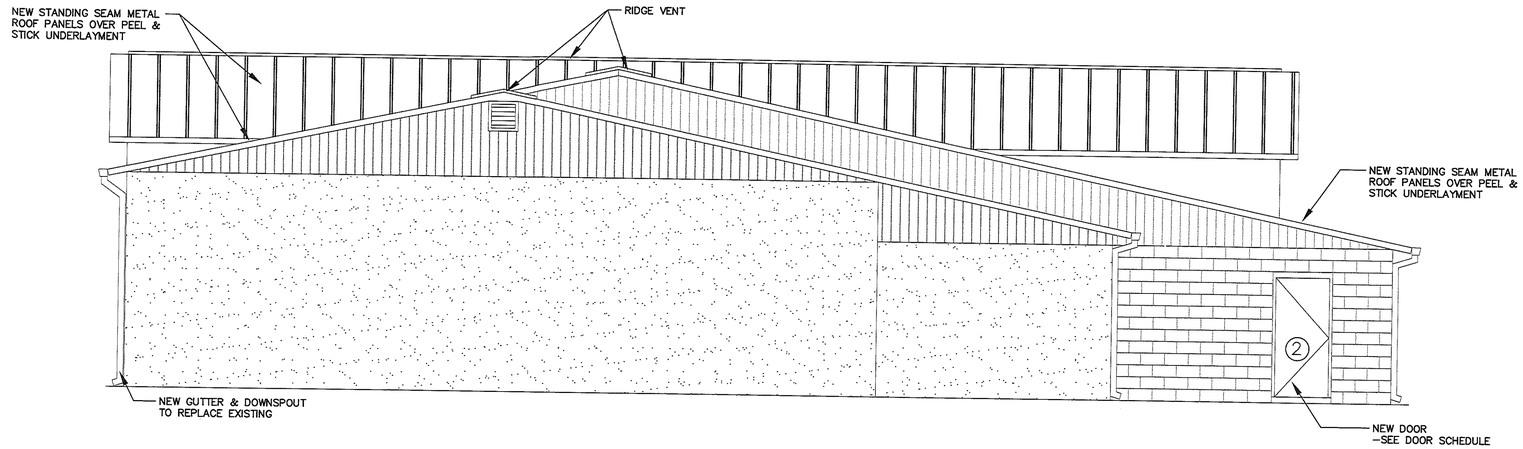
ELEVATIONS

9033 HIGHWAY 2301 FIRE STATION
WIND MITIGATION

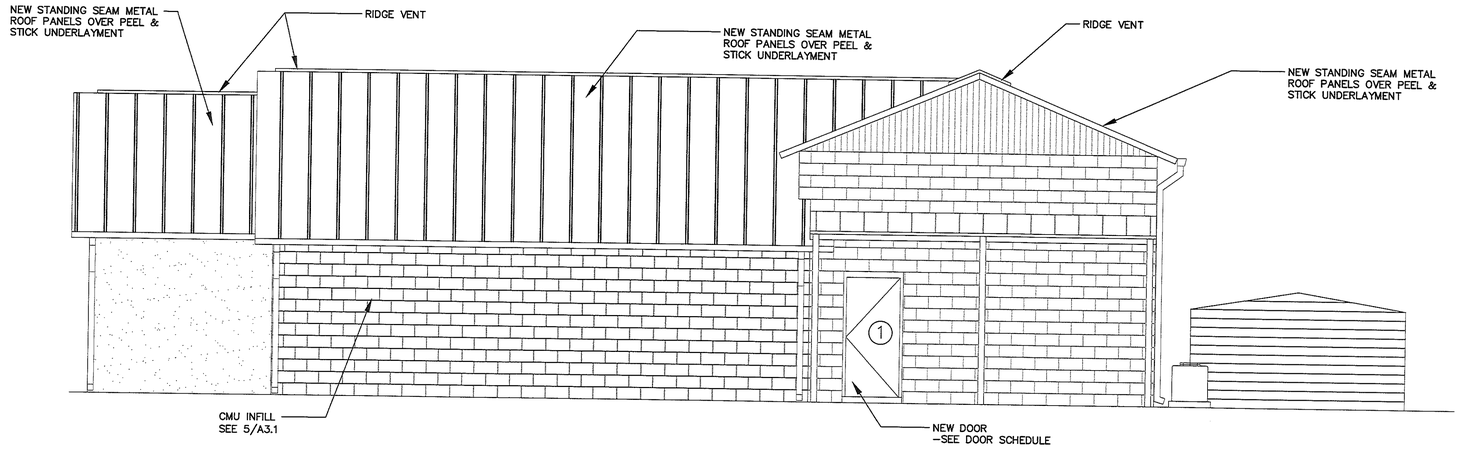
YOUNGSTOWN FLORIDA

FEMA REVIEW SET

SHEET NO. A2.1



1 / A2.2 **NORTH ELEVATION**
1/4" = 1'-0"



2 / A2.2 **WEST ELEVATION**
1/4" = 1'-0"

VBA DESIGN, INC.
ARCHITECTS AND PLANNERS
2424 JENKS AVENUE, SUITE B
PANAMA CITY, FLORIDA 32405
"DESIGNING A BETTER EXPERIENCE"
AA 26002533
PHONE: 850-769-3357
FAX: 850-763-0410

VBA DESIGN

Victor Williams 2/4/16

DATE	02/04/2016
DRAWN	DW
REVIEWED	VW

REVISIONS

NO.	DATE	DESC.

PROJECT # 1520

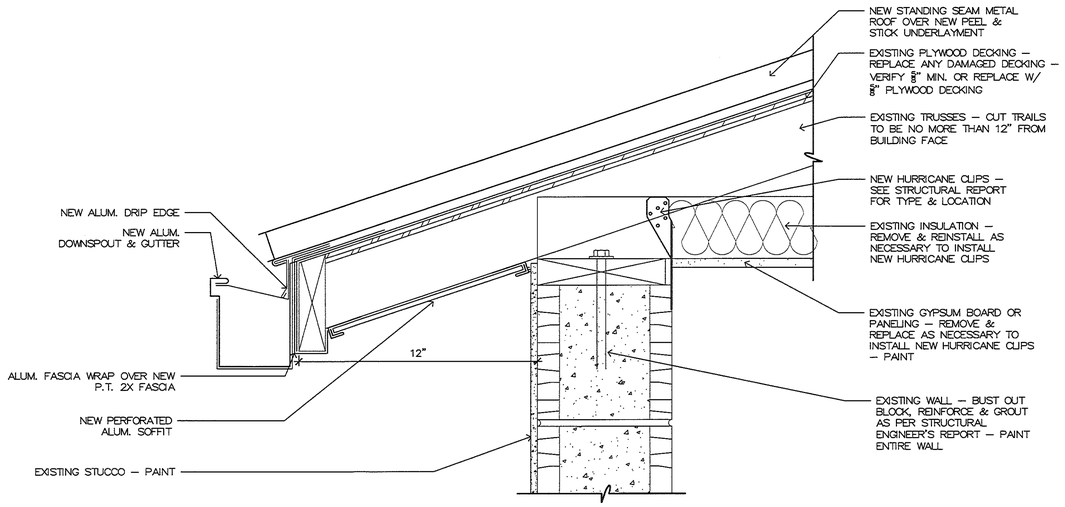
FEMA REVIEW SET

ELEVATIONS

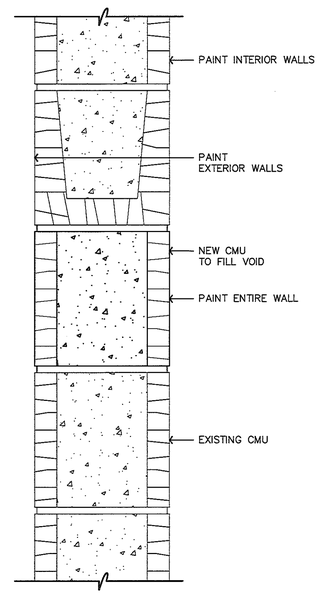
9033 HIGHWAY 2301 FIRE STATION
WIND MITIGATION

YOUNGSTOWN FLORIDA

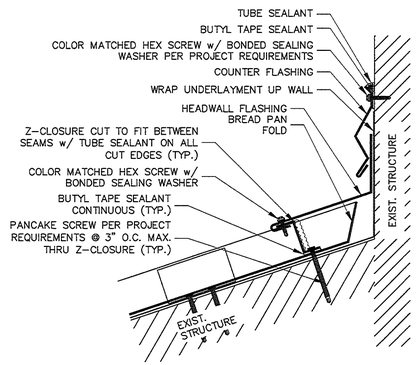
SHEET NO. A2.2

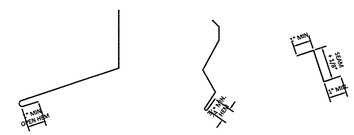


1 A3.1 SECTION
3" = 1'-0"

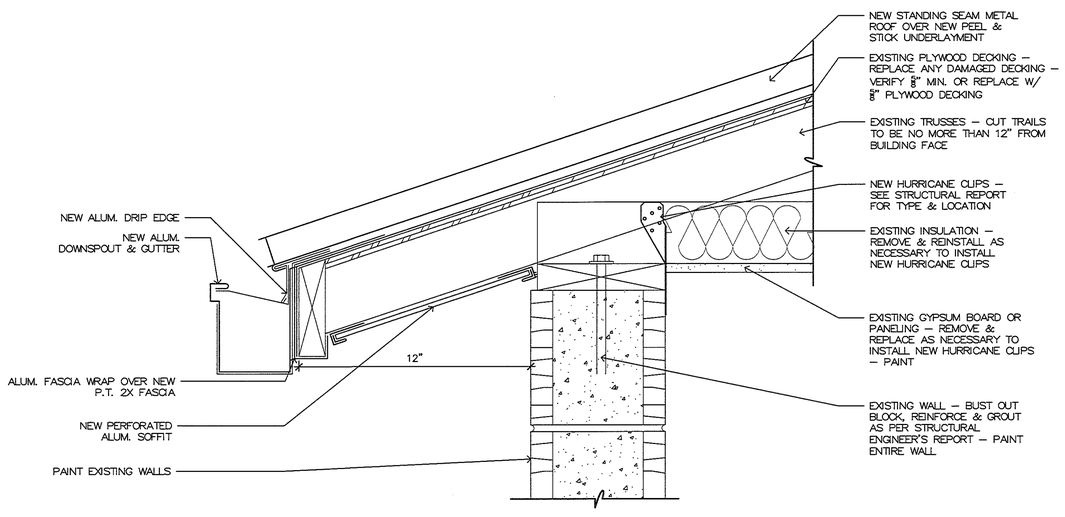


5 A3.1 SECTION
CMU INFILL
3" = 1'-0"

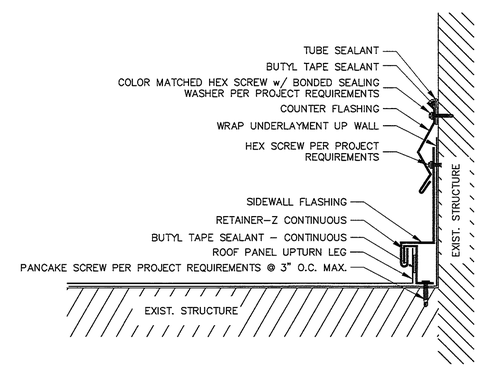


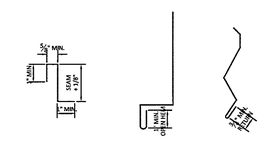


4 A3.1 FLASHING DETAIL
SLOPEWALL
3" = 1'-0"



2 A3.1 SECTION
3" = 1'-0"





3 A3.1 FLASHING DETAIL
SIDEWALL
3" = 1'-0"

VBA DESIGN, INC.
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2424 JENKS AVENUE, SUITE B
PANAMA CITY, FLORIDA 32405
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AA 26002533
PHONE: 850-769-3357
FAX: 850-763-0410

VBA DESIGN

2/4/16

DATE	02/04/2016	
DRAWN	DW	REVIEWED VW

REVISIONS

NO.	DATE	DESC.

PROJECT # 1520

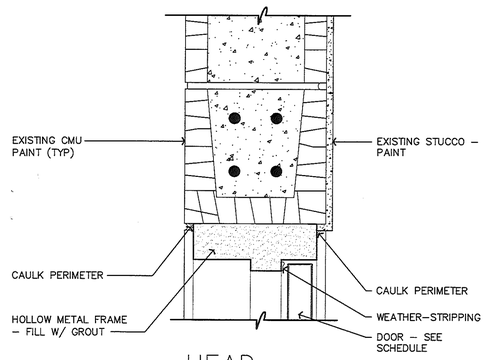
FEMA REVIEW SET

ARCHITECTURAL DETAILS

9033 HIGHWAY 2301 FIRE STATION
WIND MITIGATION

YOUNGSTOWN FLORIDA

SHEET NO. A3.1



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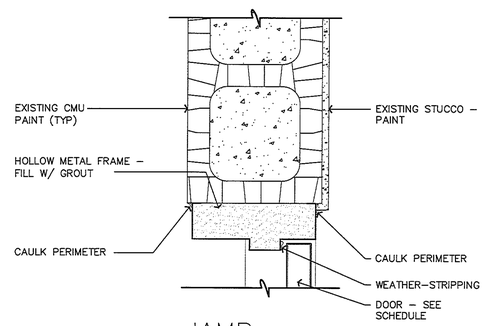
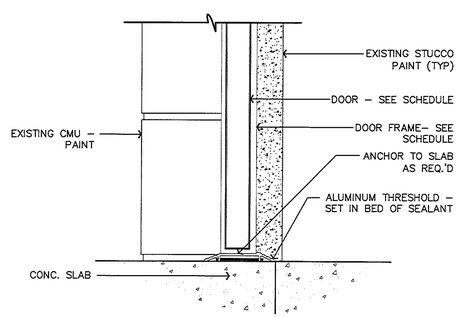
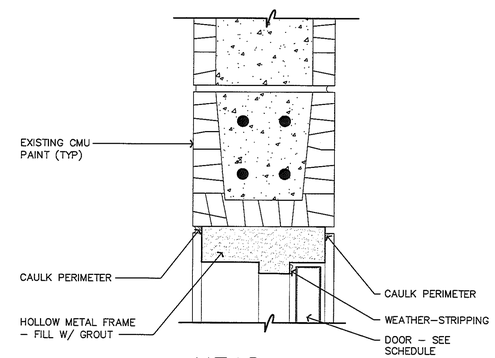


JAMB



SILL

1 / A3.2 DOOR DETAILS
CMU WALL
3" = 1'-0"



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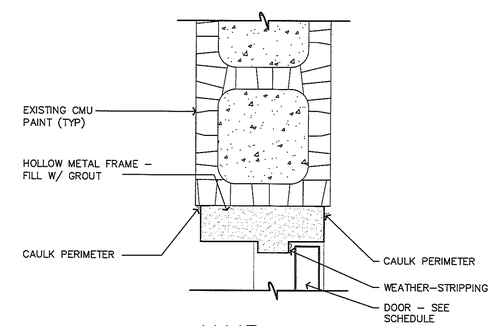

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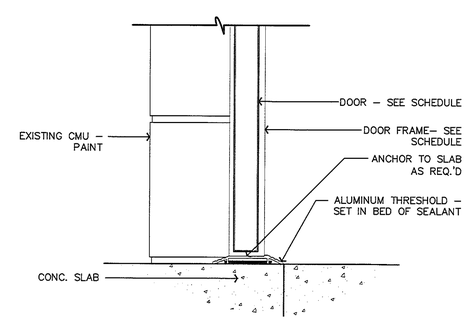


SILL

2 / A3.2 DOOR DETAILS
CMU WALL
3" = 1'-0"

VBA DESIGN, INC.
ARCHITECTS AND PLANNERS
2424 JENKS AVENUE, SUITE B
PANAMA CITY, FLORIDA 32405
"DESIGNING A BETTER EXPERIENCE"
AA 26002533
PHONE: 850-769-3357
FAX: 850-763-0410

Vaughn Williams 2/4/16

DATE	02/04/2016
DRAWN	DW
REVIEWED	VW

REVISIONS NO.	DATE	DESC.

PROJECT # 1520

DOOR & WINDOW DETAILS

9033 HIGHWAY 2301 FIRE STATION
WIND MITIGATION

YOUNGSTOWN FLORIDA

FEMA REVIEW SET

SHEET NO. A3.2

DOOR SCHEDULE

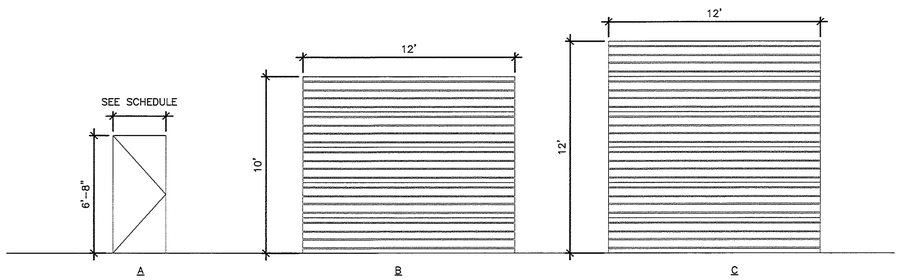
DOOR NO.	DOOR SIZE	DOOR ELEV	DOOR MAT'L	DOOR FINISH	FRAME MAT'L	FRAME ELEV	FRAME FINISH	SEE SHEET A3.2 HEAD	SEE SHEET A3.2 JAMB	SEE SHEET A3.2 SILL	REMARKS
1	3'-0" x 6'-8"	A	HM	PAINT	HM	1	PAINT	2	2	2	LMI; 1, 2, 3
2	3'-0" x 6'-8"	A	HM	PAINT	HM	1	PAINT	2	2	2	LMI; 1, 2, 3
3	3'-0" x 6'-8"	A	HM	PAINT	HM	1	PAINT	1	1	1	LMI; 1, 2, 3
4	12'-0" x 10'-0"	B	AL	MF	AL	2	MF	MF	MF	MF	LMI; 1, 2
5	12'-0" x 10'-0"	B	AL	MF	AL	2	MF	MF	MF	MF	LMI; 1, 2
6	12'-0" x 12'-0"	C	AL	MF	AL	2	MF	MF	MF	MF	LMI; 1, 2
7	3'-4" x 6'-8"	A	HM	PAINT	HM	1	PAINT	2	2	2	LMI; 1, 2, 3

LEGEND:

F.V.	FIELD VERIFY
LMI	LARGE MISSILE IMPACT
WD	WOOD
FG	FIBERGLASS
AL	ALUMINUM
MF	MANUFACTURER'S FINISH – SUBMIT STANDARD COLORS FOR SELECTION.
MANUF	MANUFACTURER'S STANDARD
SBO	SELECTED BY OWNER
SIM	SIMILAR

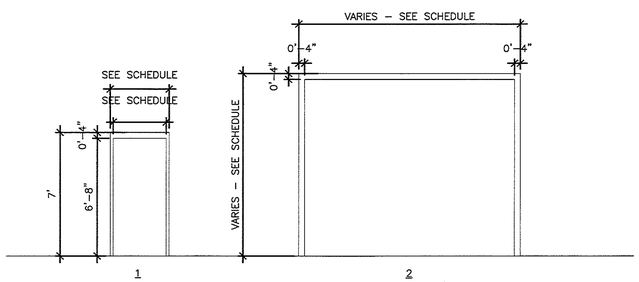
NOTES:

1. CONTRACTOR TO FIELD VERIFY EXISTING ROUGH OPENINGS PRIOR TO BIDDING AND ORDERING MATERIALS.
2. SEE PRESSURES IN STRUCTURAL ENGINEER'S REPORT.
3. PROVIDE & INSTALL SECURITY F.O.B AT EXTERIOR DOOR.



DOOR TYPES

SCALE: 1/4"=1'-0"



FRAME TYPES

SCALE: 1/4"=1'-0"

VBA DESIGN, INC.
ARCHITECTS AND PLANNERS
2424 JENKS AVENUE, SUITE B
PANAMA CITY, FLORIDA 32405
"DESIGNING A BETTER EXPERIENCE"
AA 26002533
PHONE: 850-769-3357
FAX: 850-763-0410

VBA DESIGN

Vaughn Williams 2/4/16

DATE 02/04/2016

DRAWN ET | REVIEWED VW

REVISIONS

NO.	DATE	DESC.

PROJECT # 1520

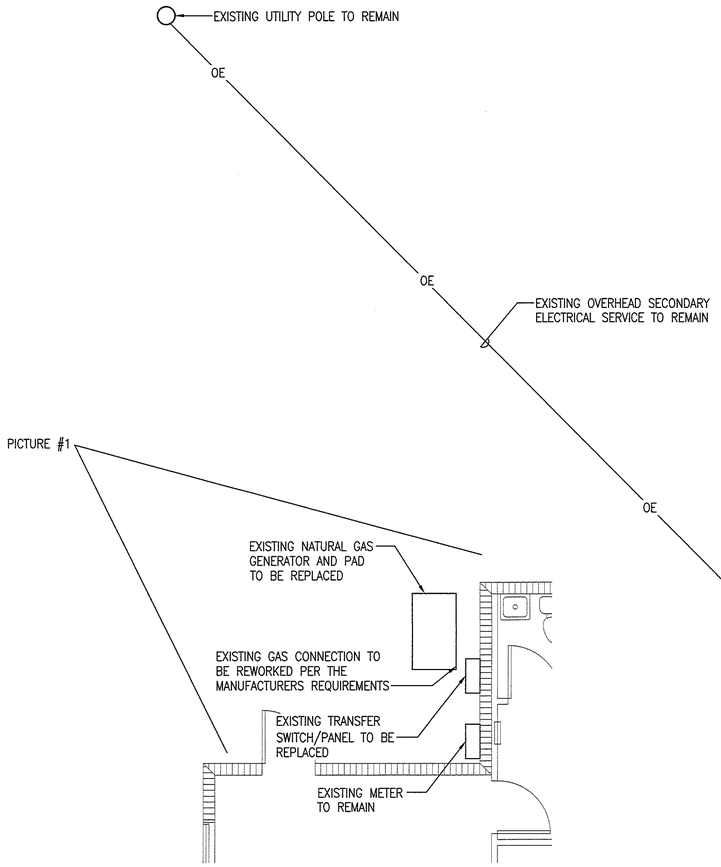
FEMA REVIEW SET

SCHEDULES

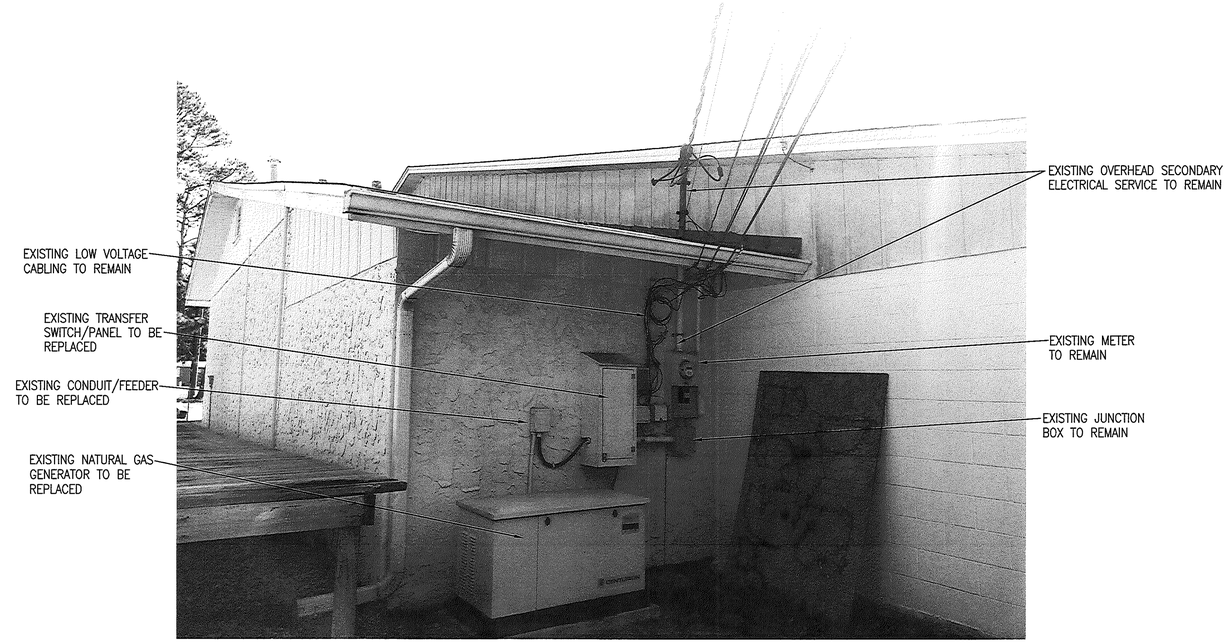
9033 HIGHWAY 2301 FIRE STATION
WIND MITIGATION

YOUNGSTOWN FLORIDA

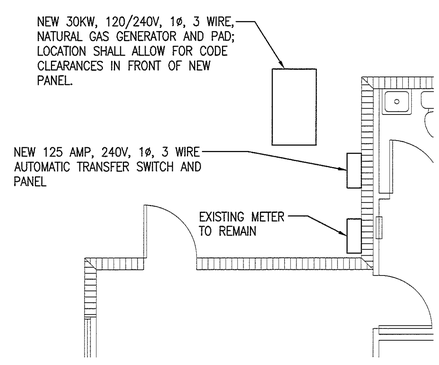
SHEET NO. A6.1



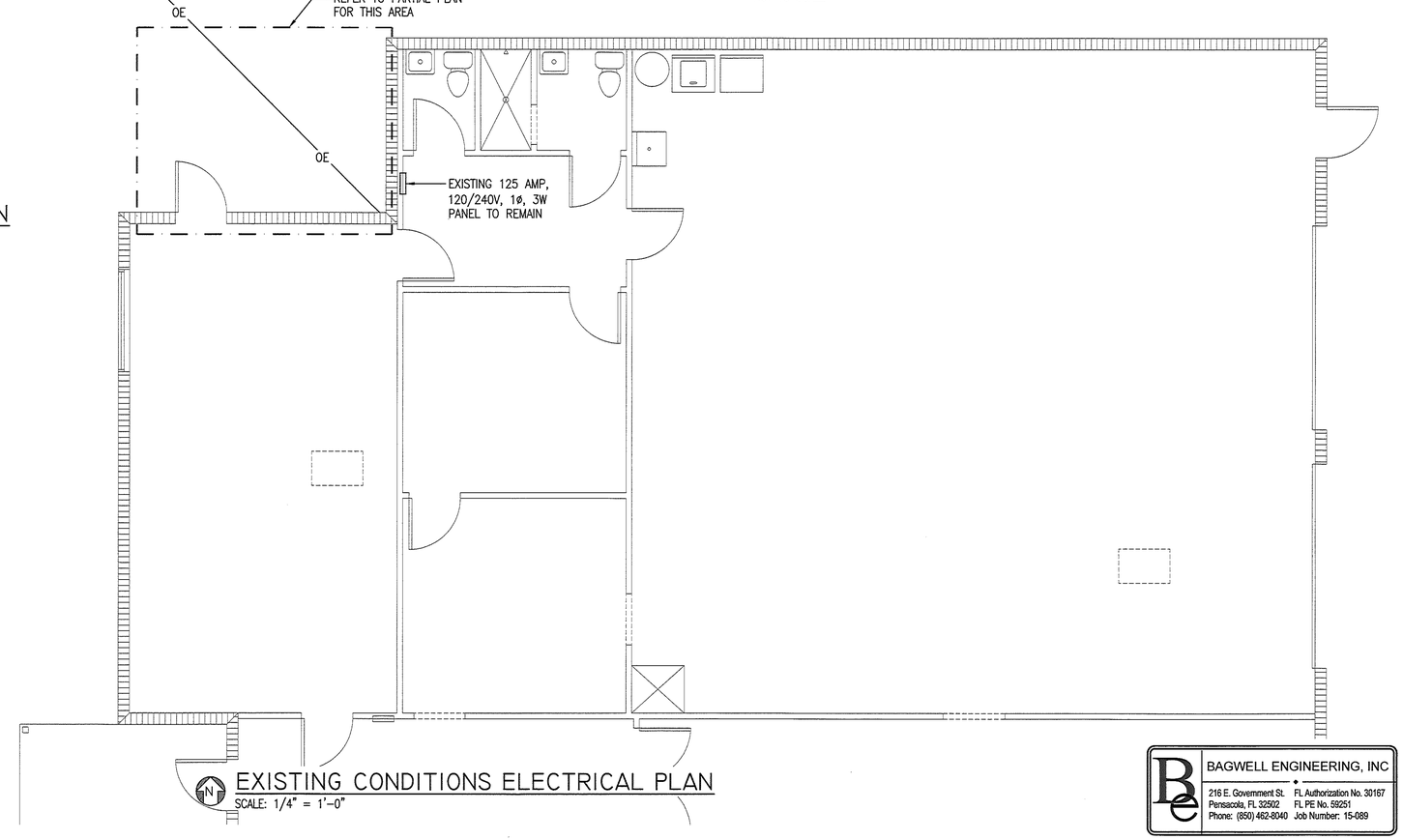
EXISTING CONDITIONS/DEMOLITION PARTIAL PLAN
SCALE: 1/4" = 1'-0"



PICTURE #1
NOT TO SCALE



NEW WORK PARTIAL PLAN
SCALE: 1/4" = 1'-0"



EXISTING CONDITIONS ELECTRICAL PLAN
SCALE: 1/4" = 1'-0"

BAGWELL ENGINEERING, INC
216 E. Government St. FL Authorization No. 30167
Pensacola, FL 32502 FL PE No. 59251
Phone: (850) 462-8040 Job Number: 15-089

VBA DESIGN, INC.
ARCHITECTS AND PLANNERS
2424 JENKS AVE, SUITE B
PANAMA CITY, FLORIDA 32405
"DESIGNING A BETTER EXPERIENCE"
AA 26002533
PHONE: 850 769 3357
FAX: 850 763 0410

DATE 12/2/15
DRAWN DB REVIEWED DB
REVISIONS
NO. DATE DESC.
PROJECT #

EXISTING/NEW WORK ELECTRICAL PLAN

HIGHWAY 2301 FIRE STATION WIND MITIGATION

PANAMA CITY FLORIDA

SHEET NO. E1

120/240 VOLT 1ø 3W
125 AMP MAIN LUG ONLY

CIRCUIT BREAKER PANEL SCHEDULE
TRANSFER SWITCH/PANEL 'EM'

SURFACE MOUNTED
NEMA 3R ENCLOSURE

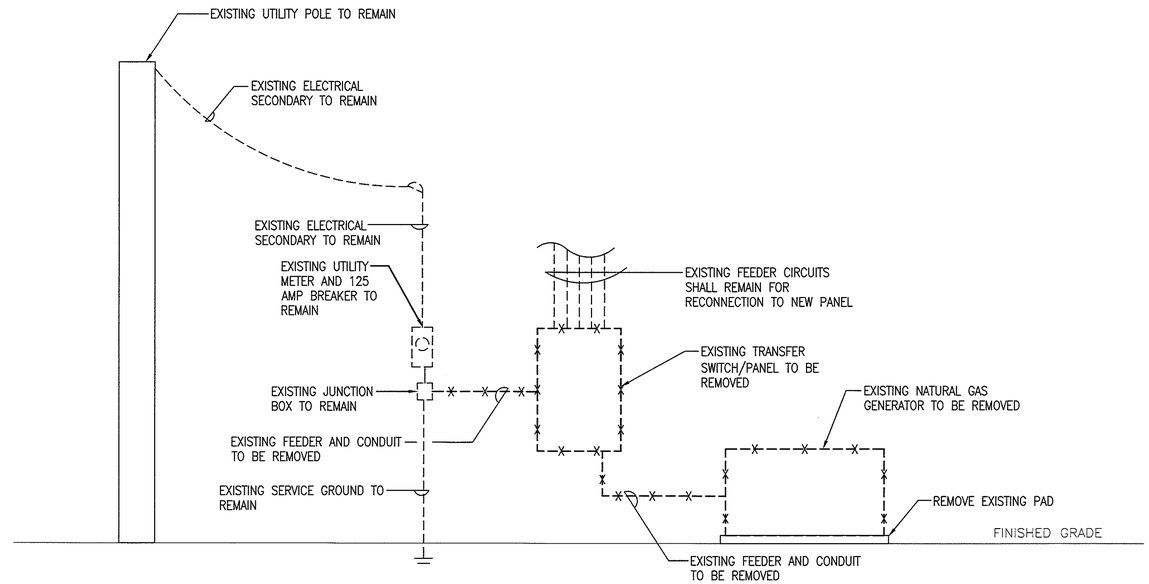
CKT	LOAD DESCRIPTION	BREAKER POLE	BREAKER AMP	BREAKER AMP	BREAKER POLE	LOAD DESCRIPTION	CKT
1	EXISTING CIRCUIT	2	60	30	2	EXISTING CIRCUIT	2
3	↑	↑	↑	↑	↑	↑	4
5	EXISTING CIRCUIT	2	60	30	2	EXISTING CIRCUIT	6
7	↑	↑	↑	↑	↑	↑	8
9	EXISTING CIRCUIT	2	60	20	1	SPARE	10
11	↑	↑	↑	20	1	SPARE	12
13	SPARE	1	20	15	1	EXISTING CIRCUIT	14
15	SPARE	1	20	20	1	EXISTING CIRCUIT	16
17	SPARE	1	20	20	1	SPARE	18

MINIMUM INTERRUPTING CAPACITY: 10,000 AMPS SYMMETRICAL

*NOTE THAT ALL BREAKERS SHOWN IN PANEL ARE BASED ON IN-FIELD OBSERVATIONS. TWO OF THE 60 AMP/ 2 POLE BREAKERS WERE NOT READABLE AND WILL NEED TO BE VERIFIED ONCE DEMOLISHED TO ENSURE THE NEW BREAKER SIZES MATCH. ADJUST BREAKER SIZES IF REQUIRED. PROVIDE UPDATED SCHEDULE IN NEW PANEL TO ENSURE CIRCUITS SHOWN ARE ACCURATE.
** PANEL SHALL BE A MINIMUM OF 18 SPACES.

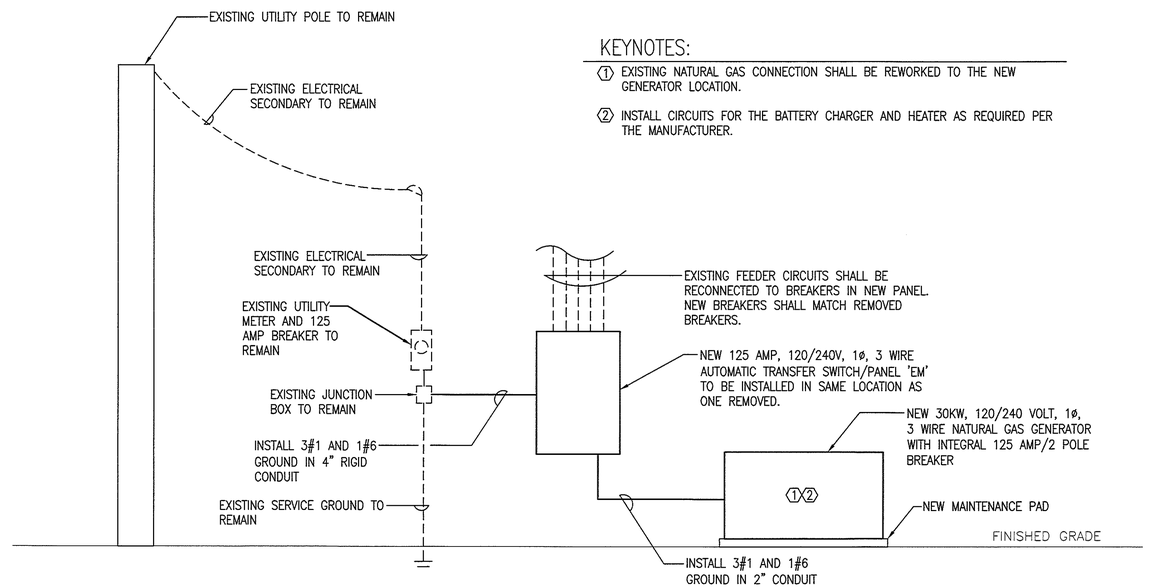
ELECTRICAL GENERAL NOTES

1. INFORMATION SHOWN ON ONE SHEET IN THE CONSTRUCTION SET AND NOT SHOWN ON AN ASSOCIATED SHEET SHALL NOT ALLOW THE INFORMATION TO BE OMITTED FROM THE PROJECT. A RFI SHALL BE SUBMITTED FOR CLARIFICATION IF THERE ARE ANY DISCREPANCIES. COORDINATING WITH THE ENTIRE SET OF CONSTRUCTION DRAWINGS IS REQUIRED FOR A COMPLETE INSTALLATION.
2. ALL PANELBOARDS, BACKBOARDS, TERMINAL CABINETS, DISCONNECTS, ETC SHALL HAVE CUSTOM ENGRAVED MICARTA NAMEPLATE MECHANICALLY AFFIXED IDENTIFYING SYSTEM.
3. GENERAL CONTRACTOR SHALL FIELD-VERIFY ALL EXISTING CONDITIONS PRIOR TO BEGINNING ANY WORK, AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES. FAILURE TO DO SO INDICATES THAT THE CONTRACTOR ACCEPTS THE CONDITIONS AS THEY EXIST, AND SHALL PERFORM THE WORK REQUIRED AS SHOWN AND SPECIFIED.
4. COORDINATE ALL WORK WITH OTHER TRADES PRIOR TO INSTALLATION. REFER TO PROJECT DRAWINGS FOR ALL EQUIPMENT SIZES AND LOCATIONS WHICH IS FURNISHED BY OTHERS AND CONNECTED TO ELECTRICAL. OBTAIN AND REVIEW OTHER DISCIPLINE EQUIPMENT SUBMITTALS PRIOR TO SUBMITTING THE ELECTRICAL SUBMITTALS. ANY ELECTRICAL EQUIPMENT, CONDUIT, AND WIRE SIZE CHANGES RESULTING FROM THIS REVIEW SHALL ALSO BE SUBMITTED FOR APPROVAL. THE CONTRACTOR SHALL MAKE ALL EFFORTS TO COORDINATE EQUIPMENT ELECTRICAL REQUIREMENTS PRIOR TO INSTALLING ANY DEVICES, WIRE, OR CONDUIT. THE MANUFACTURERS RECOMMENDED INSTALLATION REQUIREMENTS SHALL SUPERCEDE THE INFORMATION SHOWN ON THE DRAWINGS SO AS TO MAINTAIN THE EQUIPMENT WARRANTIES.
5. FURNISH ALL EQUIPMENT AND LABOR, PERFORM ALL LABOR WITH SUPERVISION, BEAR ALL EXPENSES, AS NECESSARY FOR THE SATISFACTORY COMPLETION OF ALL WORK READY FOR OPERATION.
6. COMPLY WITH ALL LOCAL CODE, LAWS, AND ORDINANCES APPLICABLE TO ELECTRICAL WORK, THE STATE BUILDING CODE AND THE NATIONAL ELECTRIC CODE. OBTAIN ALL PERMITS REQUIRED BY LOCAL ORDINANCES.
7. OBTAIN ARCHITECTS APPROVAL OF ALL EQUIPMENT AND DEVICES PRIOR TO PURCHASING.
8. THE GENERAL CONTRACTOR SHALL NOTIFY THE ARCHITECT IMMEDIATELY OF ANY CONFLICTS/DISCREPANCIES BETWEEN DISCIPLINES BEFORE ORDERING EQUIPMENT/MATERIALS.
9. ELECTRICAL CONTRACTOR SHALL PAINT AND LABEL ALL JUNCTION BOXES TO IDENTIFY PANEL AND CIRCUIT
10. ALL CONDUCTORS INDICATED ON PLAN SHALL BE COPPER.
11. PROVIDE A TYPED PANELBOARD DIRECTORY FOR ALL ELECTRICAL PANELS IN THIS CONTRACT.
12. EQUIPMENT UNDER OTHER SECTIONS – THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE OTHER DISCIPLINES PRIOR TO BIDDING. ALL PUMPS, CONTROLS, EQUIPMENT, SHALL BE COORDINATED FOR CONDUIT, WIRING, AND CIRCUITING. THE ELECTRICAL DRAWINGS ARE ONLY ONE AREA IN THE TOTAL SET OF DOCUMENTS WHERE EQUIPMENT IS MENTIONED. THE ELECTRICAL CONTRACTOR IS RESPONSIBLE FOR LOOKING THROUGH THE ENTIRE SET OF DRAWINGS AND COORDINATING. ANY DISCREPANCIES SHALL BE SUBMITTED TO ARCHITECT/ENGINEER PRIOR TO BID.
13. THE CONTRACTOR SHALL FIRESTOP ALL PENETRATIONS OF FLOORS, WALLS, AND CEILINGS WHERE THE PENETRATION IS RATED. FIRESTOP SHALL HAVE A MINIMUM RATING OF THE ADJACENT RATED SURFACE. ALL FIRESTOP SHALL BE INSTALLED ACCORDING TO THE MANUFACTURERS RECOMMENDATIONS ALL PENETRATIONS SHALL BE MADE IN A NEAT LIKE MANNER AND SHALL BE FINISHED TO MATCH THE CONSTRUCTION OF THE ADJACENT SURFACE.



DEMOLITION POWER RISER DIAGRAM

NOT TO SCALE



KEYNOTES:

1. EXISTING NATURAL GAS CONNECTION SHALL BE REWORKED TO THE NEW GENERATOR LOCATION.
2. INSTALL CIRCUITS FOR THE BATTERY CHARGER AND HEATER AS REQUIRED PER THE MANUFACTURER.

NEW WORK POWER RISER DIAGRAM

NOT TO SCALE

BAGWELL ENGINEERING, INC
216 E. Government St. Pensacola, FL 32502 Phone: (850) 462-8040
FL Authorization No. 30167 FL PE No. 59251 Job Number: 15-089

VBA DESIGN, INC.
ARCHITECTS AND PLANNERS
2424 JENKS AVE, SUITE B
PANAMA CITY, FLORIDA 32405
"DESIGNING A BETTER EXPERIENCE"
AA 26002533
PHONE: 850 769 3357
FAX: 850 763 0410

DATE 12/2/15
DRAWN DB
REVIEWED DB

REVISIONS NO.	DATE	DESC.

PROJECT #

DEMOLITION AND NEW WORK RISERS/PANEL SCHEDULE

HIGHWAY 2301 FIRE STATION
WIND MITIGATION

PANAMA CITY FLORIDA

SHEET NO. E2

EXHIBIT 3
FEMA HAZARD MITIGATION GRANT PROGRAM
17HM-9J-01-13-01-315

Bayou G. F.S. Grant T-Ext

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

RICK SCOTT
Governor

BRYAN W. KOON
Director

December 14, 2016

Mr. Sid Busick
Emergency Services Specialist
Bay County BOCC
700 Highway 2300
Panama City, Florida 32409

RECEIVED 12-3-16

Re: FEMA Project Number 4138-15-A, Bay County BOCC Wind Retrofit Project

Dear Mr. Busick:

Enclosed is the executed Hazard Mitigation Grant Program (HMGP) contract (DEM No. 17HM-9J-01-13-01-315) between Bay County Board of County Commissioners and the Division of Emergency Management. Upon completion of the work identified in the contract, a Request for Reimbursement form (Attachment D) should be completed and submitted to the Division for processing in accordance with Paragraphs (17) and (18) of the Agreement. Additional assistance is available regarding your Project on the Florida Division of Emergency Management Website: **http://www.floridadisaster.org/Mitigation/Hazard/index.htm**. Please reference the heading: "Grant Management Tools Listed Below" which contains sample documents that will provide guidance for completing requests for reimbursement, reporting requirements and supporting documents containing important points, and subgrantee close-out checklists.

Please forward all Requests for Reimbursement (Attachment D) to the Division of Emergency Management at the following address:

Velma Noel, Project Manager
Florida Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631

If you have any specific questions regarding the contract or the Request for Reimbursement form, please contact Velma Noel at (407) 888-3730.

Respectfully,

Miles E. Anderson,
Bureau Chief, Mitigation
State Hazard Mitigation Officer

MEA:vsa
Enclosure

Agreement Number: 17HM-9J-01-13-01-315

Project Number: 4138-15-A

FEDERALLY–FUNDED SUBGRANT AGREEMENT

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division") and Bay County Board of County Commissioners, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein: and

B. The Division has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions below; and

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Recipient agree to the following:

(1) SCOPE OF WORK

The Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS, AND POLICIES

The Recipient and the Division shall be governed by applicable State and Federal laws, rules and regulations, including those identified in Attachment B.

(3) PERIOD OF AGREEMENT

This Agreement shall begin upon execution by both parties, and shall end October 31, 2017, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATIONS OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) As applicable, Recipient's performance under this Agreement shall be subject to the Federal OMB Circular No. A-102, "Common Rule: Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (53 Federal Register 8034) or OMB Circular No. A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and Other Non-Profit Organizations," and either OMB Circular No. A-87, "Cost

Principles for State, Local and Indian Tribal Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," or OMB Circular No. A-122, "Cost Principles for Non-Profit Organizations."

(b) The Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, and the compliance of all sub-contractors and consultants paid from funds under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Division or its designee, the State Chief Financial Officer or the State Auditor General access to the records upon request. The Recipient shall ensure that audit working papers are available to them upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Division. The five-year period may be extended for the following exceptions:

1. If any litigation, claim or audit is started before the five-year period expires, and extends beyond the five-year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired shall be retained for five years after final disposition.

3. Records relating to real property acquired shall be retained for five years after the closing of the transfer of title.

(c) The Recipient shall maintain all records for the Recipient and for all subcontractors of consultants to be paid from funds provided under this Agreement, including documentation of all program costs in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work – Attachment A – and all other applicable laws and regulations.

(d) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this agreement, shall allow access to its records at reasonable times to the Division, its employees, and agents. "Reasonable" shall ordinarily mean during normal business hours of 8:00 a.m. to 5:00 pm., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Division.

(6) <u>AUDIT REQUIREMENTS</u>

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at reasonable times for inspection, review, or audit by state personnel and other personnel authorized by the Division. "Reasonable" shall ordinarily mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall provide the Division with records, reports and financial statements upon request for the purpose of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised, and in the event that the Recipient expends $500,000 or more in Federal awards in its fiscal year, the Recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Agreement shows

the Federal resources awarded through the Division by this Agreement. In determining the Federal awards expended in its fiscal year, the Recipient shall consider all sources of Federal awards, including Federal resources received from the Division. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Recipient conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this paragraph.

In connection with the audit requirements addressed in this Paragraph (6)(d) above, the Recipient shall fulfill the requirements for auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

If the Recipient expends less than $500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Recipient expends less than $500,000 in Federal awards in its fiscal year and chooses to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal funds.

(e) Send copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by subparagraph (d) above, when required by Section .320(d) OMB Circular A-133, as revised, by or on behalf of the Recipient to:
The Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

Send the Single audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at

http://harvester.census.gov/fac/collect/ddeindex.html

And to any other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f) OMB Circular A-133, as revised.

(f) Pursuant to Section .320(f), OMB Circular A-133, as revised, the Recipient shall send a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letter issued by the auditor to the Division at the following address:

Division of Emergency Management
Office of Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

(g) By the date due, send any reports, management letter, or other information required to be submitted to the Division pursuant to this Agreement in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General, as applicable.

(h) Recipients should state the date that the reporting package was delivered to the Recipient when submitting financial reporting packages to the Division for audits done in accordance with

OMB Circular A-133 or Chapters 10.550 (local government entities) or 10.650 (non-profit and for-profit organizations), Rules of the Auditor General.

(i) If the audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Recipient of such non-compliance.

(j) The Recipient shall have all audits completed by an independent certified public Accountant (IPA), either a certified public accountant or a public accountant licensed under Chapter 473, Florida Statutes. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Recipient's fiscal year.

(7) REPORTS

(a) The Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Recipient and all sub-recipients and subcontractors in completing the work described in the Scope of Work and the expenditures of funds under this Agreement, in addition to any other information requested by the Division.

(b) Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates of each quarter of the program year are March 31, June 30, September 30, and December 31.

(c) The close-out report is due 60 days after termination of this Agreement or 60 days after completion of the activities contained in this Agreement, whichever first occurs.

(d) If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (11) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

(e) The Recipient shall provide additional program updates or information that may be required by the Division.

(f) The Recipient shall provide additional reports and information identified in Attachment D.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with Paragraph (6) above, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Recipient agrees to comply and cooperate with any monitoring procedures/

processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Division to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Florida Statutes; the Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement, and shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

(b) Any Recipient which is a state agency or subdivision, as defined in Section 768.28, Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts of omissions to the extent set forth in Section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall, if the Division elects, terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (11). However, the Division may make payments or partial payments after any Events of Default without waving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement of any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

(b) If material adverse changes occur in the financial condition of the Recipient at any time during the term of this Agreement and the Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

(c) If any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(11) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty calendar days' written notice to the Recipient and upon the Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty days' prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in Paragraph (13) herein;

(b) Begin an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Require that the Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds;

(e) Exercise any corrective or remedial actions, to include but not limited to:

1. Request additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. Advise the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question, or

4. Require the Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible.

(f) Exercise any other rights or remedies which may be available under law;

(g) Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Recipient.

(12) TERMINATION

(a) The Division may terminate this Agreement for cause after thirty days' written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statute, as amended.

(b) The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Recipient with thirty calendar days' prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the termination portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Recipient. The Division may, to the extent authorized by law, withhold payments to the Recipient for the purpose of set-off until the exact amount of damages due to the Division from the Recipient is determined.

(13) NOTICE AND CONTACT

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative named below, at the address below, and this notification attached to the original of this Agreement.

(b) The name and address of the Division Community Program Manager for this Agreement is:

Ms. Kathleen Marshall
Bureau of Mitigation
Division of Emergency Management
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399
Telephone: (850) 922-5944
Fax: (850) 922-1259
Email: kathleen.marshall@em.myflorida.com

(c) The name and address of the Division contract manager for this Agreement is:

Ms. Velma Noel, Project Manager
Bureau of Mitigation
Division of Emergency Management
2702 Directors Row
Orlando, Florida 32809-5631
Telephone: (407) 888-3730
Email: velma.noel@em.myflorida.com

(d) The name and address of the Representatives of the Recipient responsible for the administration of this Agreement is:

Mr. Sid Busick
Emergency Service Specialist
700 Highway 2300
Panama City, Florida 32409
Telephone: (850) 248-6040
Fax: (850) 248-6059
Email: sbusick@baycountyfl.gov

(e) In the Event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided as outlined in (13) (a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Division for review and approval before it is executed by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontract is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the division and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. The Recipient shall document in the quarterly report the subcontractor's progress in performing its work under this Agreement.

For each subcontract, the Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in Section 288.703, Florida Statutes.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 – Funding Sources

Attachment A – Budget and Scope of Work

Attachment B – Program Statutes and Regulations

Attachment C – Statement of Assurances

Attachment D – Request for Advance or Reimbursement

Attachment E – Justification of Advance

Attachment F – Quarterly Report Form

Attachment G – Warranties and Representations

Attachment H – Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Attachment I – Federal Funding Accountability and Transparency Act Instruction and Worksheet

(17) FUNDING/CONSIDERATION

(a) This is a cost-reimbursement Agreement. The Recipient shall be reimbursed for costs incurred in the satisfactory performance of work hereunder in an amount not to exceed **$233,417.00**, subject to the availability of funds.

(b) Any advance payment under this Agreement is subject to Section 216.181 (16), Florida Statutes, and is contingent upon the Recipient's acceptance of the rights of the Division under Paragraph (12) (b) of this Agreement. The amount which may be advanced may not exceed the expected cash needs of the Recipient within the first three (3) months of the contract term. For a federally funded contract, and advance payment is also subject to federal OMB Circulars A-87, A-110, A-122 and the Cash Management Improvement Act of 1990. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in the Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advance payment.

(c) After the initial advance, if any, payment shall be made on a reimbursement basis as needed. The Recipient agrees to expend funds in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(d) Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. Invoices shall be accompanied by a statement signed and dated by an authorized representative of the Recipient certifying that "all disbursements made in accordance with conditions of the Division agreement and payment is due and has not been previously requested for these amounts." The supporting documentation must comply with the documentation requirements of applicable OMB Circular Cost Principles. The final invoices shall be submitted within sixty (60) days after the expiration date of the Agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division contract manager as part of the Recipient's quarterly reporting as referenced in Paragraph (7) of this Agreement.

If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (19) (h) of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Recipient shall submit its closeout report within thirty days of receiving notice from the Division.

(18) REPAYMENTS

All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management" and mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(19) MANDATED CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials is incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty days' written notice to the Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

(d) This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 United States Code (U.S.C.), Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

(f) Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of $25,000 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) Any Recipient which is not a local government of state agency, and which receives funds under this Agreement from the federal government, 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 covered transactions by a federal department or agency;

2. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statute or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (19) (g)2 of this certification; and

4. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

If the Recipient is unable to certify to any of the statements in this certification, then the Recipient shall attach an explanation to this Agreement.

In addition, the Recipient shall send to the Division (by email or by facsimile transmission) the completed "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Attachment H) for each intended subcontractor which Recipient plans to fund under this Agreement. The form must be received by the Division before the Recipient enters into a contract with any subcontractor.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Florida Statutes or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.

(j) Any bills for travel expenses shall be submitted in accordance with Section 112.061, Florida Statutes.

(k) The Division reserves the right to unilaterally cancel this Agreement if the Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statues, which the Recipient created or received under this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment

provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA)]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A (e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A (e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All of these meetings shall be publicly noticed, open to the public, and the minutes of all meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

(o) All unmanufactured and manufactured articles, material and supplies which are acquired for public use under this Agreement must have been produced in the United States as required under 41 U.S.C. 10a, unless it would not be in the public interest or unreasonable in cost.

(20) LOBBYING PROHIBITION

(a) No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(b) The Recipient certifies, by its signature to this Agreement, 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 Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and 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 Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbing Activities."

3. The Recipient shall require that this certification be included in the award documents for all sub-awards (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose.

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.C. 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.

(21) COPYRIGHT, PATENT AND TRADEMARK

ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.

(a) If the Recipient has a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Recipient to the State of Florida.

(c) Within thirty days of execution of this Agreement, the Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under subparagraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(22) LEGAL AUTHORIZATION

The Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Recipient also certifies that the undersigned person has the authority to legally execute and bind Recipient to the terms of this Agreement.

(23) ASSURANCES

The Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

RECIPIENT: BAY COUNTY BOARD OF COUNTY COMMISSIONERS

By: William T. Dozier

Name and Title: William T. Dozier, Chairman

Date: November 23, 2016

FEID#: 59-6000-512

BOARD OF COUNTY COMMISSIONERS
SEAL
BAY COUNTY, FLORIDA

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: Miles E. Anderson, for

Name and Title: Bryan W. Koon, Director

Date: 12/14/2016

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE RECIPIENT UNDER THIS AGREEMENT:

Federal Program: *Federal Emergency Management Agency: Hazard Mitigation Grant*
Catalog of Federal Domestic Assistance Number: *97.039*
Amount of Federal Funding: $233,417.00

THE FOLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- **OMB Circular A-110 Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations**
- **OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments**
- **OMB Circular A-87 Cost Principles for State and Local Governments**
- **OMB Circular A-21 Cost Principles for Educational Institutions**
- **OMB Circular A-133 Audits of State, Local Governments, and Non Profit Organizations**

Commonly Applicable Statutes and Regulations

- **The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities**
- **Sections 1361(A) of the National Flood Insurance Act of 1968 (NFIA, or "the Act"), 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994 (NFIRA), Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264**
- **Title 44 of the Code of Federal Regulations (CFR)**
- **44 CFR Part 80 Property Acquisition and Relocation of Open Space**
- **44 CFR Part 10 Environmental Considerations**
- **44 CFR Part 13 Uniform Administrative Requirements for Grants and cooperative Agreements to State and Local Governments**
- **31 CFR Part 205 Rules and Procedures for Funds Transfers**

Federal Program:
List applicable compliance requirements as follows:

1. **Recipient is to use funding to perform the following eligible activities:**
   - **Retrofitting of existing buildings and facilities**
2. **Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.**

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the Recipient.

Attachment A

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work (SOW) is to protect the facility in Youngstown, Bay County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4138-15-A**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Recipient, Bay County Board of County Commissioners, agrees to administer and complete the project per scope of work as submitted by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Recipient proposes to provide protection for the facility, located at 9033 Highway 2301, Youngstown, Florida, 32466 from hurricane winds and wind borne debris.

The proposed Scope of Work is based, in part, on the results of a detailed structural analysis of the facility and the protection shall be accomplished by:

1. Replacing the existing asphalt shingle roof with a standing seam metal roof system, to include roof sheathing as necessary.

2. Strengthen the existing unreinforced CMU wall in the high bay section of the building by installing the necessary reinforcement and grout that will make it capable of meeting the requirements of current construction codes. Once complete, there should be a continuous load path connecting the roof to the foundation.

3. Replace all doors including bay doors with large missile impact resistant doors capable of meeting the wind load requirements of the area.

4. Attach additional hurricane ties to each truss end making them capable of meeting the wind load requirements of the area.

5. Modify the eaves of the building to project no more than 12" away from the face of the wall.
6. The purchase and installation of an emergency generator system.

If deemed necessary, wind protection will be provided on any other opening such as vents, louvers and exhaust fans. All installations will be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials will be certified to meet wind and impact standards. The local municipal or county building department will inspect and certify installation according to the manufacture specifications.

TASKS & DELIVERABLES:

A. Tasks

1) The Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the scope of work as approved by the Division and FEMA. The Recipient shall select the qualified, licensed Florida contractor in accordance with the Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

   The Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and for performing all work per sealed engineering designs and construction plans presented to the Division by the Recipient and subsequently approved by the Division and FEMA.

   The Recipient and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all work staging areas in a neat and presentable condition.

   The Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed.

   The Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

   The Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

   Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Recipient.

   The Recipient shall provide copies of professional licenses for contractors selected to perform services. The Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by selected contractor.

2) The Recipient shall monitor and manage the procurement and installation of all opening protection products in accordance with the HMGP application and associated documentation as presented to the Division by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

   The project shall protect the building from windblown debris resulting from high wind storms which shall allow the function of the structures to continue following a severe wind event.

   The Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Recipient shall not deviate from the approved project terms and conditions.

   Upon completion of the work, the Recipient shall schedule and participate in a final inspection of the completed project by the local municipal or county building department (official), or other approving official, as applicable. The official shall inspect and certify that all installation was in accordance with the manufacturer's specifications. Any deficiencies found during this final inspection shall be corrected by the Recipient prior to Recipient's submittal of the final inspection request to the Division.

   Upon completion of Task 2, the Recipient shall submit the following documents with sufficient supporting documentation, and provide a summary of all contract scope of work and scope of work changes, if any. Additional documentation shall include:

a. Copy of permit(s), notice of commencement.

b. Local Building Official Inspection Report and Final Approval.

c. All Product Specifications / Data Sheet(s) (technical standards) satisfying protection requirements on all products utilized.

d. Signed and Sealed As-built project plans (drawings) by the Professional of Record, two hard copies and electronic version (via email or CD); and

e. Letter of Completion:
   1. Affirming that the project was completed in conformance with the approved project drawings, specifications and scope; and
   2. Certifying Compliance with all applicable codes;

f. A copy of electrical designs, specifications and/or drawings elaborated to complete the scope.

g. Letter from the local Floodplain Administrator verifying that the project is compliant with all local floodplain laws and ordinances.

h. Proof of compliance with Project Requirements and Conditions contained herein.

3) During the course of this Agreement the Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Recipient shall submit an Affidavit signed by the Recipient's project personnel with each reimbursement request, attesting to the completion of the work, disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Recipient shall maintain accurate time records. The Recipient shall ensure invoices are accurate and any contracted services were rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to: cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

Construction Expense: The Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Project Management Expenses: The recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third party in-kind services, if applicable, shall be conducted by the Division in coordination with the Recipient. Quarterly Reports shall be submitted by the Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Recipient shall submit to the Division requests for reimbursement of actual construction and managerial costs related to the project as identified in the project application, and plans. The requests for reimbursement shall include:

1. Contractor, subcontractor, and/or vendor invoices which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name of service provider and any other pertinent information;
2. Proof of payment from the Recipient to the contractor, subcontractor, and/or vendor for invoiced services;
3. Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount;

The Recipient's final request for reimbursement shall include the final construction project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B. Deliverables

Mitigation activities consist of providing protection for the facility, located at 9033 Highway 2301, Youngstown, Florida, 32466, from hurricane winds and wind borne debris. Also the Recipient shall purchase and install an emergency generator system.

All installations shall be in strict compliance with the Florida Building Code or Miami Dade Specifications and all materials will be certified to meet wind and impact standards.

Protection shall be provided on all exterior openings, such as skylights, vents, louvers and exhaust fans on building.

Provided the Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C. Engineering

1) The Recipient shall submit to the Division an official letter stating that the project is 100% complete and ready for the Division's Final Inspection of the project.
2) The Recipient shall provide a copy of the Notice of Commencement, and any local official Inspection Report and/or Final approval; as applicable.
3) The Recipient shall submit all Product Specifications / Data Sheet(s) (technical standards) satisfying protect requirements on all products utilized.
4) The Recipient shall submit a signed and sealed final copy of the completed project's As-built drawings and all necessary supporting documentation, and provide a summary of all contract scope of work changes, if any.
5) The Recipient shall submit a certified letter of completion from Engineer of Record. The recipient's Engineer of Record shall provide a formal certificate or letter affirming that the project has been completed in conformance with the approved project drawings, specifications, scope, and applicable codes.
6) The Recipient shall submit a final copy of any electrical designs, specifications and/or drawings elaborated to complete the job.
7) All installations shall be done in strict compliance with the Florida Building Code or Miami Dade Specifications. All materials shall be certified to exceed the wind and impact standards of the current local codes.
8) Product Specifications documentation satisfying protection requirements for all products utilized shall be provided to the Division for closeout.
9) The Recipient shall follow all applicable State, Local and Federal Laws Regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure

to obtain all appropriate Federal, State, and Local permits and clearances may jeopardize federal funding. Glazing in buildings shall be impact resistant or protected with an impact resistant covering meeting the requirements of SSTD 12, ASTM E 1886 and ASTM E 1996, ANSI/DASMA 115 (for garage doors and rolling doors) or Miami-Dade TAS 201, 202 and 203 or AAMA 506 referenced therein as follows:

a) Glazed openings located within 30 feet (9.1 m) of grade shall meet the requirements of the Large Missile Test

b) Glazed openings located more than 30 feet (9.1 m) above grade shall meet the provisions of the Small Missile Test.

c) Louvers protecting intake and exhaust ventilation ducts not assumed to be open that are located within 30 feet (9144 mm) of grade shall meet requirements of the Large Missile Test.

10) Impact-resistant coverings shall be tested at 1.5 times the design pressure (Positive or Negative) expressed in pounds per square feet as determined by the Florida Building Code, Building Section1609 for which the specimen is to be tested.

11) The local municipal or county building department shall inspect the installation according to the manufacture's specification, and ensure that the above referenced standards have been met; documentation provided to the division for closeout.

12) The materials and work funded pursuant to this Subgrant Agreement are intended to decrease the vulnerability of the building to property losses and are specifically not intended to provide for the safety of inhabitants before, during or after a natural or manmade disaster.

13) The funding provided by the Division under this subgrant shall compensate for the materials labor and fees for the hardening activities as a retrofit measure for the Recipient's buildings to reduce and/or mitigate the damage that might otherwise occur from severe weather or other hazards. The funding of this project by the Division does not confer or imply any warranty of use or suitability for the work performed pursuant to this agreement. The State of Florida disclaims all warranties with regard to this mitigation project, express or implied, including but not limited to, any implied warranties and/or conditions of satisfactory quality and fitness for a particular purpose, merchantability, or merchantable quality.

14) This project has not been evaluated by the criteria contained in the standards of the Department of Homeland Security, Federal Emergency Management Agency guidance manual FEMA 361-Design and Construction for Community Shelter, and thus does not provide "near absolute protection". It is understood and agreed by the Division and the Recipient that the building may have vulnerabilities due to age, design and location which may result in damage to the building from wind events even after the installation of the mitigation measures funded under this Subgrant Agreement. It is further understood and agreed by the Division and the Recipient that the level of wind protection provided by the mitigation action, although meeting State standards and codes and enhancing the structural integrity of the building, does not ensure the safety or survival of building occupants.

D. <u>Environmental:</u>

1) The Recipient shall follow all applicable state, local and federal laws regulations and requirements, and obtain (before starting project work) and comply with all required permits and approvals. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding. If project is delayed for a year or more after the date of the categorical exclusion (CATEX), then coordination with and project review by regulatory agencies must be redone.

2) Any change, addition or supplement to the approved Scope of Work that alters the project (including other work not funded by FEMA, but done substantially at the same time), regardless of the budget implications, shall require re-submission of the application to FEMA through the Division for National Environmental Policy Act (NEPA) re-evaluation before starting project work.

3) If any ground disturbance activities occur during construction, the Recipient shall monitor ground disturbance during construction, and if any potential archeological resources are discovered, shall immediately cease construction in that area and notify the Division and FEMA.

4) In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with ***Florida Statutes, Section 872.05***.

5) The Recipient shall consult with the local Floodplain Administrator to determine if the project meets the local floodplain requirements. Letter of compliance shall be provided at project closeout.

6) Construction vehicles and equipment used for this project shall be maintained in good working order to minimize pollutant emissions.

E. Programmatic:

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) The Recipient must notify the Division as soon as significant developments becomes known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.

3) The Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.

4) Phase II deliverables/closeout shall be submitted, 30-days prior to the Period of Performance (POP) date, for review, final Inspection and approval by the Division; for submittal to FEMA before Final Close out.

5) Any extension of the POP shall be submitted to FEMA, 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted along with substantiation of new expiration date, and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.

6) The Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.

This is FEMA project number **HMGP-4138-15-A,** funded under FEMA-4138-DR-FL.

This project was awarded by FEMA on November 01, 2016 and the POP for this project shall end on **October 31, 2017.**

FINANCIAL CONSEQUENCES:

If the Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

SCHEDULE OF WORK:

State Contracting	2	Months
Bidding and Contracting:	1	Month
Construction / Installation:	4	Months
Weather Delays:	1	Month
Final Inspection/Closeout:	3	Months
Total Period of Performance:	**11**	**Months**

PHASE II BUDGET:

Line Item Budget*

	Project Cost	Federal Share
Materials:	$175,989.00	$175,989.00
Labor/Installation:	$40,954.00	$40,954.00
Project Management:	$16,474.00	$16,474.00
Total:	**$233,417.00**	**$233,417.00**

**Any line item amount in this Budget may be increased or decreased 10% or less without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

Funding Summary

Federal Share:	$ 233,417.00	(100%)
Total Project Cost:**	**$ 233,417.00**	**(100%)**

The non-federal share will be met using a Global Match which allows credit for similar eligible projects undertaken in the area that did not involve federal funds. The effect is that 100% of the project is covered by federal HMGP funds. FEMA project 4138-06-R- Bay County, Board of County Commissioners project provides the Global Match for the non-federal share for this project.

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 CFR Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Long-term Recovery Guidance; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Recipient must comply with the following:

The Recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Recipient and any land use permitted by or engaged in by the Recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to Chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, than the Recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 CFR 206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must "obtain prior written approval for any budget revision which result in a need for additional funds" (44 CFR 13(c));

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty days prior to the project expiration date.

STATEMENT OF ASSURANCES

The Recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) OMB Circulars A-21, A-87, A-110, A-122
(5) Chapter 473, Florida Statutes
(6) Chapter 215, Florida Statutes
(7) Section 768.28, Florida Statutes
(8) Chapter 119, Florida Statutes
(9) Section 216.181(6), Florida Statutes
(10) Cash Management Improvement Act Of 1990
(11) American with Disabilities Act
(12) Section 112.061, Florida Statutes

(13) Immigration and Nationality Act
(14) Section 286.011, Florida Statues
(15) E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements 28 CFR, Part 66, Common Rule
(16) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(17) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(18) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(19) 28 CFR applicable to grants and cooperative Agreements
(20) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(21) 42 U.S.C. 3789(d) or Victims of Crime Act (as appropriate)
(22) Section 504 of the Rehabilitation Act of 1973, as amended
(23) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(24) 28 CFR, Part 42, Subparts C, D, E, and G
(25) Department of Justice regulations on disability discrimination, 28 CFR, Part 35 and Part 39
(26) 42 U.S.C. 5154a
(27) 44 CFR, Part 60.3 and City/County Ordinance

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Recipient. Any cost incurred after a notice of suspension or termination is received by the Recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Recipient, this assurance shall obligate the Recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is

used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to Section 112.313 and Section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Section 51 which outlaws and prescribes penalties for "kickbacks" of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 18 U.S.C. 594, 598, 600-605 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4002-4107, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility(other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the "Uniform Federal Accessibility Standards," (AS) which is Appendix A to 41 CFR Section 101-19.6 for general type buildings and Appendix A to 24 CFR, Part 40 for residential structures. The Recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (U.S.C. 470), Executive Order 11593, 24 CFR, Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (16 U.S.C. 469a-1, et seq.) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR, Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. 470(f), and implementing regulations in 36 CFR, Part 800.

(4) When any of the Recipient's projects funded under this Agreement may affect a historic property, as defined in 36 CFR, Part 800 (2)(e), the Federal Emergency Management Agency (FEMA) may require the Recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plans consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within 15 calendar days of receipt of the treatment plan, FEMA may direct the Recipient to implement the treatment plan. If either the Council or the SHPO object, Recipient shall not proceed with the project until the objection is resolved.

(6) The Recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Recipient acknowledges that FEMA may require the Recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Recipient further acknowledges that FEMA may require the Recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Recipient also acknowledges that FEMA will require,

and the Recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(n) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4521-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(o) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(p) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(q) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(r) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(s) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(t) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7642;

(u) It will comply with the Clean Water Act of 1977, as amended, 42 U.S.C. 7419-7626

(v) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(w) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4728-4763;

(x) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 270;

(y) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(z) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a, et seq.;

(aa) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(bb) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j, regarding the protection of underground water sources;

(cc) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(dd) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ee) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(ff) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3510;

(gg) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-1464; and

(hh) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-666.

(ii) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with mandatory standards and policies relating to energy efficiency which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 CFR, Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

DIVISION OF EMERGENCY MANAGEMENT

REQUEST FOR ADVANCE OR REIMBURSEMENT OF HAZARD MITIGATION GRANT PROGRAM FUNDS

RECIPIENT NAME: Bay County Board of County Commissioners

REMIT ADDRESS: _____

CITY, STATE, ZIP CODE: _____

PAYMENT #: _____ CONTRACT #: 17HM-9J-01-13-01-315

FEMA TRACKING #: 4138-15-A INVOICE PERIOD: _____ to _____

Eligible Amount 100%	Obligated Federal __%	Obligated Non-Federal __%	Previous Payments	Current Request	**DEM Use Only**	
					Approved	Comments

TOTAL CURRENT REQUEST: $ _____

I certify that to the best of my knowledge and belief the above accounts are correct, and that all disbursements were made in accordance with all conditions of the Division agreement and payment is due and has not been previously requested for these amounts.

RECIPIENT SIGNATURE: _____

NAME AND TITLE: _____ DATE: _____

APPROVED PROJECT TOTAL $ _____

ADMINISTRATIVE COST $ _____

APPROVED FOR PAYMENT $ _____

_____
GOVERNOR'S AUTHORIZED REPRESENTATIVE

_____
DATE

Attachment D
(Continued)

DIVISION OF EMERGENCY MANAGEMENT

SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MTIGATION GRANT PROGRAM

RECIPIENT: Bay County BOCC DISASTER #: 4138-15-A

CONTRACT #: 17HM-9J-01-13-01-315 FEMA TRACKING #:

Applicant's Reference No. (Warrant, Voucher, Claim check, or Schedule No.)	Date of delivery of articles, completion of work or performance services.	DOCUMENTATION List documentation (applicant's payroll, material out of applicant's stock, applicant owned equipment and name of vendor or contractor) by category and line item in the approved project application and give a brief description of the articles or services.	Applicant's Eligible Costs 100%
		TOTAL	

Attachment E

JUSTIFICATION OF ADVANCE PAYMENT

RECIPIENT: _____

If you are requesting an advance, indicate same by checking the box below.

[___] ADVANCE REQUESTED

Advance payment of $_____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS **(list applicable line items)**	**20___-20___ Anticipated Expenditures for the First Three Months of Contract**
For Example **ADMINISTRATIVE COSTS** (Include Secondary Administration)	
For Example **PROGRAM EXPENSES**	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION (For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term shall be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

_____

_____

_____

_____

_____

Attachment F

DIVISION OF EMERGENCY MANAGEMENT
HAZARD MITIGATION GRANT PROGRAM
QUARTERLY REPORT FORM

RECEIPT Bay County BOCC PROJECT #: 4138-15-A

PROJECT TYPE: Wind Retrofit/Emerg.Generator CONTRACT#: 17HM-9J-01-13-01-315

DISASTER NUMBER: _____ QUARTER ENDING: _____

Provide amount of advance funds disbursed for period (if applicable): $ _____

Provide reimbursement projections for this project:

July-Sep 20__$_____ Oct-Dec 20__$_____ Jan-Mar 20__$_____ Apr-June 20__$_____
July-Sep 20__$_____ Oct-Dec 20__$_____ Jan-Mar 20__$_____ Apr-June 20__$_____

Percentage of Work Completed (may be confirmed by state inspector's): _____ %

Project Proceeding on Schedule: [___] Yes [___] No

Describe milestones achieved during this quarter:

_____

_____

Provide a schedule for the remainder of work to project completion:

_____

_____

Describe problems or circumstances affecting completion date, milestones, scope of work, and cost:

_____

_____

Cost Status: : [___] Cost Unchanged [___] Under Budget [___] Over Budget

Additional Comments/Elaboration:

_____

_____

NOTE: Division of Emergency Management (DEM) staff may perform interim inspections and/or audits at any time. Events may occur between quarterly reports, which have significant impact upon your project, such as, anticipated overruns, changes in scope of work, etc. Please contact the Division as soon as these conditions become known, otherwise you may be found non-compliant with your subgrant award.

Name and Phone Number of Person Completing This Form _____

Attachment G

Warranties and Representations

Financial Management

Recipient's financial management system must provide for the following:

(1) Accurate, current and complete disclosure of the financial results of this project or program.

(2) Records that identify the source and use of funds for all activities. These records shall contain information pertaining to grant awards, authorizations, obligations, unobligated balances, assets, outlays, income and interest.

(3) Effective control over and accountability for all funds, property and other assets. Recipient shall safeguard all such assets and assure that they are used solely for authorized purposes.

(4) Comparison of expenditures with budget amounts for each Request For Payment. Whenever appropriate, financial information should be related to performance and unit cost data.

(5) Written procedures to determine whether costs are allowed and reasonable under the provisions of the applicable OMB cost principles and the terms and conditions of this Agreement.

(6) Cost accounting records that are supported by backup documentation.

Competition

All procurement transactions shall be done in a manner to provide open and free competition. The Recipient shall be alert to conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure excellent contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids and/or requests for proposals shall be excluded from competing for such procurements. Awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the Recipient, considering the price, quality and other factors. Solicitations shall clearly set forth all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the Recipient. Any and all bids or offers may be rejected when it is in the Recipient's interest to do so.

Codes of Conduct

The Recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a contract supported by public grant funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Recipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subcontracts. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Recipient.

Business Hours

The Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

Licensing and Permitting

All subcontractors or employees hired by the Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective subcontractor of the Recipient, _____, certifies, by submission of this document, 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 Recipient's subcontractor is unable to certify to the above statement, the prospective contract shall attach an explanation to this form.

CONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

Bay County BOCC
Recipient's Name

17HM-9J-01-13-01-315
DEM Contract Number

4138-15-A
FEMA Project Number

Attachment I

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-Award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4138-15-A

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 233,417.00

OBLIGATION/ACTION DATE: November 1, 2016

SUBAWARD DATE (if applicable): _____

DUNS#: 59-6000-512

DUNS# +4: 010501120

*If your company or organization does not have a DUNS number, you will need to obtain one from Dun & Bradstreet at 866-705-5711 or use the web form (http://fedgov.dnb.com/webform). The process to request a DUNS number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY DUNS# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The purpose of this Scope of Work (SOW) is to protect the facility in Youngstown, Bay County, Florida; funded through the Hazard Mitigation Grant Program (HMGP) **DR-4138-15-A**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Recipient, Bay County Board of County Commissioner, agrees to administer and complete the project which per scope of work as submitted by the Recipient and subsequently approved by the Division and FEMA. The Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations and Codes.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. 1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?
   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: William T. Dozier

NAME AND TITLE: William T. Dozier, Chairman

DATE: November 23, 2016

FLORIDA DIVISION OF EMERGENCY MANAGEMENT
Bureau of Mitigation

CORRESPONDENCE REVIEW FORM

TRANSMITTAL DATE November 28, 2016 **DUE DATE:** _____

ASSIGNED TO/or AUTHOR: Veronica S. Ash **Phone #** 488-3120

TOPIC: 4138-15-A, Bay County BOCC, 17HM-9J-01-13-01-XXX

ROUTE IN NUMBER ORDER

#	Route To	Initials	Date
5	Toni	TJM	12/2/16
	Finance and Accoutning		
6	Legal Review		

#	Route To	Initials	Date
	Director		
2	Bureau of Mitigation	[illegible]	11/29/2016
1	Community Program Administrator	for KM	11/29/16
	Finance & QC Planning Manager		
	Planner IV		
	Quality Control		
	Project Manager		

IS THE CORRESPONDENCE YOU ARE REPLYING TO ENCLOSED? _____

Comments: Upon Completion please return to Veronica Ash, Room 330-B.

EXHIBIT 4
FEDERAL REGULATIONS CONTRACT REQUIREMENTS
44 C.F.R §13.36
FOR
HOLIDAY DRIVE FIRE STATION
WIND RETROFIT

PROJECT NO.: 4138-15-A

This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. Contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

The Federal Government is not a party to the awarded contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract. The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

Contractor is required, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e) of this section.

EQUAL OPPORTUNITY CLAUSES

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

During the performance of any awarded “federally assisted contracts” the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers’ representative of the contractor’s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor’s noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) the contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each

subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided, however,* that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

COMPLIANCE WITH COPELAND "ANTI-KICKBACK" ACT

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5)

(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 (b)(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 (b)(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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) 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 (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(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 (b)(1) through (4) of this section.

NOTICE OF FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) REPORTING REQUIREMENTS AND REGULATIONS

(1) General. The Bay County Board of County Commissioners is using Public Assistance grant funding awarded by FEMA to the State of Florida Division of Emergency Management to pay, in whole or in part, for the costs incurred under this contract. As a condition of Public Assistance funding under major disaster FEMA-4084-DR, FEMA requires the State of Florida Division of Emergency Management to provide various financial and performance reporting.

a. It is important that the contractor is aware of these reporting requirements, as the Bay County Board of County Commissioners may require the contractor to provide certain information, documentation, and other reporting in order to satisfy reporting requirements to the State of Florida Division of Emergency Management which, in turn, will enable State of Florida Division of Emergency Management to satisfy reporting requirements to FEMA.

b. Failure of State of Florida Division of Emergency Management to satisfy reporting requirements to FEMA is a material breach of the FEMA-State Agreement, and could result in loss of Federal financial assistance awarded to fund this contract.

(2) Applicable Regulations and Policy. The applicable regulations, FEMA policy, and other sources setting forth these reporting requirements are as follows:

a. 44 C.F.R. § 13.40 (Monitoring and Reporting Program Performance)

b. 44 C.F.R. § 13.41 (Financial Reporting)

c. 44 C.F.R § 13.50(b) (Reports)

d. 44 C.F.R. § 206.204(f) (Progress Reports)

e. FEMA Standard Operating Procedure No. 9570.14, *Public Assistance Program Management and Grant Closeout Standard Operating Procedure* (Dec. 2013)

f. FEMA-State (or Tribal) Agreement

(3) Financial Reporting. The State of Florida Division of Emergency Management is required to submit to the following financial reports to FEMA:

a. Initial Report. An initial Federal Financial Report (SF 425) no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-4084-DR.

b. Quarterly Reports. Following submission of the initial report, quarterly Federal Financial Reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.

c. Final Report. A final Federal Financial Report within 90 days of the end of the period of performance for the Public Assistance grant.

(4) Performance Reporting. The State of Florida Division of Emergency Management is required to submit to the following financial reports to FEMA:

a. Initial Report. An initial performance report no later than 30 days after FEMA has approved the first Public Assistance project under FEMA-4084-DR.

b. Quarterly Reports. Following submission of the initial report, quarterly performance reports until submission of the final report described in the following subparagraph. Reports are due on January 30, April 30, July 30, and October 30.

c. Final Report. A final performance report within 90 days of the end of the period of performance for the Public Assistance grant."

ACCESS TO RECORDS

The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the Bay County Board of County Commissioners, the State of Florida Division of Emergency Management, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

RETENTION OF RECORDS

The contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case contractor agrees to maintain same until Bay County, the State of Florida, the FEMA Administrator, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related to the litigation or settlement of claims.

CLEAN AIR ACT

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq*.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of grantee), Federal Emergency

Management Agency, and the appropriate Environmental Protection Agency Regional Office.
(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq*.
(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of grantee), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office
(3) The contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FEMA."

ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

EXHIBIT 5
CONTRACTOR’S RESPONSE TO ITB 17-14

ORIGINAL

BID FORM
ITB NO: 17-14

This proposal of Anderson Construction Company of N.FL, hereinafter called "BIDDER," organized and existing under the laws of the State of Florida doing business as A Corporation (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 **Lump Sum Base Bid** is:

Two Hundred Forty Nine Thousand Seven Hundred Seventy Four NO/100 Dollars
(Words)

($ 249,774.00)

Submitted By: Anderson Construction Company of N.FL
Name of Firm/Contractor Submitting This Bid

Bid Prepared By: Garrett Anderson
Name of Individual Who Prepared This Bid

Contact Email: GarrettAcc@Knology.net

Address: Po Box 16226 Panama City FL 32406

Phone: 850.215.5060

General Contractor's License No. CGC1516755

Signature of Authorized Representative of Firm/Contractor

Date 3.13.17

SEAL: (If bid is by Corporation)

No Seal

ORIGINAL

ADDENDUM ACKNOWLEDGEMENT

I acknowledge receipt of the following addenda:

ADDENDUM NO. 1 DATED MARCH 7, 2017

ADDENDUM NO. 2 DATED MARCH 8, 2017

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

ADDENDUM NO. _____ DATED _____

Name of Firm: Anderson Construction Company of N.F.

Authorized Signature: [signature]

Printed Name: Garrett Anderson

Title: President

Date: March 13 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: National Contractors of N. FL

Authorized Signature: [signature]

Printed Name: Garrett Nelson

Title: President

Date: March 13 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 ✓

NAME(S)	**POSITION(S)**

Name of Firm: Anderson Construction Company of N.F.L.

Authorized Signature: [signature]

Printed Name: Garrett Anderson

Title: President

Date: March 13 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:

(Check one and sign in the space provided.)

✓ 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: Anderson Construction Company of N.E.

Authorized Signature: [signature]

Printed Name: Garrett Anderson

Title: 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 Name and Address: ABL MASONRY PO BOX 205 YOUNGSTOWN FL

MASONRY, CONCRETE

Work to be performed and $ amount: $14,750.00

Subcontractor Name and Address: KENT CONSTRUCTION 943 INDUSTRIAL DRIVE

CHIPLEY FL; ROOFING, SOFFITS, DEMOLITION

Work to be performed and $ amount: $82100.-

Subcontractor Name and Address: WHITAKER ELECTRIC; 2017 N EAST AVE PL FL

ELECTRICAL

Work to be performed and $ amount: $ 28000.-

Subcontractor Name and Address: AMERIPRO GARAGE DOORS. 711 SKUNK VALLEY ROAD

SOUTHPORT FL; OVERHEAD DOORS.

Work to be performed and $ amount: $ 46,700.00

Name of Firm: [illegible] Construction Company of N FL.

Authorized Signature: [signature]

Printed Name: GARRETT [illegible]

Title: PRESIDENT

Date: March 13 2017

Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion

Contractor Covered Transactions

(1) The prospective contractor of the Recipient, Garrett Anderson, certifies, by submission of this document, 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 Recipient's contractor is unable to certify to the above statement, the prospective contractor shall attach an explanation to this form.

CONTRACTOR:

Anderson Construction Company of N.Fl

By _____
Signature

Garrett Anderson President
Name and Title

P.O. Box 1102226
Street Address

Panama City Fl 32400
City, State, Zip

3.13.17
Date

Bay County Board of County Commissioners
Recipient's Name

17HM-9J-01-13-01-316
Division Contract Number

4138-14-A
FEMA Project Number

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements
(To be submitted with each bid or offer exceeding $100,000)

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). 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 Contractor, Anderson Construction Company of NE, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Gilbert Anderson

Name and Title of Contractor's Authorized Official

March 13 2017

Date

BID BOND

BY THIS BOND, We, Anderson Construction Company of North Florida as Principal and Merchants Bonding Company (Mutual), a corporation, as Surety, are bound to the Board of County Commissioners, Bay County, Florida, as County, in the sum of $ Five Percent (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 March 13, 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 in three (3) counterparts on March 13, 2017

CORPORATE PRINCIPAL
Anderson Construction Company of North Florida

By: _____ Attest: _____

Its: President Seal: NO SEAL

Acknowledged and subscribed on 13th day of March, 2017, before the undersigned authority by Garrett Anderson, as the President of the Corporation named as Principal and with due authorization of the Corporation.

Lesley St. Laurent
Notary Public

LESLEY ST. LAURENT
MY COMMISSION #FF093604
EXPIRES February 18, 2018
(407) 398-0153 FloridaNotaryService.com

SURETY Merchants Bonding Company (Mutual)

By: Robert Corley McLendon
Robert Corley McLendon
Attorney-in-Fact and Licensed Resident Agent

~~Attest~~ Witness: Sherrie Scism
Sherrie Scism

Seal:

Countersigned:
By: N/A
Attorney-in-Fact, State of Florida

MERCHANTS
BONDING COMPANY

POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Alan Douglas Moore; Edward E Wonders; Michael David Raidt; Robert Corley McLendon

of Pensacola and State of Florida their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

FIVE MILLION ($5,000,000.00) DOLLARS

and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

> "The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.
>
> The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 13th day of August, 2014.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By Larry Taylor
President

STATE OF IOWA
COUNTY OF POLK ss.

On this 13th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.

NOTARIAL SEAL IOWA
WENDY WOODY
Commission Number 784654
My Commission Expires
June 20, 2017

Wendy Woody
Notary Public, Polk County, Iowa

STATE OF IOWA
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 13th day of March, 2017.

MERCHANTS NATIONAL BONDING, INC. INCORPORATED -o- 2003

MERCHANTS BONDING COMPANY (MUTUAL) INCORPORATED -o- 1933

William Warner Jr.
Secretary

POA 0014 (7/14)

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD (850) 487-1395
2601 BLAIR STONE ROAD
TALLAHASSEE FL 32399-0783

ANDERSON, GARRETT JAMES
ANDERSON CONSTRUCTION COMPANY OF NORTH FLORIDA
PO BOX 16226
PANAMA CITY FL 32406

Congratulations! With this license you become one of the nearly one million Floridians licensed by the Department of Business and Professional Regulation. Our professionals and businesses range from architects to yacht brokers, from boxers to barbeque restaurants, and they keep Florida's economy strong.

Every day we work to improve the way we do business in order to serve you better. For information about our services, please log onto **www.myfloridalicense.com**. There you can find more information about our divisions and the regulations that impact you, subscribe to department newsletters and learn more about the Department's initiatives.

Our mission at the Department is: License Efficiently, Regulate Fairly. We constantly strive to serve you better so that you can serve your customers. Thank you for doing business in Florida, and congratulations on your new license!

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND
PROFESSIONAL REGULATION

CGC1516755 ISSUED: 07/28/2016

CERTIFIED GENERAL CONTRACTOR
ANDERSON, GARRETT JAMES
ANDERSON CONSTRUCTION COMPANY OF N

IS CERTIFIED under the provisions of Ch.489 FS.
Expiration date : AUG 31, 2018 L1607280001609

DETACH HERE

RICK SCOTT, GOVERNOR KEN LAWSON, SECRETARY

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION
CONSTRUCTION INDUSTRY LICENSING BOARD

LICENSE NUMBER
CGC1516755

The GENERAL CONTRACTOR
Named below IS CERTIFIED
Under the provisions of Chapter 489 FS.
Expiration date: AUG 31, 2018

ANDERSON, GARRETT JAMES
ANDERSON CONSTRUCTION COMPANY OF NORTH FLORIDA
3109 KINGS DRIVE
PANAMA CITY FL 32405

ISSUED: 07/28/2016 DISPLAY AS REQUIRED BY LAW SEQ # L1607280001609

EXHIBIT 6
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

Reject Bids Holiday Drive Fire Station Wind Retrofit Project

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

MEETING DATE: 4/18/2017

REQUESTED MOTION/ACTION:
Board: 1) Reject bids received in response to Invitation to Bid (ITB) 17-10 Holiday Drive Fire Station Wind Retrofit Project, and 2) Authorize staff to re-advertise the project.

AGENDA
Public Works - Consent

BUDGETED ITEM? N/A
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
No impact since this is a request for rejecting bid.

BACKGROUND:
On March 3, 2015 the Board authorized funding agreements for hazard mitigation projects associated with DR4138 (2013) flooding which included the County Fire Station 3 Wind Retrofit and Emergency Generator.

Invitation to Bid (ITB) 17-10 Holiday Drive Fire Station Wind Retrofit was advertised on January 20, 2017and a pre-bid meeting was held February 2, 2017. Email notification was sent directly to potential bidders on February 6, 2017 and a second pre-bid meeting was held on February 22, 2017. Hall Contracting and Construction, Inc. bid of $275,485.00 was the only bid received and opened on March 13, 2017.

Bay County Board of County Commissioners
Agenda Item Summary

Cedar Park Phase II Plat Approval

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

MEETING DATE: 4/18/2017

REQUESTED MOTION/ACTION:
Board: 1) Approve the final plat of the Cedar Park Phase II Subdivision; and, 2) Authorize staff to record the development maintenance bond with the Clerk of Court. **(District I)**

AGENDA
Public Works - Consent

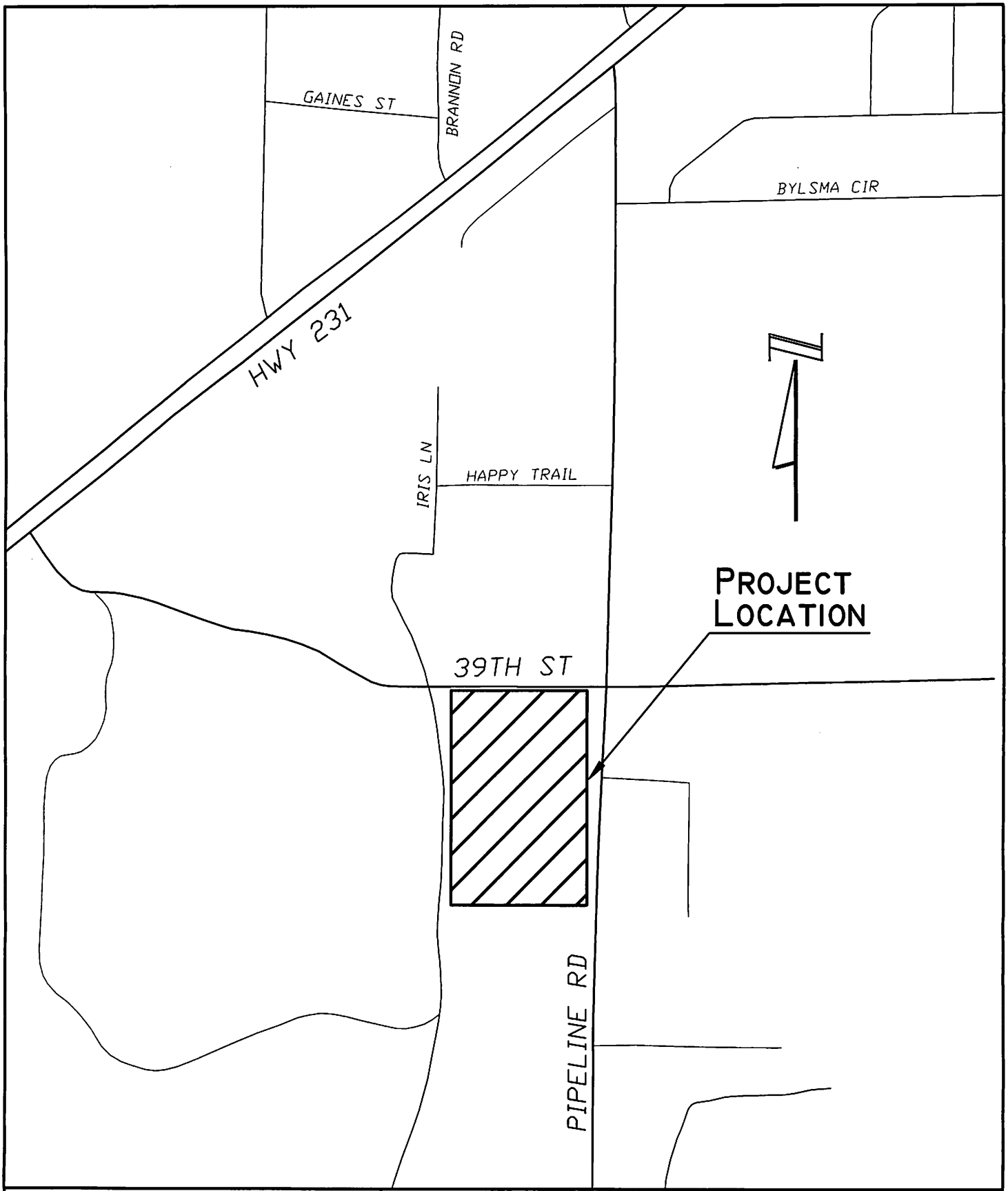
BUDGETED ITEM? N/A
BUDGET ACTION:
None needed.
FINANCIAL IMPACT SUMMARY STATEMENT:
N/A

BACKGROUND:
Mr. John W. Lewis, President, Pipeline Road, Inc. ("the developer") is requesting final approval for the plat of Cedar Park Phase II Subdivision. The subdivision consists of 61 residential lots and 0.52 miles of road which will be dedicated to the public. A lift station and 8" utility line easement shall be dedicated to Bay County. The stormwater retention area, park parcel and stormwater easements will remain private and are dedicated to the Homeowners Association **(EXHIBITS 1 and 2).** The development was originally approved by the Town of Cedar Grove and has been subsequently reviewed and approved by the Bay County Planning and Zoning Division. The subdivision plat is in compliance with the requirements of Chapter 177.071, Florida Statutes and Bay County regulations. The developer has provided a 3-year maintenance bond in the amount of $53, 000 to serve as a guarantee for those improvements dedicated to the County. **(EXHIBIT 3)**

ATTACHMENTS:

Description	Type
Cedar Park Phase II Plat Approval Exhibit 1	Exhibit
Cedar Park Ph II Exhibit 2	Exhibit
Cedar Park Ph II Exhibit 3	Exhibit

EXHIBIT 1



ENGINEERING DIVISION BAY COUNTY GOVERNMENT CENTER 840 W. 11TH STREET PANAMA CITY, FL 32401 PHONE: (850) 248-8301	CEDAR PARK PHASE 1 LOCATION MAP					
	Scale N/A	Date Drawn 15 AUG. 14	By DJG	Checked By RZ	Project# N/A	Page 1 of 1

Drawing name: C:\Users\dgilbert.BAY\Desktop\Documents\LOCATION MAP CEDAR PARK PH 1 (DJG 15 AUG 14).dwg ~ Date plotted: August 15, 2014 - 8:08am

EXHIBIT 2

CEDAR PARK PHASE II

A RE-PLAT OF A PORTION OF LOTS 32, 33, 48, 49 & 64, ST. ANDREWS BAY DEVELOPMENT COMPANY'S SUBDIVISION OF SEC. 24, T 3 S, R 14 W, RECORDED IN PLAT BOOK 6, PAGE 16, BAY COUNTY, FLORIDA

PREPARED BY
BUCHANAN & HARPER, INC.
ENGINEERING - PLANNING - SURVEYING - LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER 2372
735 WEST 11TH STREET PANAMA CITY, FLORIDA PHONE 850-763-7427 WWW.BUCHANAN-HARPER.COM
JANUARY 2017

DESCRIPTION

A PORTION OF LOTS 32, 33, 48, 49 AND 64, ST. ANDREWS BAY DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 14 WEST, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 6, PAGE 16 IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF CEDAR PARK PHASE I AS RECORDED IN PLAT BOOK 25, PAGE 5 OF THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA. THENCE ALONG THE SOUTH LINE OF SAID CEDAR PARK PHASE I AS FOLLOWS: NORTH 89 DEGREES 42 MINUTES 54 SECONDS WEST FOR 179.63 FEET; NORTH 00 DEGREES 17 MINUTES 06 SECONDS EAST FOR 24.76 FEET; NORTH 89 DEGREES 42 MINUTES 54 SECONDS WEST FOR 240.00 FEET; SOUTH 00 DEGREES 17 MINUTES 06 SECONDS WEST FOR 21.56 FEET; NORTH 89 DEGREES 42 MINUTES 54 SECONDS WEST FOR 180.00 FEET TO THE WEST LINE OF LOT 32, SAID ST. ANDREWS BAY DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 24; THENCE LEAVING SAID SOUTH LINE OF CEDAR PARK PHASE I, SOUTH 00 DEGREES 17 MINUTES 06 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 32 AND ALONG THE WEST LINES OF LOTS 33, 48, 49 AND 64, SAID ST. ANDREWS BAY DEVELOPMENT COMPANY'S SUBDIVISION OF SECTION 24 FOR 1391.29 FEET TO THE NORTH RIGHT OF WAY LINE OF A 20 FOOT WIDE RIGHT OF WAY DESCRIBED IN BAY COUNTY OFFICIAL RECORDS BOOK 1128, PAGE 1935; THENCE SOUTH 89 DEGREES 20 MINUTES 58 SECONDS EAST ALONG SAID NORTH RIGHT OF WAY LINE FOR 600.01 FEET TO THE WEST LINE OF A 40-FOOT WIDE RIGHT OF WAY DESCRIBED IN SAID OFFICIAL RECORDS BOOK 1128, PAGE 1935; THENCE NORTH 00 DEGREES 16 MINUTES 11 SECONDS EAST ALONG SAID WEST RIGHT OF WAY LINE FOR 1391.92 FEET TO THE POINT OF BEGINNING; CONTAINING 19.290 ACRES, MORE OR LESS.

DEDICATION

THIS IS TO CERTIFY THAT THE UNDERSIGNED, PIPELINE ROAD, INC., A FLORIDA CORPORATION ("OWNER") IS THE LAWFUL OWNER OF THE LANDS DESCRIBED HEREIN, CEDAR PARK PHASE II (THE "PLAT"), AND THAT OWNER HAS CAUSED THE LANDS TO BE SURVEYED AND SUBDIVIDED AND THAT THIS PLAT, MADE IN ACCORDANCE WITH THE SURVEY, IS HEREBY ADOPTED AS A TRUE AND CORRECT PLAT OF THE LANDS.

OWNER DOES HEREBY DEDICATE, GRANT AND CONVEY IN FEE SIMPLE TO BAY COUNTY THE ROADS IDENTIFIED AS "CEDAR PARK DRIVE" AND "CEDAR PARK LANE" ON THIS PLAT, FOR THE PERPETUAL USE OF THE PUBLIC FOR ROADWAY, INGRESS, AND EGRESS PURPOSES. SAID ROADS SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF BAY COUNTY.

OWNER DOES HEREBY DEDICATE, GRANT AND CONVEY IN FEE SIMPLE TO BAY COUNTY TRACT F, THE LIFT STATION SITE. SAID LIFT STATION SITE SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF BAY COUNTY.

TRACTS D AND E ARE HEREBY DEDICATED, GRANTED AND CONVEYED IN FEE SIMPLE TO THE CEDAR PARK OWNERS ASSOCIATION, INC. SUBJECT TO THE 8-FOOT UTILITY EASEMENT ALONG CEDAR PARK DRIVE AND CEDAR PARK LANE AND SHALL BE THE PERPETUAL MAINTENANCE RESPONSIBILITY OF THE CEDAR PARK OWNERS ASSOCIATION, INC. OWNER, ITS SUCCESSORS AND ASSIGNS, SHALL HAVE THE RIGHT OF INGRESS, EGRESS, ACCESS IN, ON, OVER, AND ACROSS ALL ROADS, STREETS, RIGHTS OF WAY AND EASEMENTS DESIGNATED ON THIS PLAT FOR THE PURPOSE OF CONSTRUCTING, MAINTAINING, AND OPERATING ANY ROADS, UTILITIES, DRAINAGE FACILITIES, PONDS, DITCHES OR OTHERWISE.

THE OWNER HEREBY GRANTS TO BAY COUNTY THE 8-FOOT UTILITY EASEMENTS ALONG CEDAR PARK DRIVE AND CEDAR PARK LANE AND THE RIGHT OF INGRESS, EGRESS, ACCESS IN, ON, OVER, AND ACROSS SAID EASEMENTS.

THE OWNER HEREBY GRANTS TO THE CEDAR PARK OWNERS ASSOCIATION THE STORMWATER EASEMENTS AND THE RIGHT OF INGRESS, EGRESS ACCESS IN, ON, OVER, AND ACROSS SAID EASEMENTS.

THE OWNER, ON ITS OWN BEHALF AND ON BEHALF OF ITS SUCCESSORS AND ASSIGNS, HEREBY RESERVES THE RIGHT TO GRANT TO UTILITY SERVICE PROVIDERS EASEMENTS FOR INGRESS AND EGRESS FOR THE PURPOSES OF INSTALLING AND MAINTAINING ANY UTILITY IMPROVEMENTS THAT ARE NECESSARY OR BENEFICIAL TO THE FUTURE OWNERS. THE RIGHTS RESERVED INCLUDE THE RIGHT TO GRANT EASEMENTS FOR CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES TO THE EXTENT REQUIRED BY AND IN A MANNER CONSISTENT WITH AND SUBJECT TO THE PROVISIONS OF SECTION 177.091(28) FLORIDA STATUTES, PROVIDED HOWEVER, TO THE EXTENT ALLOWABLE BY SAID SECTION 177.091(28) FLORIDA STATUTES, ONLY CABLE TELEVISION SERVICE PROVIDERS SPECIFICALLY AUTHORIZED BY THE OWNER TO SERVE THE LANDS ON THE PLAT SHALL HAVE THE BENEFIT OF SUCH EASEMENTS.

IN WITNESS THEREOF, SAID PIPELINE ROAD, INC. HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS AUTHORIZED REPRESENTATIVE NAMED BELOW.

PIPELINE ROAD, INC.

BY: ______________________________

NAME: ______________________________

TITLE: ______________________________

WITNESS: ______________________________

WITNESS: ______________________________

STATE OF FLORIDA, COUNTY OF BAY

BEFORE THE SUBSCRIBER PERSONALLY APPEARED ______________________, KNOWN TO ME TO BE THE INDIVIDUAL DESCRIBED IN AND WHO ACKNOWLEDGES THAT HE/SHE EXECUTED THE SAME FOR THE PURPOSES THEREIN SET FORTH.

GIVEN UNDER MY HAND AND NOTARIAL SEAL THIS ________ DAY OF ____________________, 2017.

____
NOTARY PUBLIC, STATE OF FLORIDA

MY COMMISSION EXPIRES: __________

TITLE CERTIFICATION

THE UNDERSIGNED TITLE COMPANY, LICENSED IN THE STATE OF FLORIDA, CERTIFIES THAT TITLE TO THE LAND DESCRIBED HEREON IS IN THE NAME OF THE DEDICATOR AS SHOWN HEREON AND THAT THERE ARE NO OTHER UNSATISFIED MORTGAGES.

SIGNED ON THIS ________ DAY OF ________________ 2017.

TITLE INSURANCE COMPANY: ______________________________

BY: ______________________________

WITNESS: ______________________________

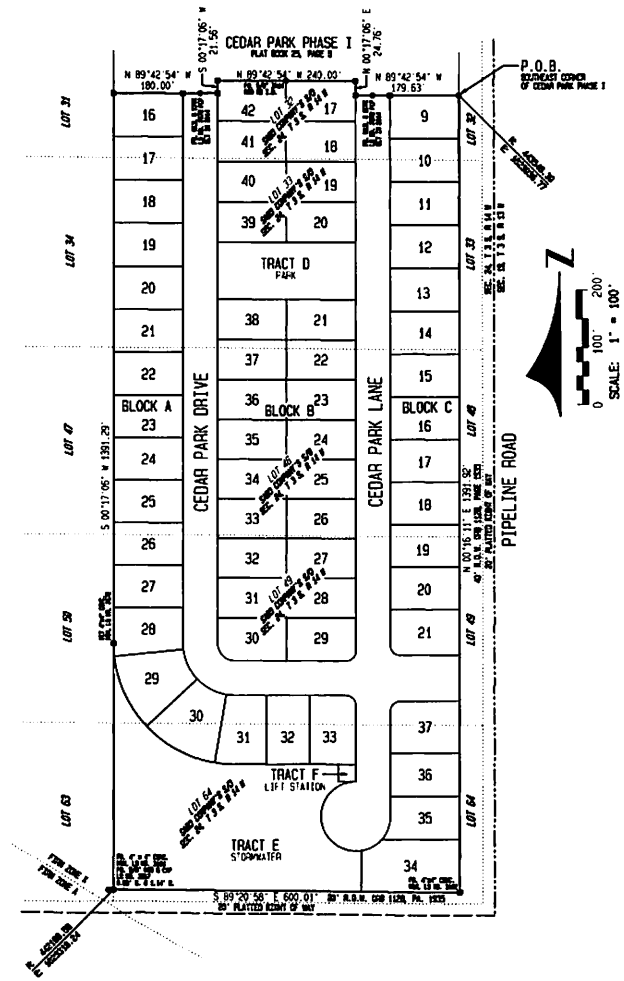
NOTICE

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT.

THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

BEARINGS ARE BASED ON SOUTH 00°16'11" WEST ON THE EAST LINE OF SECTION 24, TOWNSHIP 3 SOUTH, RANGE 14 WEST.

THE FLOOD ZONE LINE DEPICTED ON THIS PLAT WAS OBTAINED FROM THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S DIGITAL FLOOD INSURANCE RATE MAP (FIRM) DATABASE AND IS A REPRESENTATION OF FIRM NUMBER 12005C0354H FOR BAY COUNTY, FLORIDA AND INCORPORATED AREAS, COMMUNITY PANEL NUMBER 120004 0354 H, EFFECTIVE DATE JUNE 2, 2009. THIS LINE IS SUBJECT TO CHANGE.



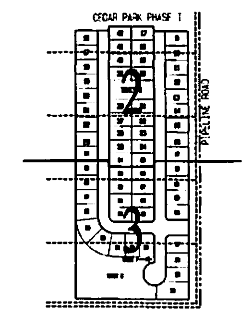
SYMBOLS AND ABBREVIATIONS

P.O.B.	POINT OF BEGINNING
N	NORTH
E	EAST
S	SOUTH
W	WEST
SEC.	SECTION
T	TOWNSHIP OR TANGENT
R	RANGE
°	DEGREES
'	MINUTES OR FEET
"	SECONDS OR INCHES
FD.	FOUND
LS	LAND SURVEYOR
LB	LAND SURVEYOR BUSINESS
NO.	NUMBER
CONC.	CONCRETE
MON.	MONUMENT
R.O.W.	RIGHT OF WAY
FIRM	FLOOD INSURANCE RATE MAP
R	RADIUS
A	ARC
C	CHORD
CB	CHORD BEARING
Δ	CENTRAL ANGLE
±	MORE OR LESS
ORB	OFFICIAL RECORDS BOOK
SABD	ST. ANDREWS BAY DEVELOPMENT
S/D	SUBDIVISION
-R-	RADIAL LINE
●	SET 5/8" IRON ROD & CAP LB NO. 2372 "WITNESS" (UNLESS OTHERWISE INDICATED)
○	SET NAIL & DISK LB NO. 2372 PERMANENT CONTROL POINT (PCP) (UNLESS OTHERWISE INDICATED)
■	FD. 4" x 4" CONCRETE MONUMENT LB NO. 2372 SET IN 2014 PERMANENT REFERENCE MONUMENT (PRM) (UNLESS OTHERWISE INDICATED)
N: 442188.58 / E: 1622338.24	STATE PLANE COORDINATE

STATE PLANE COORDINATES WERE OBTAINED USING GLOBAL POSITIONING SYSTEMS AND REFER TO THE WORLD GEODETIC SYSTEM 1984 DATUM.

IMPORTANT: THE LOCATION AND EXTENT OF ENVIRONMENTAL FEATURES SHOWN ON THIS DRAWING IS BASED UPON LAWS AND REGULATIONS IN EFFECT AT THE TIME THIS PLAT WAS RECORDED. ALL PERSONS ARE ADVISED TO DETERMINE WHETHER OR NOT CHANGES HAVE OCCURRED TO THESE LAWS OR REGULATIONS THAT WOULD AFFECT THE DELINEATION SHOWN.

THE DRAINAGE EASEMENTS, STREET LIGHTS OR STORMWATER CONTROL FACILITIES SERVING, OR WHICH MAY IN THE FUTURE SERVE, THE LAND BEING PURCHASED HAS NOT BEEN DEDICATED FOR MAINTENANCE AT THE EXPENSE OF BAY COUNTY BY THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA. ALL DRAINAGE, STREET LIGHTS AND OTHER RELATED PUBLIC FACILITIES HAVE BEEN CONSTRUCTED TO COUNTY STANDARDS REGARDLESS OF WHETHER OR NOT MAINTENANCE WILL BE PERFORMED BY BAY COUNTY OR BY A PRIVATE ENTITY.



KEY MAP FOR PHASE II

SUBJECT TO CHANGE

TAX COLLECTOR'S STATEMENT

I, PEGGY BRANNON, DO HEREBY CERTIFY THAT TAXES HAVE BEEN PAID THROUGH TAX YEAR ______ TO THE BEST OF MY KNOWLEDGE.

____
BAY COUNTY TAX COLLECTOR

COUNTY SURVEYOR'S CERTIFICATE

I, ROBERT E. ZIERCEK, COUNTY SURVEYOR FOR BAY COUNTY, FLORIDA, HAVE REVIEWED THIS PLAT AND CERTIFY THAT IT COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES.

______________________________ ______________
ROBERT E. ZIERCEK, PLS DATE
COUNTY SURVEYOR
FLORIDA CERTIFICATE NUMBER 4925

PUBLIC WORKS DIRECTOR/COUNTY ENGINEER'S CERTIFICATE

THIS IS TO CERTIFY THAT I, KENNETH F. SCHNELL, COUNTY ENGINEER FOR BAY COUNTY, FLORIDA, HAVE EXAMINED THIS PLAT AND FIND THAT IT CONFORMS TO APPLICABLE REGULATIONS FOR SUBDIVISIONS IN BAY COUNTY, FLORIDA. SIGNED ON THIS ______ DAY OF ______________, 2017.

____
KENNETH F. SCHNELL, P.E.
BAY COUNTY ENGINEER/PUBLIC WORKS DIRECTOR
FLORIDA CERTIFICATE NUMBER 60582

COUNTY COMMISSIONERS' APPROVAL

WE HEREBY CERTIFY THAT THIS PLAT HAS BEEN EXAMINED AND WAS APPROVED BY THE BOARD OF COUNTY COMMISSIONERS OF BAY COUNTY, FLORIDA, THIS ______ DAY OF ______________, 2017.

MIKE NELSON DISTRICT I	WILLIAM T. DOZIER DISTRICT III
DISTRICT II	GUY M. TUNNELL DISTRICT IV
PHILIP GRIFFITTS DISTRICT V	

SUBJECT TO CHANGE

COUNTY CLERK'S CERTIFICATE

I, BILL KINSAUL, CLERK OF THE CIRCUIT COURT OF BAY COUNTY, FLORIDA, HEREBY CERTIFY THAT THIS PLAT WAS FILED FOR RECORD ON THE ________ DAY OF ________________, 2017 IN PLAT BOOK _____, PAGES ________

____
BILL KINSAUL
CLERK OF THE CIRCUIT COURT
BAY COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE

THE UNDERSIGNED HEREBY CERTIFIES THAT THIS PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LANDS SURVEYED, THAT THE SURVEY WAS MADE UNDER HIS RESPONSIBLE DIRECTION AND SUPERVISION, THAT THE SURVEY DATA COMPLIES WITH ALL THE REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES, AND THAT PERMANENT REFERENCE MONUMENTS AND PERMANENT CONTROL POINTS HAVE BEEN SET.

______________________________ ______________
W. TODD TINDELL, PLS DATE
FLORIDA CERTIFICATE NUMBER 4058
BUCHANAN & HARPER, INC.
CERTIFICATE OF AUTHORIZATION NO. 2372
735 WEST 11TH STREET
PANAMA CITY, FLORIDA 32401

CEDAR PARK PHASE II

A RE-PLAT OF A PORTION OF LOTS 32, 33, 48, 49 & 64, ST. ANDREWS BAY DEVELOPMENT COMPANY'S SUBDIVISION OF SEC. 24, T 3 S, R 14 W, RECORDED IN PLAT BOOK 6, PAGE 16, BAY COUNTY, FLORIDA

PREPARED BY

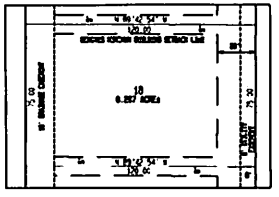
BUCHANAN & HARPER, INC.

ENGINEERING - PLANNING - SURVEYING - LANDSCAPE ARCHITECTURE

CERTIFICATE OF AUTHORIZATION NUMBER 2372

725 WEST 11TH STREET · PANAMA CITY, FLORIDA · PHONE 850-763-7427 · WWW.BUCHANAN-HARPER.COM

JANUARY 2017



NOTICE TO LOT OWNERS

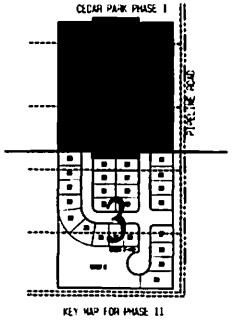
MINIMUM BUILDING SETBACKS FOR SINGLE FAMILY RESIDENCE AND ATTACHED GARAGE AND

FRONT 25'
REAR 30'* SEE NOTE BELOW
SIDE (EXCEPT STREET SIDE) 7' * SEE NOTE BELOW
SIDE (STREET SIDE) 15'
NOTE: *SETBACKS IN WHICH MINIMUM BUILDING SETBACK LINES OCCUR WITH EASEMENT OR WETLAND BUFFER LINES, THE MOST RESTRICTIVE LINE WILL TAKE PRECEDENCE.

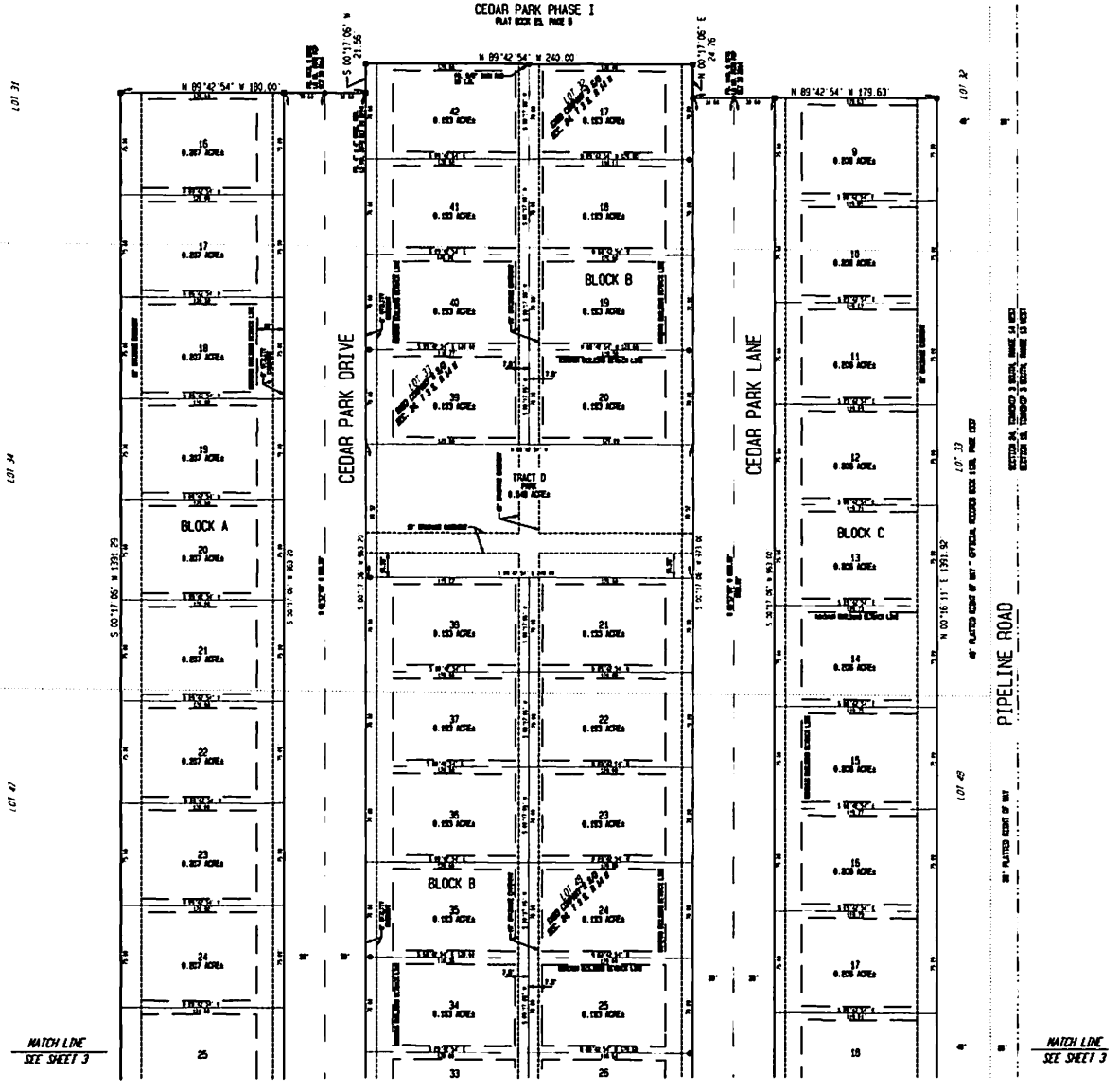
EXCEPT FOR FENCES, ALL ACCESSORY USES AND STRUCTURES MUST BE LOCATED IN SIDE OR REAR YARDS AND MUST BE LOCATED AT LEAST THREE FOOT FROM SIDE OR REAR PROPERTY OR EASEMENT WITH EXCEPTION OF BUFFER LINES THAT MAY EXIST. FENCES ON CORNER LOTS MUST BE NO CLOSER THAN 5' TO THE ROAD RIGHT OF WAY.

TO ALLOW STORMWATER RUNOFF TO FLOW FREELY, HOMEOWNERS SHALL MAINTAIN REPOSITIONING ELEVATIONS IN SWALES THAT ARE LOCATED ON THEIR PROPERTY. NO OBSTRUCTIONS OR STRUCTURES ARE ALLOWED IN EASEMENTS.

THE GUIDELINES ABOVE ARE GENERAL IN NATURE. BEFORE CONSTRUCTION OF ANY PERMANENT IMPROVEMENTS LOT OWNERS SHOULD CONSULT BAY COUNTY ZONING REGULATIONS AND THE DECLARATION OF COVENANTS AND RESTRICTIONS OF CEDAR PARK THAT ARE RECORDED IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.



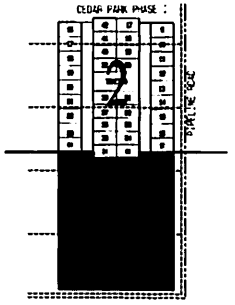
KEY MAP FOR PHASE II



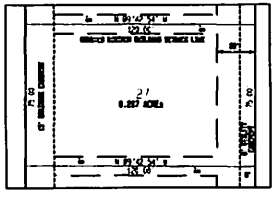
PREPARED BY
BUCHANAN & HARPER, INC.
ENGINEERING - PLANNING - SURVEYING - LANDSCAPE ARCHITECTURE
CERTIFICATE OF AUTHORIZATION NUMBER 2372
725 WEST 11TH STREET PANAMA CITY, FLORIDA PHONE 850-763-7427 www.BUCHANAN-HARPER.COM
JANUARY 2017

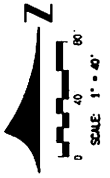
CEDAR PARK PHASE II

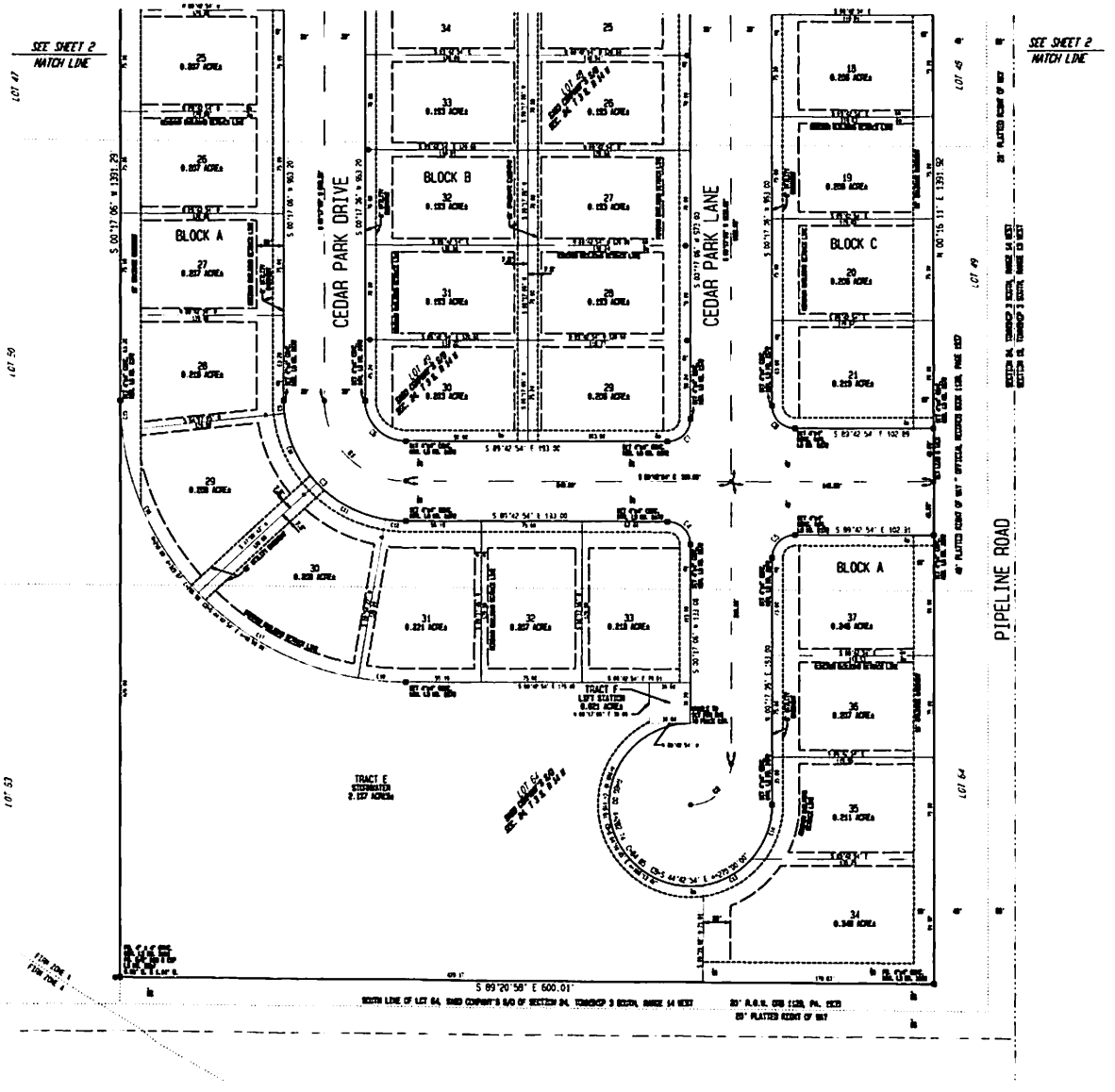
A RE-PLAT OF A PORTION OF LOTS 32, 33, 48, 49 & 64, ST. ANDREWS BAY DEVELOPMENT COMPANY'S SUBDIVISION OF SEC. 24, T 3 S, R 14 W, RECORDED IN PLAT BOOK 6, PAGE 16, BAY COUNTY, FLORIDA



KEY MAP FOR PHASE II







NOTICE TO LOT OWNERS

MINIMUM BUILDING SETBACKS FOR SINGLE FAMILY RESIDENCE AND ATTACHED GARAGE ARE:
FRONT 25'
REAR 20' (SEE NOTE BELOW)
SIDE (EXCEPT STREET SIDE) 8' (SEE NOTE BELOW)
SIDE (STREET SIDE) 15'
NOTE: DISTANCES ON WHICH MINIMUM BUILDING SETBACK LINES OCCUR WITH EASEMENT OR WETLAND BUFFER LINES, THE MOST RESTRICTIVE LINE WILL BE PREVAILING.

EXCEPT FOR FENCES, ALL ACCESSORY USES AND STRUCTURES MUST BE LOCATED IN SIDE OR REAR YARDS AND MUST BE LOCATED AT LEAST THREE FEET FROM SIDE OR REAR PROPERTY OR EXTENSIONS WITH EASEMENT OR BUFFER LINES THAT MAY EXIST. FENCES ON CORNER LOTS MAY BE NO CLOSER THAN 15' TO THE ROAD RIGHT OF WAY.

TO ALLOW STORMWATER RUNOFF TO FLOW FREELY, HOMEOWNERS SHALL MAINTAIN TOPOGRAPHICAL ELEVATIONS IN SWALES THAT ARE LOCATED ON THEIR PROPERTY. NO OBSTRUCTIONS OR STRUCTURES ARE ALLOWED IN EASEMENTS.

THE RESTRICTIONS ABOVE ARE GENERAL IN NATURE. BEFORE CONSTRUCTION OF ANY PERMANENT IMPROVEMENTS LOT OWNERS SHOULD CONSULT BAY COUNTY ZONING REGULATIONS AND THE DECLARATION OF COVENANTS AND RESTRICTIONS OF CEDAR PARK THAT ARE RECORDED IN THE PUBLIC RECORDS OF BAY COUNTY, FLORIDA.

CENTERLINE CURVE TABLE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	CENTRAL ANGLE	TANGENT
C1	62.00	94.25	84.95	S 44°42'54" E	90°09'00"	60.00
C2	30.00	47.12	42.43	S 45°17'06" W	90°00'00"	30.00

RIGHT OF WAY CURVE TABLE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	CENTRAL ANGLE
C3	50.00	141.37	127.20	S 44°42'54" E	90°00'00"
C4	17.00	26.70	24.04	S 44°42'54" E	90°00'00"
C5	17.00	26.70	24.04	N 45°17'06" E	90°00'00"
C6	30.00	47.12	42.43	S 44°42'54" E	90°00'00"
C7	17.00	26.70	24.04	S 45°17'06" W	90°00'00"
C8	17.00	26.70	24.04	S 44°42'54" E	90°00'00"

LOT CURVE TABLE

CURVE	RADIUS	ARC	CHORD	CHORD BEARING	CENTRAL ANGLE
C9	90.00	9.69	9.68	S 03°43'55" E	6°12'01"
C10	90.00	58.29	57.27	S 24°26'06" E	37°06'22"
C11	90.00	58.29	57.27	S 61°32'28" E	37°06'22"
C12	90.00	15.11	15.09	S 84°54'16" E	9°37'16"
C13	60.00	40.60	40.02	N 61°54'34" E	38°57'42"
C14	60.00	43.78	42.82	N 21°11'24" E	41°48'37"
C15	210.00	22.60	22.58	S 03°43'55" E	6°12'01"
C16	290.00	136.00	133.64	S 24°26'06" E	37°06'22"
C17	210.00	136.00	133.64	S 61°32'28" E	37°06'22"
C18	290.00	35.26	35.22	S 84°54'16" E	9°37'16"

EXHIBIT 3

MAINTENANCE BOND

Bond No. **21BCSHM0817**

KNOW ALL MEN BY THESE PRESENTS:

That we, **PIPELINE ROAD, INC.** as the Principal, and **HARTFORD FIRE AND INSURANCE COMPANY**, as Surety, are held and firmly bound unto **BAY COUNTY BOARD OF COUNTY COMMISSIONERS** as Obligee, in the penal sum of **FIFTY-THREE THOUSAND Dollars & 00/100** ($53,000.00)**, for the payment whereof said Principal and Surety bind themselves, jointly and severally, as provided herein.

WHEREAS, Principal has obtained from Obligee a Plat for Cedar Park Subdivision – Phase II, and has completed certain improvements, to this property.

NOW, THEREFORE, the condition of this obligation is such that, if Principal shall remedy any defects due to faulty materials or workmanship, and pay for any damage to other work resulting therefrom, which shall appear within a period of **THREE (3) year(s)** from the date of substantial completion of the work defined, then this obligation is to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that Principal any suit under this bond shall be commenced no later than one (1) year from the expiration date of the Maintenance Period; provided, however, that if this limitation is prohibited by an law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law and said period of limitation shall be deemed to have accrued and shall commence to run on the expiration date of the Maintenance Period.

SIGNED and sealed this 9th day of MARCH, 2017 .

PIPELINE ROAD, INC.
Principal

By: _____
John W. Lewis, President

HARTFORD FIRE AND INSURANCE COMPANY
Surety

By: _____
D.W. MATSON III, Attorney-In-Fact

POWER OF ATTORNEY

Direct Inquiries/Claims to:
THE HARTFORD
BOND, T-4
690 ASYLUM AVENUE
HARTFORD, CONNECTICUT 06115
call: **888-266-3488** *or fax:* **860-757-5835**
Agency Code: 21-223781

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- [X] **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [X] **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- [ ] **Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- [ ] **Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- [ ] **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- [X] **Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of unlimited:***

D.W. Matson III, John W. Charlton
of
Coral Gables, FL

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on July 21, 2003 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Paul A. Bergenholtz, Assistant Secretary

David T. Akers, Assistant Vice President

STATE OF CONNECTICUT
COUNTY OF HARTFORD } ss. Hartford

On this 4th day of August, 2004, before me personally came David T. Akers, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hampden, Commonwealth of Massachusetts; that he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.

Scott E. Paseka
Notary Public
My Commission Expires October 31, 2007

CERTIFICATE

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of 9TH day of MARCH , 2017.

Signed and sealed at the City of Hartford.

Gary W. Stumper, Assistant Vice President

Bay County Board of County Commissioners
Agenda Item Summary

Ironman Gulf Coast 70.3 Route Authorization

DEPARTMENT MAKING REQUEST/NAME:
Tourist Development Council, Dan Rowe, Executive Director

MEETING DATE: 4/18/2017

REQUESTED MOTION/ACTION:
Board to authorize the use of County road rights-of-way on Saturday, May 13, 2017 for the Ironman Gulf Coast 70.3 triathlon.

AGENDA
Tourist Development Council - Consent

BUDGETED ITEM? N/A
BUDGET ACTION:
N/A
FINANCIAL IMPACT SUMMARY STATEMENT:
N/A

BACKGROUND:
The Bay County Tourist Development Council (TDC) requests that the Bay County Board of County Commissioners authorize the use of the County road rights-of-way for the Ironman Gulf Coast 70.3 triathlon (May 13, 2017). This race was formally known as the "Gulf Coast Triathlon." The race generates demand for Panama City Beach as a tourist destination and is important to the TDC's sports marketing program.

The race includes swim, bicycle and run components that follow a similar race course. The race course has been approved by Bay County Public Works and are attached **(EXHIBIT 1).**

The race organizer agrees to provide a Certificate of Insurance naming the Bay County Board of Commissioners as an additional insured, and a Hold Harmless Agreement, in advance of the race.

ATTACHMENTS:

Description	Type
Res1747IronmanGulfCoast703	Exhibit

RESOLUTION NO. 17-47

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA RELATED TO THE "IRONMAN GULF COAST 70.3"; AUTHORIZING TEMPORARY CLOSURE OF PORTIONS OF MIDDLE BEACH ROAD AND RICHARD JACKSON BLVD. ON SATURDAY, MAY 13, 2017; AUTHORIZING CAREFUL TRAFFIC CONTROL AND EXTRAORDINARY USAGE OF PORTIONS OF FRONT BEACH ROAD AND SR 79 ON MAY 13, 2017, FOR THE EVENT; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

WHEREAS, the Ironman Florida is hosting the Ironman Gulf Coast 70.3, previously known as the Gulf Coast Triathlon, a swim, 13.1 mile run and 56 mile bike event (the "Event") on Saturday, May 13, 2017 in Panama City Beach; and

WHEREAS, the Event necessitates careful traffic control and extraordinary usage of Richard Jackson Blvd, Front Beach Road, Middle Beach Road, and State Road 79, in the corporate limits of Panama City Beach.

NOW, THEREFORE, be it resolved by the City of Panama City Beach that:

1. Richard Jackson Blvd. between Middle Beach Road and Front Beach Road shall be closed to vehicular traffic for the Event during the hours of 9:00 A.M. and 4:00 P.M. on Saturday, May 13, 2017.

2. During the hours of 9:00 A.M. and 4:00 P.M. on Saturday, May 13, 2017, all vehicular traffic shall be rerouted or otherwise controlled on certain sections of Middle Beach Road, Front Beach Road west to SR 79, and SR 79 north to the City limits, per the attached maps which accompany this Resolution to accommodate the Event.

3. This Resolution shall take effect immediately upon its passage.

PASSED,APPROVED AND ADOPTED IN ~~SPECIAL~~ Regular (LJS) SESSION THIS this 12th day of January, 2017.

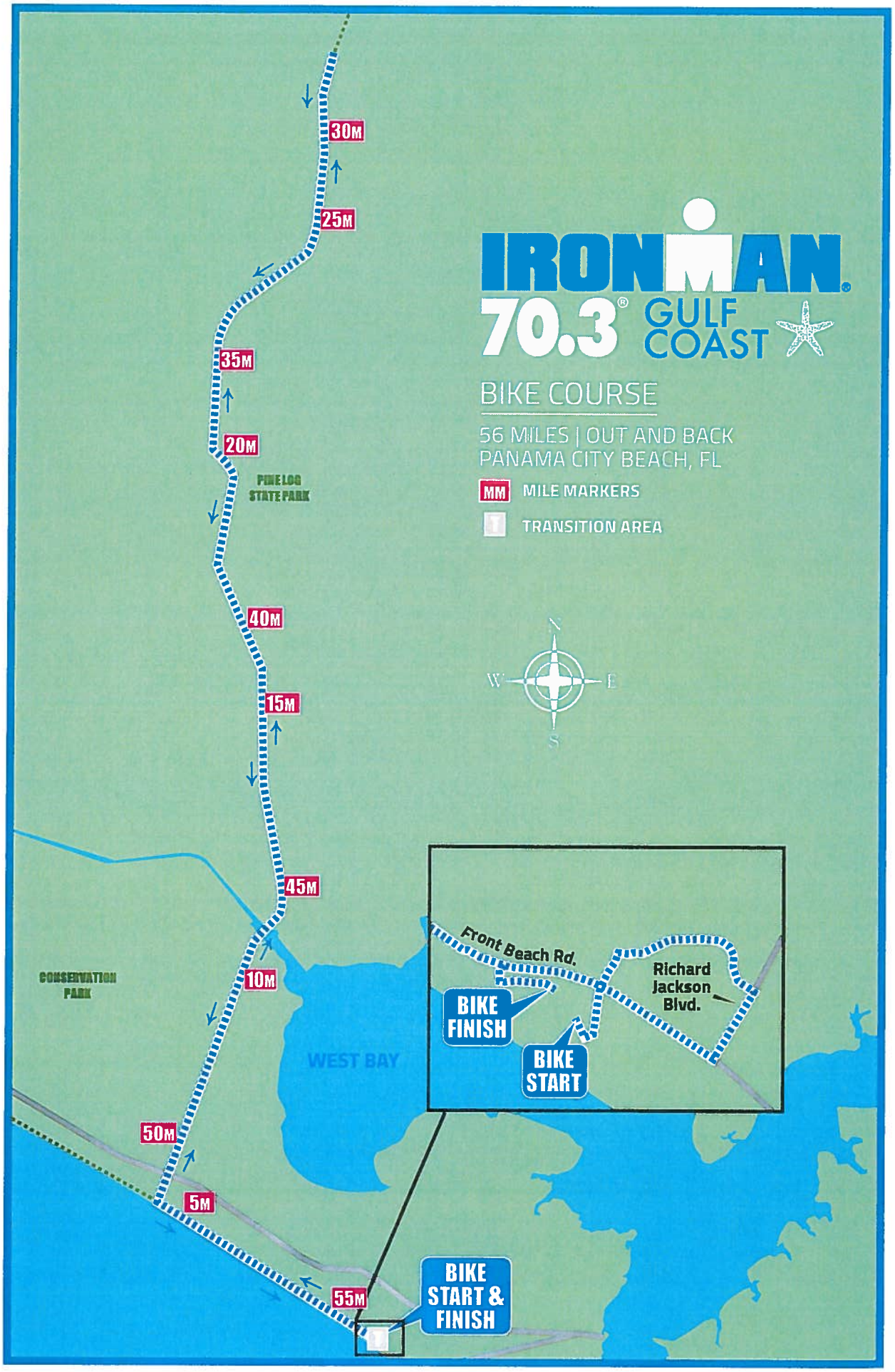
CITY OF PANAMA CITY BEACH

By: _____
Mike Thomas, Mayor

ATTEST:

_____
Diane Fowler, City Clerk

IRONMAN
70.3 GULF COAST
RUN COURSE
13.1 MILES | 3 LOOP
PANAMA CITY BEACH, FL
MM 1st LOOP MILE MARKERS
MM 2nd LOOP MILE MARKERS
MM 3rd LOOP MILE MARKERS
Pennel St.
Pennel St.
Hibiscus St.
Fernwood St.
Gardenia St.
Laurel St.
Clara Ave.
Kukla Dr.
30H
30H
Middle Bead Rd.
Alf Coleman Rd.
Front Beach Rd.
Alf Coleman Rd.
Grand Panama Blvd
Front Beach Rd.
Hutchison Blvd
Richard Jackson Blvd
2M
6M
10M
12M
8M
4M
RUN START
RUN FINISH


IRONMAN
70.3® GULF COAST
BIKE COURSE
56 MILES | OUT AND BACK
PANAMA CITY BEACH, FL
MM MILE MARKERS
TRANSITION AREA
N
W
E
S
30M
25M
35M
20M
PINE LOG STATE PARK
40M
15M
45M
10M
CONSERVATION PARK
WEST BAY
50M
5M
55M
BIKE START & FINISH
Front Beach Rd.
Richard Jackson Blvd.
BIKE FINISH
BIKE START

Jo Smith

To: Cindy Kittler,Harrison Sale
Cc: Amy Myers
Subject: FW: IMGCT Course Maps
Attachments: IM703GulfCoast_Run_2017_web.pdf; IM703GulfCoast_Bike_2017_web.pdf

Ladies-
This will be road usage, not closure. It used to be the Gulf Coast Triathlon

From: Mario Gisbert
Sent: Thursday, January 5, 2017 8:59 AM
To: Jo Smith <jsmith@pcbgov.com>
Cc: rsanders@visitpanamacitybeach.com
Subject: FW: IMGCT Course Maps

Please add to the next PCB City Council Meeting agenda for the road closure.

Thank you,

Mario Gisbert
City of Panama City Beach
City Manager
110 South Arnold Road
PC Beach, FL 32413
Office: 850.233.5100
Cell: 850.258.6179
Fax: 850.233.5049
MGisbert@pcbgov.com
www.pcbgov.com

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From: Richard Sanders [mailto:rsanders@visitpanamacitybeach.com]
Sent: Wednesday, January 04, 2017 2:20 PM
To: Mario Gisbert
Subject: FW: IMGCT Course Maps

Mario,

Will you look this info over and let's meet to discuss at your convenience?

Richard Sanders
Vice President of Sports & Events | Visit Panama City Beach

850.233.5070
800.PCBeach
VisitPanamaCityBeach.com

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NOTICE: This message is intended only for the use of the individual or entity to which it is addressed. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please immediately reply to the sender that you have received this communication in error, then delete it. Thank you

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From: Ben Rausa [mailto:Ben.Rausa@ironman.com]
Sent: Wednesday, January 04, 2017 12:28 PM
To: Richard Sanders; Chris O'Brien
Cc: Ben Rausa; Tom Ziebart
Subject: FW: IMGCT Course Maps

Good Morning / Happy New Year Richard,

Here are the proposed course maps for IRONMAN Gulf Coast 70.3 We are doing our best to think of a course that has less impact on fewer residents and this seems to work. With the construction behind the Burger King (last years run course) and the continued impact on the existing course for IRONMAN Florida and the Panama City Beach Marathon we think this will bring some relief to the residential neighborhood both these events used.

As you know I've had a conversation with Chief Whitman and he seems to be alright with this course and requested I speak to FDOT, which i did. Lisa at FDOT wanted something from the City of Panama City Beach approving the use of Middle Beach Road and the lane closure. As is our normal operation we can coordinate, prepare traffic impact notices for all local residents that will be most impacted by the event. The entire event as it has in previous years will begin at or about 6 am and be completely finished by 5 pm. Our intentions are to use the walk over (at Edgewater Properties) so we will not be stopping traffic at this point, both for the bike and the run courses.

Right now I need to ask for some help from you. We are wanting to post these course maps to our web site for the athletes. We have about 1000 registered athletes at this time but some are hesitant to register until they see some course maps. We still feel we will exceed 1500 this year and are at a great pace at

this time. Can you please talk with Mario and members of the the Panama City Beach City Council to get their thoughts on these courses. I would like to post the course maps as soon as possible with your approval.

I would like to get on a call with you as soon as possible as well. I am out of town until the end of January and would like to talk this week or next, your thoughts ???

Thank You so much for everything you do .... PLEASE SEE BELOW EMAIL

Below is the email I sent to Lisa at FDOT and her response. I really think these courses are best for the event as well as the community. We will manage everything just like we do at IRONMAN.

Please see the below correspondence with Lisa Ward from the FDOT Office and let me know what you think.

From: Ward, Lisa <Lisa.Ward@dot.state.fl.us>
Sent: Thursday, December 8, 2016 3:26 PM
To: Ben Rausa
Cc: Tom Ziebart; Huff, Norma
Subject: RE: IRONMAN Gulf Coast 70.3

We will need something from the City of Panama City Beach stating that they support and approve of run part of this event along SR 30 (Front Beach Rd.) and SR 392 (Middle Beach Rd.).

Lisa C. Ward
Permits Manager
FDOT Panama City/Marianna Operations
Permits Office
(850) 767-4914 or (850) 718-3823 phone
(850) 767-4942 or (850) 718-3831 fax

From: Ben Rausa [mailto:Ben.Rausa@ironman.com]
Sent: Friday, December 02, 2016 7:29 AM
To: Ward, Lisa; Huff, Norma
Cc: Tom Ziebart; Ben Rausa
Subject: IRONMAN Gulf Coast 70.3

Good Morning,

Thank you so much for taking my call the other day. As you know I direct the IRONMAN Florida event in November. We have now acquired the Gulf Coast Triathlon, now being identified as the IRONMAN Gulf Coast 70.3. With its rich history to our area we maintained the name and the date in which we will have the event, this year May 13, 2017, Mother's Day weekend. The event will be in its 35th year and are proud to be part of this event. We have always helped out with this event and it only made sense for us to step in when the event started getting smaller.

With that said we have considered many courses and wanted to give some relief to the area which is used so much by IRONMAN and other running events. Our host is now the Edgewater Beach Resort at 11483 Front Beach Road. At this property we are able to use a walk over to cross Front Beach Road without stopping or delaying traffic in either direction and would like to use this for our bike and run portion of the event.

The bike course will travel west on Front Beach Road to Highway 79 north to approximately 7 miles north of Ebro and return to the Edgewater Property via Highway 79 South and Front Beach Road (bike course map attached). The run course on the other hand is entirely new to this event (run course map attached). Again we will be using the walk over on Front Beach Road and then proceeding to Richard Jackson Blvd turning right and then making a right turn onto Front Beach Road (using the shoulder) all the way to the intersection of Front Beach Road and Middle Beach Road and turning right. We will proceed back to Richard Jackson Blvd and repeat 2 more times. I will be submitting a request to close a 1.91 mile stretch on Middle Beach Road. At the point of closure there are 2 east bound lanes, the request will only be the right lane (east bound) from the intersection of Front Beach Road / Middle Beach Road to Richard Jackson Blvd. This is the safest course we can provide with minimum impact to local residents. The hours will be limited, from approximately 9am to 4pm on Saturday May 13, 2017.

The intent of this email is for you to evaluate the request and inform us of the possibility of its approval. If you would please consider this and let me know what it will take to process this request. I will formerly process the paperwork after your evaluation of this course. I have met with the Tourist Development Council and the Chief of the Panama City Beach Police and they are in agreement that this course is the safest and has the least impact on the residents in the immediate area. There will be law enforcement throughout the course to assist vehicular traffic throughout the event. Traffic impact notices will be used to advise the residents of the course and the times runners will be on course. Approved traffic patterns will be established as per FDOT and local authorities. We have also met with the Edgewater HOA and they have approved our request as it pertains to their property.

Thank You so much for looking at this in advance of our formal requests.
Please let me know of any questions you may have
Very Respectfully
Ben Rausa

Benjamin H Rausa Jr
IRONMAN Gulf Coast 70.3
IRONMAN Florida
Race Director

IRONMAN®
2701 North Rocky Point Dr | Suite 1250
Tampa, FL 33607
P: 850.774.6221
ben.rausa@ironman.com
ironman.com

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From: Ben Rausa
Sent: Sunday, December 4, 2016 6:08 AM
To: Ben Rausa
Subject: IMGCT Course Maps

Benjamin H Rausa Jr
IRONMAN Gulf Coast 70.3
IRONMAN Florida
Race Director

IRONMAN®
2701 North Rocky Point Dr | Suite 1250
Tampa, FL 33607
P: 850.774.6221
ben.rausa@ironman.com
ironman.com

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CITY OF PANAMA CITY BEACH
AGENDA ITEM SUMMARY

1. DEPARTMENT MAKING REQUEST/NAME:
ADMINISTRATION

2. MEETING DATE:
JANUARY 12, 2017

3. REQUESTED MOTION/ACTION:
Consideration of Resolution 17-47 for extraordinary traffic control on portions of Richard Jackson Blvd., Middle Beach Road, Front Beach Road and SR 79 on Saturday, May 13, 2017.

4. AGENDA

PRESENTATION	☐
PUBLIC HEARING	☐
CONSENT	☑
REGULAR	☐

5. IS THIS ITEM BUDGETED (IF APPLICABLE)? YES ☐ NO ☐ N/A ☑
BUDGET AMENDMENT OR N/A

DETAILED BUDGET AMENDMENT ATTACHED YES ☐ NO ☐ N/A ☑

6. BACKGROUND: (WHY IS THE ACTION NECESSARY, WHAT GOAL WILL BE ACHIEVED)

The Ironman Gulf Coast 70.3, previously known as the Gulf Coast Triathlon, will be held on May 13, 2017.

The event necessitates careful traffic control and extraordinary usage of Front Beach Road, State Road 79, Richard Jackson Blvd. and Middle Beach Road in the corporate limits of Panama City Beach.

Staff recommends approval.

Bay County Board of County Commissioners
Agenda Item Summary

Amendments to Chapters 24 and 29 of the Land Development Regulations - First Reading

DEPARTMENT MAKING REQUEST/NAME:
Community Development - Martin J. Jacobson, Director

MEETING DATE: 4/18/2017

REQUESTED MOTION/ACTION:
Board to conduct a first legislative public hearing to consider a proposal to amend Chapter 24, Drainage/Stormwater Management, and Chapter 29, Subdivisions, of the Bay County Land Development Regulations.

AGENDA
Community Development - Public Hearing

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

BACKGROUND:
Staff is proposing amendments to Chapter 24, Drainage/Stormwater Management, and Chapter 29, Subdivisions, of the Bay County Land Development Regulations (LDRs).

Since the adoption of the LDRs in September 2004, the County has approved only minor amendments to Chapters 24 and 29. And since their original adoption, changes have been made in Florida Statutes, lack of details were recognized, difficulties were identified in administering the ordinances, typographical errors were found, and text that is vague or imprecise identified.

To remedy these issues, text amendments to these chapters are proposed. Our intent in this update is to provide streamlined and customer-friendly language to implement stormwater management and subdivision regulations. In an effort for inclusiveness and to involve those most affected by these changes, staff reached out to the design engineering community who responded with valuable comments and suggestions **(Exhibit 1)**. The comments received were addressed by making further changes and additional clarifications.

Amendments to Chapter 24 are generally minor in nature dealing with updated references to the Florida Administrative Code and the addition of improved detailing on stormwater attenuation and dry and wet retention and detention systems.

By contrast, amendments to Chapter 29 are more substantial. These changes include making it clear that subdivision approvals are a two-step process: i) obtaining a Subdivision Development Order, and ii) Platting. The Chapter is also reorganized to illustrate the subdivision process is a linear progression of events. The amendment also includes a section containing the minimum

requirements and standards for Townhouse Subdivisions. Subdivision improvements testing and inspections are consolidated into one section and streamlined.

On March 16, 2017, the Bay County Planning Commission conducted a public hearing to consider these amendments. At the conclusion of that hearing, the Commission voted unanimously to forward a recommendation to your Board to approve the proposed amendments.

For your consideration, the proposed amendments are presented in legislative format with deleted language shown in strikeout and new language in bold underline **(Exhibit 2)**.

Staff recommends your Commission:

1. Conduct a legislative public hearing, and
2. Continue consideration of this matter to your next regularly scheduled meeting on May 2, 2017.

ATTACHMENTS:

Description	Type
Exhibit 1 - Comments from Design Engineers	Cover Memo
Exhibit 2 - Proposed Text Amendments	Cover Memo

Martin Jacobson

From: Sean McNeil <smcneil@mcneilcarroll.com>
Sent: Thursday, December 08, 2016 1:31 PM
To: Martin Jacobson
Cc: Sklarski, Jonathan; Dexter Gortemoller; mail@buchanan-harper.com; Panhandle Engineering
Subject: RE: Proposed text amendments to the LDRs

Thank you for including design engineers in the proposed amendments. I offer the following comments:

Section 2407. 1. i.: Would prefer not to have the boring location shown on the plans, the drainage report will depict location. My opinion is the design permit/construction plans are for construction; supporting documentation for the plans are found elsewhere.

Section 2407. 1. l.: 'property' should be 'properly'. Insert 'adversely' to read as not 'adversely' impact... Change last sentence to "Pre- and post-construction drainage patterns should be included for the development, including any off-site runoff impacting the project site."

Section 2407. 3. c.: insert 'and/or upstream' to read as downstream 'and/or upstream' flooding

Chapter 29: General comment – townhouse developments should not be required to have rights of way; i.e., townhouses have common area drives that are not platted as rights of way. Townhouse developments are essentially land divisions within common property areas (similar to condominium or multi-family apartments). You could add some language in Section 2904. 4. Remove all references to right of way requirements for townhouse developments.

Section 2905. 2. g: Add sentence "If a 6-inch curb or curb/gutter is used, then the minimum finished floor elevation should be a minimum of 18-inches above centerline of the roadway."

Section 2905. 4. b.: replace 'to manage the construction and inspection of proposed improvements' with 'to inspect or observe the proposed improvements'. Engineers do not normally 'manage' construction. Also, the 'Engineer of Record' should be replaced with 'Florida licensed Professional Engineer'. Contractors/developers can hire another P.E. to provide certifications/inspections/etc. The EOR could be misconstrued as the design engineer. Continue this change throughout this section.

Section 2908. 1.d.: Increase 15% to 20%. The estimated costs of the construction could be not as accurate as true costs (unforeseen conditions).

Section 2911: Remove rights of way requirement. Similar to townhouse developments, commercial developments may have private drives not needing rights of way.

Section 2915. 7.: Increase 110% to 120%.

Section 2915. 8.: Delete this section, I believe this is not consistent with Florida Statutes. Purchasing a property prior to platting would be a private matter between the purchaser/seller.

Section 2916. 5. k.: This may be difficult – suggest change that all adjacent property owners have been notified. Does 'silence mean consent'?

Again, thank you for including us. Please let my comments be known to the Planning Commission.

v/r

Sean McNeil, P.E.
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From: Martin Jacobson [mailto:mjacobson@baycountyfl.gov]
Sent: Thursday, December 08, 2016 8:06 AM
To: Sean McNeil; Sklarski, Jonathan (JSklarski@Dewberry.com); Dexter Gortemoller (dexterg@gorteng.com); 'mail@buchanan-harper.com'; Panhandle Engineering
Subject: Proposed text amendments to the LDRs

County staff is proposing to amend Chapter 24, Drainage/Stormwater Management, and Chapter 29, Subdivisions, of the Bay County LDRs. Attached for your review are drafts of the two chapters. We have tentatively scheduled a public hearing for the Planning Commission to consider the amendments on January 19, 2017, at 1:30 p.m. Feel free to contact me if you have any questions or comments.

Please feel free to share this material with your colleagues whose email addresses I do not have.

Martin J. Jacobson, AICP
Community Development Director
Bay County, Florida
850-248-8250

Please Note: Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing.

Martin Jacobson

From: Richard Zion <rzion@gorteng.com>
Sent: Friday, December 09, 2016 9:16 AM
To: Martin Jacobson
Cc: 'Brad M. Harris'; 'Dexter Gortemoller'
Subject: RE: Proposed text amendments to the LDRs

Mr. Jacobson,

Good morning. Thank you for letting us review the proposed amendments. I offer the following comment.

Section 2407. 4. b. iv.: "Percolation rates" shouldn't solely be obtained by Double Ring Infiltrometer (DRI) testing. Site specific field geotechnical conditions should determine the appropriate methodology for obtaining the soil's hydraulic conductivity properties. DRI data is influenced not only by a soil's gradation properties but also a site's groundwater condition. Test results can be erroneous and inflated (less conservative) under certain types of geotechnical conditions that are common in Bay County.

The FDEP and NWFWMD offer reasonable guidance for collecting field hydraulic conductivity data within the Environmental Resources Permit (ERP) Applicants Handbook Volume II, References and Design Aids. Additional guidance can be found in the FDOT's Soils and Foundations Manual (current edition). I would suggest revising the requirement to meet FDEP/NWFWMD standards. I would also suggest that field hydraulic conductivity (FHC) values should also be supported by minimal geotechnical laboratory soil index/classification testing (i.e. visual-manual classification, #200 wash, grainsize analysis, etc.). Some of the FHC methods are more appropriate to use under certain field conditions and can be more cost effective than a DRI.

Thank you again for the opportunity to review the proposed amendments. Have a good day.

Best Regards,

Richard D. Zion, P.E., P.G.
Gortemoller Engineering, Inc.
5 Miracle Strip Loop, Suite 16
Panama City Beach, Florida 32407

Phone: 850.249.2425
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Email: rzion@gorteng.com

From: Sean McNeil [mailto:smcneil@mcneilcarroll.com]
Sent: Thursday, December 08, 2016 1:31 PM
To: Martin Jacobson <mjacobson@baycountyfl.gov>
Cc: Sklarski, Jonathan <JSklarski@dewberry.com>; Dexter Gortemoller <dexterg@gorteng.com>; mail@buchanan-harper.com; Panhandle Engineering <mail@panhandleengineering.com>
Subject: RE: Proposed text amendments to the LDRs

Thank you for including design engineers in the proposed amendments. I offer the following comments:

Martin Jacobson

From: Mike Harper <mharper@buchanan-harper.com>
Sent: Saturday, December 10, 2016 8:59 AM
To: Martin Jacobson
Cc: 'Sean McNeil'; JSklarski@Dewberry.com; dexterg@gorteng.com; Jim H. Slonina
Subject: RE: Proposed text amendments to the LDRs

Martin:

Thank you for allowing us to review and comment on the proposed changes. My thoughts and comments are as follows.

Chapter 24 – Drainage/Stormwater Management

1. Section 2402 & 2404: As you are aware, the FDEP ERP permitting requirements now include flood attenuation for certain projects. While the County has all ways required compliance with FDOT requirements, this only occurred on a relatively small percentage of projects and the type of analysis was similar to the County requirements. Consequently, performing the FDOT and County analysis was not a substantial additional burden due to the infrequency. The ERP requirements add an additional requirement for flood attenuation in most cases and the type of analysis differs from the County requirements. As a result, we think it appropriate for the County to consider allowing satisfaction of the FDOT or ERP attenuation requirements to satisfy the County requirements. My recommendation would be that language be added to Section 2404 similar to the following.

   Section 2404.8 – For projects that meet the requirements of FAC 62-330 for water quality and FAC 62-330 for flood attenuation and streambank protection or FAC 14-86 for flood attenuation, at the option of the applicant compliance with such may be used in lieu of the requirements of this Chapter. When used, approved permits from the appropriate agency will be required prior to issuance of a final Development Order.

   Obviously, the ERP exemption could only be used if the project meet the thresholds and includes both flood attenuation and streambank protection. Otherwise, the project would need to meet County requirements. The requirements of each exceeds the County requirements and by allowing such the County would reduce the regulatory burden without any reduction in protection to the public. Additionally, if desired, the County could rely upon the review and approval of the other agencies and would not have to perform an additional stormwater management review unless desired. We understand that even if the exemption was allowed in certain instances the County would probably want to review the project, especially in areas with known problems or for larger projects. However, for routine projects this would alleviate the County's burden to review stormwater.

2. Section 2407.1.i : We believe the requirement to add geotechnical borings and high water table information to the construction plans should be reconsidered. This adds an additional level of information to the plans and the information is contained within the geotechnical reports. In our opinion, the goal should all ways be to limit information on construction plans to only the information needed by the Contractor so that the plans remain as simple and clean as possible.

3. Section 2407.4.b.i : The proposed change modifies the intent of the section and renders it ineffective. When I drafted this provision, the intent was that 10% could be used in lieu of the 3" to cover unusual circumstances not as a means to add a volume safety factor to the requirements. In my opinion, the safety factor is appropriately determined by the 25-year frequency analysis. If this is insufficient, then increase the frequency to a greater storm. By adding additional requirements, we lessen the meaning of the analysis frequency. Consequently, I recommend deletion of the 10% requirement and using an appropriate construction tolerance depth such as 3". The additional advantage is that it makes computation and review simpler.

4. Section 2407.4.b.v: Firstly, the term "breaching" in the 3rd line would need to be replaced with overtopping for the section to be consistent. By using the term breaching in the first sentence and overtopping in the second, once could question whether or not overtopping was allowed if it could be demonstrated that such would not breach the berm. I don't think this was the intent. While I think this may be appropriate in circumstances where overtopping would have an adverse impact on adjacent properties, I would not have such concern where adjacent properties would not be affected such as a facility adjacent to the Bay. Not sure of the best solution. Perhaps changing to prohibition of overtopping unless overtopping would not adversely affect adjacent properties and the berm crest is consistent with the requirements of Section 6.20 of the US BOR Design of Small Dams, 3rd Edition, or a stability analysis is provided.

Chapter 29 – Subdivisions

1. Section 2902.2.c: Not sure of the intent of adding residential. Why would it matter if it was not residential.

   My opinion on the subject of subdivisions, which is consistent in this and the following comments, is based on the historical intent for subdivisions in that they are a convenience for the conveyance of land so that rather than having a long meets and bounds legal description one could use a simple description such as Bay Point Unit 1, Lot 1. For the public, this is more important with regard to residential subdivisions than for non-residential land. Additionally, the adoption of a plat is a costly time consuming process. We are seeing that more and more governmental entities are moving towards platting every division of land. We think this is a dangerous and short sighted position. I don't believe the County is at this point, but should be considerate of such. In circumstances where every lot split requires a plat, you can wind up with multiple plats on top of plats. This is certainly not a convenience, but a burden for both the public and government as it introduces the possibility for land title error. My recommendation would be that for non-residential land, the County consider that a plat is not all ways the best solution for every circumstance and in some cases is more cumbersome than using meets and bounds descriptions. I would urge the County to consider adding a provision where for non-residential lands the County could allow division by meets and bounds description when in the County's opinion this was the best alternative. This would add flexibility and not obligate the County to allowing such.

2. Section 2904.2.g: Note that the centerline requirement applies only when a portion of the subdivision is within a flood zone. Not sure that was the intent. I prefer the use of centerline, but the standard could be the edge of pavement or top of curb. Do not recommend mixing. Recommend using one or the other. Suggest adding "adjacent" in front of roadway in the last sentence. Also, is this one foot above the highest adjacent centerline elevation or the lowest adjacent centerline elevation. Additionally, based on the wording, the requirement for 1' above the centerline of the roadway would apply to residential and commercial property regardless of the distance from the roadway or drainage of the property. My concern is that for commercial lands that have a stormwater management system and do not drain to the road this may not be a reasonable requirement. For example, if the adjacent roadway is substantially higher than the property and the property drains away from the road, this provision may require the addition of a couple of feet of unnecessary fill. My recommendation for rewording the section is as follows.

   Section 2904.2.g: When any portion of the subdivision is within a mapped special flood hazard area/zone, identify the finished floor elevation for each lot which shall be a minimum of one (1) foot above the base flood elevation.

   Section 2904.2.h: For lots where any portion of the building drains to the street, the finished floor elevation for the lot shall be a minimum of one (1) foot above the lowest adjacent centerline of the roadway.

3. Section 2905.1.l: Recommend adding "Exceptions shall be approved on a case by case basis." In certain unusual circumstances the only viable alternative to development of a property is a single road in and out that must terminate in a cul-de-sac and that road is longer than 1,000-feet. This is more likely to occur on the coast than inland. In those circumstances it would be preferable if Staff could evaluate the roadway and make a determination that this is the only viable alternative rather than having to apply for a variance.

4. Section 2905.1.m: The section only allows for a cul-de-sac meeting the included specifications. In certain instances, it may be appropriate to consider alternate end treatments such as hammer-heads or plan dead ends

if the road is more of a shared drive that only serves a few lots. To add flexibility, my suggestions would be to add "Exceptions shall be approved on a case by case basis." This would allow the County to consider alternatives for unique circumstances. Also, the referenced AASHTO Green Book contains a section on the requirements for alternate dead end streets so you already have a basis for such in the code.

Section 2907: This section requires showing environmental protection features on the plat. I understand the intent is to advise the public, but the purpose of the plat is for conveyance and dedication of land. By nature the contents of the plat are intended to be perpetual. These environmental features are not perpetual and are subject to change and we don't believe that such should be on the plat. If it is imperative that these features be recorded then our preference would be that an additional sheet be recorded along with the plat that contains these features to keep them separate from the plat. At a minimum, we would recommend allowing the separate sheet that contains the features as an option of the plat process.

Again, thank you for allowing us to comment.

Michael W. Harper, PE
mharper@buchanan-harper.com

BUCHANAN & HARPER, INC.

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Panama City, Florida 32401
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From: mail@buchanan-harper.com [mailto:mail@buchanan-harper.com]
Sent: Thursday, December 8, 2016 8:19 AM
To: mharper@buchanan-harper.com
Subject: FW: Proposed text amendments to the LDRs

From: Martin Jacobson [mailto:mjacobson@baycountyfl.gov]
Sent: Thursday, December 08, 2016 8:06 AM
To: Sean McNeil; Sklarski, Jonathan (JSklarski@Dewberry.com); Dexter Gortemoller (dexterg@gorteng.com); 'mail@buchanan-harper.com'; Panhandle Engineering
Subject: Proposed text amendments to the LDRs

County staff is proposing to amend Chapter 24, Drainage/Stormwater Management, and Chapter 29, Subdivisions, of the Bay County LDRs. Attached for your review are drafts of the two chapters. We have tentatively scheduled a public hearing for the Planning Commission to consider the amendments on January 19, 2017, at 1:30 p.m. Feel free to contact me if you have any questions or comments.

Please feel free to share this material with your colleagues whose email addresses I do not have.

Martin J. Jacobson, AICP
Community Development Director
Bay County, Florida
850-248-8250

Martin Jacobson

From: Sklarski, Jonathan <JSklarski@Dewberry.com>
Sent: Tuesday, January 17, 2017 1:24 PM
To: Martin Jacobson
Subject: RE: Proposed text amendments to the LDRs

Good afternoon Martin,

I hope you are doing well. We appreciate you giving us the opportunity to review the proposed modifications to the Bay County LDR. I do apologize for the delay in providing you our feedback, we had several people involved in the review process. Please note the following comments/suggestions:

Chapter 24

Section 2407 3C – The design storm should be the 100 year critical design storm frequency event
Section 2407 4A – Include the NWFWMD SWERP Applicant's Handbook Volumes I & II as technical references.
Section 2407 4B.ii – Include a runoff coefficient for milled asphalt, which is currently being utilized frequently.
Section 2407 4B.iv – Utilize the word infiltration in liue of percolation.
Section 2407 4B.vii – A mounding analysis should be an acceptable alternative to providing 2 feet separation from seasonal high water to bottom of pond.
Section 2407 4B – Include a guideline for establishing the permanent pool elevation for wet detention systems (i.e. 1 foot below seasonal high groundwater elevation).
Section 2407 4B – Include a guideline for fencing of stormwater management systems based on side slopes, depth, maximum impoundment.
Section 2407 4B – Include a guideline for minimum berm width at top of bank.

Chapter 29

Section 2905 (new) 1i – Specify whether sidewalks/bikeways are required on both sides of the roadway or just one side.
Section 2905 (new) 1k – All subdivision name signs shall be maintained by the homeowners association. Standard public roadway signage should be maintained by the County.
Section 2905 (new) 1l – In some instances this criteria cannot be met, should include "or reviewed on a case by case basis".
Section 2905 (new) 4b.i – Should use the word administer in liue of manage. Construction Management is much different than Construction Administration.
Section 2905 (new) 4b.i – The owner/developer single point of contact may not be the Engineer of Record in most cases, please remove this language.
Section 2905 (new) 4b.i – Please revise Engineer of Record to read a Licensed Florida Professional Engineer or Professional Engineer Licensed in the State of Florida.
Section 2905 (new) 4b.iv.b – Consider including a list of specific items to be shown on the as built survey.

Section 2905 (new) 4b.iv.e – Specify what pipes need to be videoed (i.e. gravity sewer, RCP, etc.)
Section 2905 (new) 4b.iv.h – Should read copies of all permit certifications.
Section 2905 (new) 4b.v – Revise Engineer of Record to read a Licensed Florida Professional Engineer or Professional Engineer Licensed in the State of Florida and specify what department to contact to request a final inspection.
Section 2910 (new) – Specify required roadway elevations within floodplains.
I have provided the proposed LDR modifications regarding final plats to my surveying department and will provide any comments/feedback that I receive.

Again, thank you for the opportunity to provide our comments/recommendations regarding the proposed modifications.

Have a great day.

Sincerely,

Jonathan M. Sklarski, P.E.
Senior Associate, Branch Manager
203 Aberdeen Parkway
Panama City, FL 32405
Direct Line 850.571.1200
Cell Phone 850.819.7094

From: Martin Jacobson [mailto:mjacobson@baycountyfl.gov]
Sent: Thursday, December 08, 2016 8:06 AM
To: Sean McNeil <smcneil@MCNEILCARROLL.COM>; Sklarski, Jonathan <JSklarski@Dewberry.com>; Dexter Gortemoller (dexterg@gorteng.com) <dexterg@gorteng.com>; 'mail@buchanan-harper.com' <mail@buchanan-harper.com>; Panhandle Engineering <mail@panhandleengineering.com>
Subject: Proposed text amendments to the LDRs

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Please feel free to share this material with your colleagues whose email addresses I do not have.

Martin J. Jacobson, AICP
Community Development Director
Bay County, Florida
850-248-8250

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SECTION 2401. **Purpose.** The purpose of this Chapter is to provide standards that will: reduce and/or prevent flood damage; protect surface waters from contamination caused by stormwater runoff; provide criteria for adequate drainage and stormwater management, and; promote established policies of the State relative to stormwater management and flood damage prevention.

SECTION 2402. **Applicable State Requirements.** In addition to meeting the requirements of this Chapter all development projects must comply with the provisions of Chapter ~~62-25, "Stormwater Discharge"~~ 62-330, "Environmental Resource Permitting (ERP)" and Chapter 14-86, "Drainage Connections" as found in the Florida Administrative Code (FAC). ~~No final Development Order may be issued until such time as applicable state permits have been obtained.~~

SECTION 2403. **Applicable Federal Requirements.** In addition to meeting the requirements of this Chapter, all development projects which result in land disturbance of equal to or greater than one acre must comply with the provisions of the National Pollutant Discharge Elimination Systems (NPDES) from the Environmental Protection Agency as found in 40 CFR Parts 122 and 123.

SECTION 2404. **Exemptions.** A development may be exempt from the requirements of this Chapter if the development qualifies under the following exemptions: Note: In no instances shall any development be exempt from Section 2405, "Obstruction of Drainage-Ways" and Section 2406, "Uncontrolled Stormwater Runoff".

1. Construction of a single-family, duplex, triplex, or quadraplex residential dwelling when such dwellings are not part of a larger, common plan of development (see Section 1803).

2. Construction of customary accessory structures to dwellings listed in paragraph 1 above creating 600 square feet or less of new impervious surface.

3. Development that discharges directly into a regional facility that included sufficient reserve for quality and quantity capacity for the new development as part of the original regional development plan.

4. Development that discharges directly into gulf or bay waters or estuaries will not require flood attenuation; however, compliance with water quality standards and siltation controls shall be required.

5. Performance of maintenance work on existing drainage, utilities, ditches, mosquito control canals or transportation systems, provided that such maintenance work does not alter the purpose, historical utilization and intent of the drainage system as constructed.

6. Agriculture activities~~, including~~ and forestry that are exempt from Chapter 40A-44, FAC, when best management practices are used.

7. Emergencies requiring immediate action to prevent substantial and immediate harm and danger to the public or environment. A report of any emergency action shall be made to the County as soon as possible.

SECTION 2405. Obstruction of Drainage-Ways. To the extent practicable, all development shall conform to the natural contours of the land with natural or man-made drainage-ways left unobstructed. The obstruction of natural or man-made drainage-ways is strictly prohibited.

SECTION 2406. Uncontrolled Stormwater Runoff. Except for historical drainage it shall be unlawful to discharge undirected or uncontrolled stormwater runoff caused by buildings, parking lots, roof overhangs, gutters, downspouts or other means from one property to another across any property line. No structure, building, parking lot, roof overhang, or other development shall be designed, constructed or maintained so as to discharge stormwater across or over any property line unless such discharge is part of an approved stormwater management or drainage system (e.g. ditches, swales, retention pond, etc.). Grading of lots, sites, or parcels shall be as specified in Section 230~~2~~ 3.

SECTION 2407. Drainage and Stormwater Management Plan. All development projects except for those listed in Section 2404 shall provide for adequate drainage and stormwater management. The term "adequate drainage and stormwater management" means the design and construction of drainage systems that will not cause flood damage to the property involved or surrounding properties, and will meet the criteria specified in Chapter ~~62-25~~ 62-330, FAC and the criteria specified herein. Specifically, drainage and stormwater management systems shall provide for maintenance of surface water quality and flood attenuation.

1. Drainage and Stormwater Management Plan Submittal. Owners or developers shall submit a proposed drainage and stormwater management plan signed and sealed by a Professional Engineer registered in the State of Florida. The Plan shall consist of engineering drawings, calculations, narrative etc., as necessary to provide the information required below.

   a. Name, address, and telephone number of the applicant.

   b. Location map and/or aerial photo of the development site, which clearly outlines project boundaries.

c. Boundary and topographic survey, including the location of all easements, rights of way, and Coastal Setback Line or Coastal Construction Control Line as appropriate.

d. Flood zone determination from the Flood Insurance Rate Maps.

e. Elevations of any flood zone along with the flood hazard boundaries shall be delineated on the drainage plans.

f. A description of pre-development hydrologic and environmental conditions.

g. Proposed stormwater management system features including the locations of inlets, swales, ponds, conveyance systems, easements, interconnection of wetlands and water flow to include the necessary elevations, etc.

h. The grading and drainage plan shall include existing and proposed finished grade contours at one (1) foot elevation intervals.

i. The location of each geotechnical boring shall be shown on the existing conditions and proposed grading/drainage plans along with the seasonal high-water table elevation.

~~h~~ j. Post development basin and sub-basin boundaries, including all on-site and off-site areas contributing to the site and the breakdown of the sub-areas contributing to each drainage structure in the internal stormwater collection system, where applicable.

~~i~~ k. Projected post-development stormwater runoff direction, volume, and flow rate, and before-and-after charts reflecting the volume and flow rate.

l. It shall be demonstrated in the stormwater analysis that all historical off-site drainage coming to the development site is being properly conveyed and/or managed across the development site so as to not adversely impact adjacent properties. Watershed maps are required to indicate pre- and post-construction drainage patterns for the development including any off-site runoff impacting the project site.

~~j~~ m. Design storm frequency/intensity calculations. Calculations shall consider the effects of tailwater and seasonal high

ground water elevation. The calculations shall provide a narrative on the determination of each.

2. Water Quality Protection Standards. The discharge of untreated stormwater can reasonably be expected to create a source of pollution to waters of the state and is therefore, subject to state regulations. All nonexempt development projects must be permitted as follows:

   a. Stormwater Treatment Requirements. Except as described in paragraph b, all drainage and stormwater management systems shall comply with requirements set forth in Chapter ~~62-25, FAC~~ 62-330, "Environmental Resource Permitting (ERP)."

   b. Ecosystem Management Areas: Deer Point Reservoir Protection Zone, Outstanding Florida Waters. Drainage and stormwater management systems which directly discharge to surface waters within Ecosystem Management Areas, Deer Point Reservoir Protection Zone, or Outstanding Florida Waters (OFW) shall include an additional 50% of treatment criteria ~~specified in Section 62-25.035(1)(b) or Section 62-25.040 or Section 62-25.042,FAC (OFW standards)~~.

3. Flood Attenuation (Water Quantity) Protection Standards. The potential for flood damage caused by development shall be attenuated as follows:

   a. At a minimum, all drainage and stormwater management systems shall provide facilities to attenuate a 25-year frequency storm event of a critical duration so that the post development stormwater peak discharge rate from all events shall not be greater than the predevelopment discharge rate for the critical duration event. The critical duration shall be defined as the storm event that when routed through the proposed facility results in the greatest post development discharge. The FDOT 1 hour, 2 hour, 4 hour, 8 hour, and 24 hour rainfall distribution shall be used to determine the critical duration.

   b. In addition to the above requirements, for those developments located within the basin of a regional stormwater plan, the stormwater facility shall consider the critical duration for the regional stormwater plan basin. The post development discharge for the stormwater facility shall

not exceed the predevelopment rate for the event equal in duration to the critical event for the regional stormwater plan basin.

c. Attenuation of a 100-year critical design storm frequency event is required by the County if downstream and/or upstream flooding was previously identified or the facility discharges within a basin without positive outfall.

4. Stormwater Management System Minimum Design Standards and Criteria. The purpose of this section is to provide approved methods that are available to the Engineer of Record for stormwater management system design.

a. Technical References. Standard and guidelines, which are found in the FDOT Drainage Manual, applicable FDOT Handbooks, FDOT Roadway and Traffic Design Standards, or other references accepted by the County Engineer, shall be considered part of this document. In addition, the following shall supersede or supplement the above-mentioned references.

b. Detention and Retention Ponds General Design Criteria. The purpose of the detention and retention ponds is to serve as a buffer to attenuate peak flows and/or excessive runoff volume from developed areas. Minimum criteria for detention/retention ponds shall be as follows.

i. A minimum of three (3) inches ~~or ten (10) percent of the total volume~~ will be provided as freeboard.

ii. Coefficient of runoff used shall be as follows: Roofed and paved areas = 0.95. Bodies of water and retention and detention ponds = 1.0. Swale and recharge areas = 0.7. Gravel = 0.6.

~~iii. Percolation rates utilized in stormwater calculations shall be factored rates obtained by field testing at an elevation near the bottom of the facility or as contained in the Bay County Soil Survey.~~

~~The preferred method of testing is the Double Ring Infiltrometer (DRI) using ASTM Standard Method D3385-75. The standard factor of safety applied to percolation rates shall be 2 for DRI tests, 3 for other field testing, and 4 for percolation rates as contained~~

~~in the Bay County Soil Survey. The use of different factors of safety shall be justified in the stormwater report and approved on a case by case basis by the County.~~

iii. A minimum of one (1) geotechnical boring is required with estimated seasonal high water table at each boring.

iv. For dry retention systems, infiltration rates shall be obtained by the Double Ring Infiltrometer (DRI) test, ASTM Standard Method D 3385. A minimum of one (1) DRI test is required per each retention pond. Each test shall be performed at or below the bottom of proposed ponds. The standard factor of safety applied to DRI percolation rates is 2.

v. The outfall structure of all stormwater facilities shall be capable of discharging the 100-year critical storm event without overtopping the pond banks; this is not a pre- versus post-attenuation requirement. The design engineer shall model the outfall structure and demonstrate that the stormwater facility will not be overtopped during each of these storm events.

~~iv~~ vi. Detention with filtration drains (i.e. side drains, etc.) may be used in special applications when approved by the County and shall use a factor of safety of three.

~~v~~ vii. The pond bottom for all dry ponds shall be a minimum of two feet above the seasonal high ground-water table.

~~vii~~ viii. Vegetated buffers may serve as water retention areas provided that the designated buffer area can accommodate the volume needed to attenuate stormwater run-off and meet other requirements.

ix. For wet detention systems, the control elevation shall be set at or above the normal on-site groundwater table elevation. This elevation may be determined by calculating the average of the seasonal high and season low groundwater table elevation. In areas where the seasonal low water is not determinable, using the seasonal high water table elevation minus one (1) foot is acceptable.

SECTION 2408. Drainage and Stormwater Management Plan Adherence, Dedication and Maintenance. Once approved, an applicant shall adhere to the drainage and stormwater management plan. Any amendments to the plan must be approved by the County.

1. Certifications. After completion of the project, the Florida Registered Engineer acting as an agent of the developer shall certify that control measures which make up the development's drainage and stormwater management system plan meet the water quality, flood attenuation, and erosion and siltation standards outlined in the plan prior to issuance of Certificate of Occupancy for Site Development Projects or Acceptance of Subdivision Project. If project requires an ~~FDEP stormwater~~ ERP permit, a copy of the completion certificate must also be provided.

2. Maintenance by an Acceptable Entity. If the storm-water management system is not dedicated to the County, the stormwater system shall be maintained by the owner or entity that has legal right to ensure that the drainage system performs so that the recovery rates and discharge quantity and quality standards remain the same as designed. Adequate drainage easements and rights-of-way access shall be provided to ensure maintenance.

3. Dedication and Maintenance by the County. If a stormwater management system approved under this Code will function as an integral part of the County maintained system, as determined by the County Engineer, the facilities shall be dedicated to and maintained by the County.

4. Drainage Easement Criteria. For stormwater systems dedicated to the County as defined in 3. above, all necessary drainage easements and rights-of-way shall be furnished at no expense to the Board of County Commissioners. Said easements shall be a width of not less than the surface width required of the drainage ditch plus a fifteen (15) foot berm to lie wholly along one side of the ditch. In the case of storm sewer, a minimum width of twenty (20) feet is required, and for a one-pipe system, a minimum width of fifteen (15) feet is required.

SECTION 2409. Connection Permit. Any development, except those exempt in Section 2404, which discharges stormwater into the County stormwater system, shall require a Bay County Stormwater Connection Permit. The development that generates the stormwater discharge must conform to the standards of this Chapter. Stormwater connection permits shall be obtained from

the Public Works Engineering Division at a fee as prescribed by the Board of County Commissioners.

SECTION 2410. **Illicit Discharge.** As required by the County NPDES Stormwater Permit, no person shall discharge into the County's municipal storm drain system or watercourses any materials or water containing any pollutants that cause a violation of applicable Federal or State water quality standards.

The commencement, conduct, or continuance of any illegal discharge to the storm drain system is prohibited except as described as follows:

> The following discharges are exempt from discharge prohibitions: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising ground water, ground water infiltration to storm drains, uncontaminated pumped ground water, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wet-land flows, swimming pools (if dechlorinated – typically less than one PPM chlorine), fire fighting activities, and any other water source not containing pollutants.

SECTION 2901. **Purpose.** To provide minimum requirements and standards of the two-step subdivision and platting of land process; to promote the adequate installation and/or construction of road, drainage, utilities and related improvements; to ensure that all improvements are designed and constructed in accordance with minimum standards; to promote the orderly and efficient transfer of title for subdivided lands; to ensure that all subdivided lands are properly recorded in the public records of Bay County; to protect investments in land and property values; to promote orderly growth patterns and the general good order and appearance of the County, and; to generally safeguard the public health, safety, and welfare relative to the subdivision of land.

SECTION 2902. **Applicability.** The requirements of this Chapter shall apply to all subdivisions created after the adoption of this code.

1. The term "subdivision" means the division of land into three (3) or more lots, parcels, tracts, tiers, blocks, sites, units, and any other division of land (hereinafter referred to as a "lot"); and may include the creation of new streets and alleys, additions, and resubdivisions; and, when appropriate to the context, relates to the process of subdividing or to the lands or area subdivided.

2. The following shall not be considered subdivisions for the purpose of this Chapter.

    a. The division of a family homestead when the subdivided lots are conveyed to a member of the immediate family of the owner. Immediate family means grandparent, parent, stepparent, adopted parent, sibling, child, stepchild, adopted child or grandchild of the landowner. Any land subdivided and conveyed in this manner must be used by the recipient family member as a bona-fide homestead and must be formally conveyed to such family member by a recorded deed. This provision shall apply only once to any recipient family member.

    b. The division of land into parcels greater than twenty (20) acres in size.

    c. The division of land into residential lots that are ten (10) acres or larger in size provided each lot created has a minimum of fifty (50) feet of frontage on an existing street or road. This exception only applies to physically existing streets and is not intended to apply to any unconstructed "paper" right-of-ways that may be shown on a recorded plat, survey, deed or other such drawing. For purposes of this Section, the term road or street means any public or private vehicular way that provides access to more than two (2) lots.

    d. The division of land resulting from court order, including but not limited to, judgements or foreclosures.

e. Conveyances intended to combine several smaller lots into one larger lot.

f. The division of land for a governmental or public purpose.

3. The requirements of this Chapter shall apply to all subdivisions regardless of whether or not the subdivision is created adjacent to an existing street, or whether or not the improvements required herein are to be dedicated to the County.

4. The requirements of this Chapter shall apply to all residential, commercial, manufactured housing, or any other subdivision within which lots or parcels are created with the intent to be offered for sale or otherwise conveyed to another person by the developer.

~~5. Subdivisions created where well and septic tank regulations require ½ acre lots or other State Health Department regulations may be platted into "future lot subdivisions". This concept involves a plat showing ¼ or 1/3 acre lots that are sold in ½ acre parcels that may be further sub-divided into building lots as water and/or sewer service becomes available. Houses must be located on these parcels so as to accommodate future building lots. These types of subdivisions will be reviewed and approved on a case-by-case basis.~~

~~**SECTION 2903. Restrictive Covenants and Deed Restrictions.** Nothing in this Chapter shall diminish, abrogate or otherwise restrict a developer from imposing deed restrictions, restrictive covenants, or other such limitations on the sale and use of property within a subdivision. All such restrictions shall be recorded in the records of the Clerk of the Circuit Court. The County shall have no responsibility for ensuring compliance with, or enforcement of, any such privately imposed restrictions, unless included as part of an enforceable development agreement.~~

Note: Moved to Section 2913.

~~**SECTION 2904. Plats and Recording Required.** The term "plat" means a map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with applicable Florida law and the requirements of this Section and may include the terms "replat", "amended plat", or "revised plat."~~

~~1. Prior to final approval and recording, all subdivisions shall be shown in the form of a plat which conforms to the requirements of Chapter 177, Part I, F.S. and this Chapter.~~

~~2. All plats shall be filed with the Clerk of Circuit Court after approval and acceptance of dedications (if any) by the Board of County Commissioners.~~

~~No plat shall be recorded by the Clerk until such time as the provisions of this Chapter are met and all applicable fees are paid.~~

~~3. No developer shall sell or otherwise transfer any interest in any land in a subdivision prior to final recording of the plat, except as authorized by Chapter 498, F.S.~~

~~4. All final plats shall be certified and sealed by a professional surveyor or mapper registered in the State of Florida, or as otherwise specified by law.~~

Note: Moved to Section 2915.

SECTION 2903 ~~5~~. Conceptual Pre-Application Review ~~and Approval~~. ~~Conceptual review and approval of subdivision projects may be conducted as specified herein.~~

~~1. Conceptual Review.~~ Any person wanting to create a subdivision is strongly encouraged to participate in a pre-application conceptual review of the proposed project with Bay County ~~Planning and Zoning~~ staff. The purpose of the conceptual review is to provide an opportunity for a potential developer to become familiar with the requirements of this Chapter. Conceptual review does not constitute formal action by either County staff or the potential developer and in no way implies any obligation on the part of either party. There will be no fees or charges for a conceptual review.

~~2. Conceptual Approval. In those cases where a large subdivision (over 100 lots) is anticipated to be developed over time, in phases, the developer may request conceptual approval. Any such approval must be based upon a "Master Plan" of development which clearly shows roadway configurations, lot layouts, land uses, phasing, utility providers and other such information as may be necessary to determine whether or not the proposed project would generally comply with this Code. Conceptual approval of a Master Plan may be issued by the Planning Official. and the Planning Official may, upon sufficient information having first been provided, make written notes on the face of the Master Plan, or prepare a checklist, which address any requirement of this Code.~~

~~Conceptual Approval of a Master Plan shall be valid for a period not to exceed (60) sixty months from the date of issuance and shall automatically terminate unless a development order is rendered consistent with this section within (36) thirty-six months of the date of issuance of the conceptual approval.~~

~~Conceptual approval does not represent authority to begin any development or construction activities, including land clearing. A Development Order must be issued for each phase of the proposed development prior to start of construction. Conceptual approval may be~~

~~used only for marketing or financing purposes consistent with applicable law. Conceptual approval does not represent final action by the County and in no way implies any obligation on the part of the County or the developer, except that Development Orders for each phase may be submitted and approved in accordance with the Conceptual approval, provided a Development Order for the first phase is issued within 1 year of the Conceptual approval and the work authorized by said Development Order and subsequent Development Order are not suspended or abandoned for a period not to exceed 6 months after work is commenced. Conceptual approval does not constitute a reservation of concurrency.~~

SECTION 2904 ~~6~~. Subdivision Approval ~~Review Procedures~~. All subdivision plans shall be reviewed in the form and manner herein described.

1. Any person wanting to create a subdivision must submit ~~an "Application for Subdivision Review"~~ a Development Order application on forms to be provided by the Planning and Zoning Division. Any such application must be accompanied by a general development plan as described in this subsection which will be considered part of the application.

2. At a minimum, the general development plan shall include the following information, and be drawn to a scale deemed acceptable by the Planning Official.

   a. Vicinity Map. A map showing the proposed location of the subdivision in relation to the surrounding area. This map shall depict physical references such as streets, railroads, shorelines, and other significant features in a manner which clearly shows the location of the proposed subdivision.

   b. Preliminary Plan Map. A preliminary plan map and boundary survey which depicts the information required by this Section.

   c. Streets and Roads. A street layout plan which shows the names, locations, pavement widths, right-of-way widths, and other relevant information required by Chapter 26.

   d. Utilities. A utilities plan which shows the type, dimensions, locations, easements, and other relevant information for all utilities including sanitary sewer, potable water, and wherever possible electric, telephone, and natural gas as specified in Chapter 27. All utilities shall be installed prior to the paving of proposed roadways.

   e. Stormwater Control. A stormwater control plan including pre- and post-topographic elevations, all retention or detention facilities, applicable runoff calculations, and erosion/sedimentation control

measures both during and after construction as specified in Chapter 24.

f. Environmental Protection Plan. An environmental protection plan providing information consistent with Federal and State permit requirements which shows the location and extent of environmentally significant resources including shorelines, flood zones, wetlands, and populations of protected or endangered species. The plan must include measures to protect or otherwise minimize damage to these resources pursuant to State and Federal requirements.

g. When any portion of the subdivision is within a mapped special flood hazard area/zone, identify the finished floor elevation for each lot which shall be a minimum of one (1) foot above the base flood elevation.

3. Responsibility for review and disposition of subdivision applications shall be the same as for Development Orders, as set forth in Chapter 18, Development Review.

~~a. Preliminary Plat Approval.~~ The purpose of ~~the preliminary plat~~ subdivision approval is to demonstrate conformance with the Comprehensive Plan and these regulations, compatibility of land use and coordination of improvements within and among individually platted parcels, sections, or phases of a development prior to the approval of a ~~final~~ plat. ~~Preliminary plat~~ Subdivision applications deemed complete shall be approved or denied by the Planning Official within thirty (30) days. Any such approval or denial will be supported by relevant findings, which shall become part of the permanent record in the matter. The applicant shall be notified in writing as to the disposition of the application and the completed findings. If the application is deemed incomplete, the applicant shall be notified within ~~ten (10)~~ fifteen (15) days of the submittal. ~~Public notice of intent to issue a Development Order shall be provided by advertisement in a newspaper of general circulation at least seven (7) days prior to issuance.~~ ~~Preliminary plat~~ Subdivision Development Order approval must be obtained prior to submission of the ~~final subdivision~~ plat. All subdivisions ~~plats~~ shall conform to existing zoning and subdivision regulations applicable at the time of ~~preliminary~~ approval. Permits for construction of streets, site grading, excavation and other improvements, may be issued as part of a Development Order, provided that the work authorized by such permits comply in all respects with the approved subdivision ~~preliminary plat~~ and construction plans.

4. Townhouse Subdivisions. The following are the minimum requirements and standards for townhouse subdivisions:

a. A townhouse subdivision shall apply to those townhouse developments in which it is proposed to subdivide land into lots that may be individually owned through survey monumentation and platting and where the minimum lot frontages are to be less than those required by Tables 4.1, 5.1, and 6.1 of this Code.

b. Dwelling units in a townhouse subdivision may be either detached or attached (zero lot line subdivision or row houses).

c. There is no minimum lot area requirement for an individual townhouse lot.

d. The minimum side yard setbacks for the end units in a townhouse subdivision shall be those specified by the zone district in which the subdivision is located.

e. The maximum impervious surface ratio in a townhouse subdivision shall be that specified by the zone district in which the subdivision is located.

f. A minimum of two (2) on-site parking spaces shall be provided for each dwelling unit.

g. A homeowners association, comprised of each townhouse owner, shall be formed to assume the responsibility for the ownership, maintenance, and repair of all exterior improvements of the townhouses, landscaping, open spaces, vehicular access routes, stormwater systems, and all other improvements within the commonly owned areas. The homeowners association recorded documents may contain codes, covenants, and deed restrictions which Bay County shall have no responsibility for enforcement or ensuring compliance.

Note: These paragraphs added to address townhouse subdivisions.

~~4. All plats shall be considered "Preliminary Plats" during the review process. A plat shall only become a "Final Plat" after approval and acceptance of dedications (if any) by the Board of County Commissioners, and recording in the Official Records by the Clerk of Circuit Court. All preliminary plats will be submitted to the Engineering Division for review prior to submission to the Board of County Commissioners.~~

~~5. No preliminary plat may be considered for final approval by the Board of County Commissioners until such time as all required improvements are in~~

~~place and have been inspected and approved by the County. In lieu of actual construction of all required, the developer may provide a surety equal to 110% of the cost of constructing such improvements, as verified by the Engineering Section. Such surety shall be in the form of an escrow account, irrevocable letter of credit, or performance bond. If a performance bond is used any such bond must be Best rated at "A VII" or better.~~

Note: Moved to Section 2915 and amended.

SECTION 2905 ~~7~~. On-Site Improvement Standards for Residential Subdivisions. All residential subdivisions, including those for townhouses, mobile homes or manufactured housing, shall be designed and constructed in accordance with the following standards. ~~Substitution of alternative methods or materials upon demonstration of the following:~~

~~a. The improvements remain private, and~~

~~b. There exists a private means to maintain and replace the improvements, if necessary, and~~

~~c. The improvements are of equal quality to those required herein.~~

1. ~~Streets and Roads.~~ Roadway. For purposes of this subsection, the term ~~"streets and roads"~~ "roadway" means a vehicular way, which provides access to more than two lots. Access must be provided for each lot within a subdivision from a street or road.

   a. Names Required. All streets and roads shall be named. Street names must be approved by the U.S. Postal Service and the Address Numbering Section.

   b. Addresses Required. Each lot within the subdivision must have a street address. Addresses are to be assigned only by the County. Addresses must be assigned and fees paid prior to final plat approval. The Address Numbering Section is hereby authorized to assign addresses to lots in subdivisions as a whole rather than on a lot by lot basis.

   c. Paving Required. All ~~streets and roads~~ roadways providing access to any lots in any subdivision, including existing public or private roads, shall be paved. Paving must be completed according to the criteria specified in this Section regardless of whether the ~~streets and roads~~ roadways will be dedicated to the County or not (public or private). All underground utilities shall be installed prior to the required paving.

d. ~~Paving~~ Roadway Criteria. All ~~streets and roads~~ improvements within the roadway shall be ~~paved~~ designed and constructed in conformance with specifications found in ~~AASHTO Guide for Design of Pavement Structures, latest edition, and~~ FDOT Standard Specifications for Road and Bridge Construction, latest edition and FDOT flexible pavement design manual. Development plans must include a typical roadway section with minimum/maximum requirements for the following:

i. 60 foot minimum width of right-of-way;

ii. Acceptable base types and thickness' based on site-specific geotechnical reports. Sand clay shall not be considered an acceptable base type;

iii. Cross slopes;

iv. Minimum roadway width shall be 22 feet;

v. Minimum shoulder width and cross slope; and,

vi. Required stabilization along the edges of pavement.

e. Signage. The developer shall be responsible for providing all required signage of proposed public roads (i.e., street name, stop sign, speed limit, etc.) in a manner acceptable to the County.

f. Design Criteria. Reference should be made for design to the FDOT Manual or Uniform Manual of Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the Greenbook) and AASHTO Geometric Design of Highways and Streets, latest edition.

g. Minimum Pavement and Right-of-Way. ~~Paved driving lanes shall be a minimum of eleven (11) feet in width. All right-of-ways, whether dedicated to the County or not, shall be a minimum of sixty (60) feet in width.~~ The ~~se~~ minimum widths specified in Section 2905.1.d., may be reduced in instances where strict adherence would conflict with other County objectives such as protection of environmentally significant resources or the provision of affordable housing. Any such reduction must provide for adequate distance and space for utilities and drainage. Reductions in ROW or pavement width must be approved by concurrent agreement of the County Engineer and Planning Official.

Note: Stricken language is redundant with paragraph "d.", above.

h. Access. All subdivisions shall be designed and constructed so as to provide adequate access to the subdivision as a whole and to each subdivided lot within the subdivision. Access and driveway connections to subdivisions shall be provided as specified in Chapter 26 and shall also include the following requirements.

i. In no case shall access be provided to a new subdivision through a residential lot in an existing, recorded subdivision.

ii. The direct connection of individual, residential lot driveways onto collector or arterial roadways is prohibited. All subdivisions located adjacent to collector or arterial roadways shall be designed and constructed so that driveway access to each lot is from an internal, local street.

iii. Right-of-way stub-outs may be constructed to provide access to future phases of a subdivision or to provide access for future roads or streets provided turn-around provisions are made in the interim.

i. Sidewalks and Bikeways. The County shall require the installation of sidewalks and/or bikeways in the Urban and Suburban Service Areas as a condition of approval for Development Orders when sidewalks and/or bikeways provide or complete a "link" in an existing or planned sidewalk or bikeway system.

j. Right-of-Way Encroachments. Permanent structures are prohibited in County right-of-way unless a right-of-way use permit is obtained from the County.

k. Signage. Names of subdivisions may be shown on a sign located at the entranceway to the subdivision. All signs shall be installed or constructed as specified in Chapter 30 of this Code. All subdivision entrance name signs shall be maintained by the homeowners association.

l. The maximum length of a roadway ending with a cul-de-sac shall be 1,000 feet. The Public Works Director may approve exceptions when traffic calming measures are implemented.

m. The minimum radius for a cul-de-sac shall be 40-feet for pavement and 50-feet for the right-of-way. The Public Works Director may approve exceptions.

2. Utilities. Developers shall be responsible for ensuring that utilities will be available for every subdivision as specified herein, regardless of whether such utilities will be dedicated to the County or not. As used in this

Chapter, the term "utilities" means facilities for the provision of electric, telephone, natural gas (where available), sewage disposal, and potable water.

a. Location, Installation, and Maintenance Standards. All utilities shall be located, installed, and maintained as specified in Chapter 27 of this Code, ~~and~~ the Bay County Utility Accommodation Guide, and the Bay County Manual of Standards and Specifications for Wastewater and Water Construction, latest revision, including all applicable references or standards contained therein. Developers are encouraged to install wires and cables underground when feasible.

b. Connection to Central or Public Systems. Subdivisions for which a central or public water and/or sewer system is available must provide facilities so that each lot can be connected onto such system(s). The term "available" has the same meaning as specified in Chapter 27 of this Code.

c. Use of On-Site Sewage Disposal System (OSDS) and Water Wells. In areas where central or public water and/or sewer systems are not available, lots within all subdivisions shall be sized in accordance with Bay County Health Department, Environmental Health Division standards, to accommodate the use of on-site sewage disposal systems and, if applicable, private potable water wells.

d. Developers shall be required to install water lines, sewer lines, and fire hydrants even though central water and sewer service is not immediately available when:

   i. The subdivision will be located in an area in which water and sewer lines are under construction, and construction is imminent as evidenced by pending bids for construction or contract for construction; ~~or,~~

   ii. The subdivision will be located in an area in which the availability of central water and sewer service is imminent as evidenced by final approval of construction financing instruments such as loans, bonds, or other similar instruments~~.~~; or,

   iii. The subdivision will be located within the Deer Point Reservoir Protection Zone or within 500-feet of Outstanding Florida Waters.

e. Fire Hydrants Required. Developers of subdivisions which are required to connect onto a central or public water system or install dry lines shall provide fire hydrants with adequate fire-flow capacity. Spacing for fire hydrants shall be as specified in the ~~Florida Building Code~~ National Fire Protection Association Codes and Standards, latest edition.

3. Stormwater Control. All subdivisions must provide for adequate control of stormwater runoff. In addition, ~~to the requirements of Chapter 62-25, Florida Administrative Code~~ all stormwater control facilities shall be designed, constructed, and maintained as specified in Chapter 24 of this Code.

4. Inspection and Acceptance. The following requirements must be met prior to final plat approval.

a. Subdivision plans must be reviewed and approved by the Engineering Division and the Bay County Utility Services Department. The developer shall be informed that any significant changes or deviations from approved plans may require additional review.

b. Construction Management Requirements.

i. It shall be the owner/developer's responsibility to retain an engineering firm to inspect the proposed improvements. Prior to the start of construction, the owner/developer will identify a single point of contact (Engineer of Record for Inspection) with whom the Engineering Division will conduct all communications. The Engineer of Record for Inspection will be responsible for establishing and certifying all infrastructure improvements are built in accordance with the plans and in accordance with FDOT standards, to include testing schedules and test result reviews.

ii. During all phases of construction, the Developer must insure that a set of the approved construction plans and approved Development Order is available on site.

iii. All testing shall be accomplished by an FDOT certified materials testing laboratory in accordance with FDOT standards.

iv. Prior to final inspection and acceptance, the Engineer of Record shall provide to the Engineering Division and the Utility Services Department an inspection report which shall include the following:

e. Fire Hydrants Required. Developers of subdivisions which are required to connect onto a central or public water system or install dry lines shall provide fire hydrants with adequate fire-flow capacity. Spacing for fire hydrants shall be as specified in the ~~Florida Building Code~~ National Fire Protection Association Codes and Standards, latest edition.

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ii. During all phases of construction, the Developer must insure that a set of the approved construction plans and approved Development Order is available on site.

iii. All testing shall be accomplished by an FDOT certified materials testing laboratory in accordance with FDOT standards.

iv. Prior to final inspection and acceptance, the Engineer of Record shall provide to the Engineering Division and the Utility Services Department an inspection report which shall include the following:

a. Stormwater as-built certification.

b. As-built drawings showing all subdivision improvements certified by a registered surveyor and mapper in accordance with S. 5J-17.052, F.A.C..

c. Engineer of Record letter certifying that he/she has reviewed all material certifications, testing, as-builts, and that all improvements were built in accordance with the approved plans, permits, and FDOT standards.

d. All material certifications.

e. Copies of stormwater pipe videos.

f. All testing results.

g. Design mix.

h. Copies of all permit and permit certifications.

v. The Engineer of Record shall request a final inspection to ensure that the subdivision was constructed in accordance with approved plans.

vi. Spot inspections by the County Engineer or designee may be conducted without notice on all construction to ensure compliance with the approved construction plans. Should work not meet with construction plans or procedures, work will be stopped until resolved.

vii. Maintenance Inspection. At the end of the applicant's maintenance guarantee period, the engineering division and utility services department shall perform maintenance inspection. A list detailing any deficiencies shall be provided to the developer/owner. Any deficiencies shall be addressed by the owner/developer prior to release of the maintenance guarantee.

viii. Failure to provide all required FDOT testing in accordance with FDOT Standard Specifications with the Engineers of Record's certification can result in the subdivision having to remain private.

Note: The above amendments replace paragraphs c. through h., below.

~~c. Mandatory construction inspection milestones are listed below. Construction shall not proceed to the next phase until the previous milestone inspection is completed by County staff and approval is documented on inspection card posted at the job site. Contractors shall request inspections a minimum of twenty-four (24) hours in advance of desired inspections and sampling/testing time. County staff will make every effort to meet requested time and date, provided notice is timely. However, inspections will not be scheduled on Saturdays, Sundays or holidays. Because of limited staff and potential conflict with previously scheduled inspections there may be occasions when the County cannot respond as requested. In such instances an attempt will be made to establish a mutually agreeable time and date. If a mutually agreeable time and date cannot be established, the contractor may proceed with the work provided certification is provided by a Professional Engineer, duly registered in the State of Florida, that the project has been inspected and that construction is in conformance with approved plans and specifications.~~

~~Inspection Milestones~~

~~i. Drainage structures and piping;~~

~~ii. Sub-base construction;~~

~~iii. Base course construction;~~

~~iv. Final inspection.~~

~~d. Base and surface testing will be accomplished by an FDOT certified materials testing laboratory. The required test results for sub-base, base and surface shall be provided to the County within forty-eight (48) hours of receipt from the testing laboratory.~~

~~e. A final inspection will be required to ensure subdivisions are constructed in accordance with approved plans. Inspected items will include all roads, drainage, sod/grass, street lights, traffic control signage and location of utilities and utility easements.~~

~~f. Prior to final acceptance a professional engineer shall certify that the stormwater system has been constructed in accordance with the approved DEP permit. If a swale exemption was used in lieu of a permit a similar certification will be required.~~

~~g. Prior to final acceptance a set of as-built drawing disks in a format acceptable to the County, shall be turned into appropriate County Officials. The as-built drawings shall include all subdivision~~

~~improvements and be certified by a registered surveyor and mapper.~~

~~h. The maximum length of a roadway ending with a cul-de-sac shall be 1,000 feet.~~

5. Phasing. The ~~Technical Review Committee~~ County must approve all phases and timelines of the subdivision. The improvements in each phase need to be able to operate independently of any unconstructed phase with respect to access, utilities, drainage, and other required improvements.

SECTION 2906 ~~8~~. Off-Site Improvements. Developers may be required to install or construct improvements off-site and away from the subdivision being developed when such improvements are considered necessary for public safety to maintain the functional integrity of roads, drainage, or utilities systems, or adopted level of service to mitigate for impacts of the development. Any such off-site improvements shall be determined on a case-by-case basis in conjunction with the subdivision review process. However, the cost to the developer for such improvements shall not exceed the development's proportionate share of the total costs of the improvements. If additional improvements are to the mutual benefit to the County and to the applicant, the County may provide impact fee credit up to the amount of the additional improvement costs.

SECTION 2907 ~~9~~. Environmental Protection. Developers of subdivisions shall make all required efforts to conserve and protect environmentally significant resources during the design and development of subdivisions as specified in ~~Section~~ Policy 6.2.1 of the Bay County Comprehensive Plan.

1. Developers shall incorporate preservation of significant natural resources in proposed subdivisions as required in Policy 6.2.1 of the Bay County Comprehensive Plan. Planning and Zoning Division staff will provide assistance to developers for this purpose. Developers may use "cluster" design as a means to protect environmentally significant resources. This design technique involves the development of smaller lots with buildings closer together on the developable areas of the site while preserving the environmentally sensitive areas of the site. Areas preserved in this manner must be in the form of a dedication, easement, title, development agreement or other legal instrument.

2. The location and extent of significant natural resources and wetland buffers shall be shown on the boundary survey or subdivision plan as follows:

   a. Wetlands. The location and extent of all federal and state jurisdictional wetlands as confirmed by the Corp of Engineers and/or Florida Department of Environmental Protection.

Wetland areas shall be conspicuously shown and marked as: "Wetland Area - Development Limitations May Apply."

b. Coastal Setback Line. The location of the Department of Environmental Protection Coastal Setback Line or Construction Control Line, as may be applicable, referenced to monuments established by the State.

c. Buffer and Setback Areas. The location and extent of any buffer zones or setback areas required by this Code including: wetland and shoreline buffers (see Section 1904.4), any applicable on-site sewage disposal system setback areas, and/or any building setback areas.

d. Flood Zones. The location and extent of any A-zone or V-zone or equivalent designations on a FIRM along with applicable base flood elevations.

Features required by this paragraph shall be shown on a boundary survey, or subdivision plan ~~provided such survey is submitted with the preliminary plat~~ and final plat. The delineation of boundary lines for wetlands, buffer and setback areas, flood zones, and coastal setback lines, shall be accompanied by a statement to read substantially as follows.

> IMPORTANT: THE LOCATION AND EXTENT OF ENVIRONMENTAL FEATURES SHOWN ON THIS DRAWING IS BASED UPON LAWS AND REGULATIONS IN EFFECT AT THE TIME THIS PLAT WAS RECORDED. ALL PERSONS ARE ADVISED TO DETERMINE WHETHER OR NOT CHANGES HAVE OCCURRED TO THESE LAWS OR REGULATIONS THAT WOULD AFFECT THE DELINEATION SHOWN.

The preceding statement shall be displayed in a prominent and conspicuous location on the boundary survey and final plat and shall be no less than 14-point type. The disclosure statement for private maintenance of utilities required in Section 2914 shall also be displayed in the same manner.

SECTION 2908 ~~10~~. Maintenance of Improvements. Developers of subdivisions shall provide for the continued maintenance of improvements for sanitary sewer, potable water, stormwater control, and streets and roads. This will be accomplished by either: 1) providing for public maintenance of improvements through dedications to the County, or; 2) providing for private maintenance of improvements.

1. The County may, at the discretion of the Board of County Commissioners, accept the dedication of privately constructed water and sewer systems, roads and streets, easements, and stormwater control systems. Any such dedications will be predicated upon:

a. The developer actually constructing or installing the required improvements consistent with the provisions of this Section prior to final plat approval;

b. Inspection of the improvements (both during and after construction) and a recommendation for acceptance by the Engineering Division and the Bay County Utility Services Department;

c. Clear designation of the location, dimensions, and type of dedication depicted on the final plat;

d. Improvements dedicated to the County require the posting of a maintenance guarantee by the developer. The guarantee must be an amount equal to fifteen percent (15%) of the cost of constructing or installing ~~the~~ all improvements, as calculated by the Engineering Division and Utility Services Department. The guarantee will be held by the County for a period of three (3) years from the date the plat is accepted by the Board of County Commissioners. Maintenance guarantees may be in the form of irrevocable letter of credit, ~~escrow account,~~ or surety bond with Best rating of "A VII" or better and must be received by the County prior to recording of the final plat, and;

e. The constructed improvements being free of all liens and encumbrances.

2. Developers of subdivisions may provide for the private maintenance of water and sewer systems, roads and streets, easements, and stormwater control systems. This can be accomplished through ownership of the facilities by the ~~developer,~~ creation of a homeowner association, creation of a residential cooperative, or other legally binding means which will ensure that improvements are adequately maintained through time. Any such means for private maintenance of improvements must:

a. Be established and legally recorded before any lots are sold;

b. Ensure that each lot owner and any successive buyers participate in the maintenance programs;

c. Be a permanent means of providing for maintenance;

d. Require that each lot owner pay a pro rata share of cost, and that the pro rata assessment become a lien on a lot if not paid; and,

e. Provide a method for adjusting assessments as may be necessary.

3. All gated communities and wet retention ponds shall remain private.

SECTION 2909 ~~11~~. Site Clearing. Requirements for site clearing are as follows.

1. There shall be no clearing of any site until such time as an inspection of the site has been completed by Community Development ~~Services~~ staff.

2. Trees shall be protected as specified in Chapter 19 of this Code. Developers are encouraged to preserve as many trees as possible during site development.

3. All stumps and other tree parts, litter, brush, weeds, excess or scrap building materials, or other debris must be removed from the subdivision site. No such debris may be buried on any part of the subdivision. As an alternative, developers may burn combustible debris on-site provided all such debris is reduced completely to ash and mixed with the soil.

SECTION 2910 ~~2~~. Development in Floodplains. The criteria for development in floodplains pertain to those areas of special flood hazard, which have been identified by FEMA with the Flood Insurance Rate Maps (FIRM). All new subdivisions must identify the flood hazard areas and base flood elevation on the site plan and provide minimum finish floor elevations for proposed buildings within flood hazard area. Minimum finish floor elevations for the special flood hazard areas shall be a minimum of 12 inches above the base flood elevation reflected on the most recent FEMA Flood Insurance Rate Map and shall be shown on the final plat.

The developer shall be responsible for determining base flood elevations in unnumbered flood zones in all subdivisions when such elevations are not shown on Flood Insurance Rate Maps. County Staff shall provide the developer with all available data and shall review the base flood elevation determination.

SECTION 2911 ~~3~~. Commercial Subdivisions. The following additional requirements shall apply to all commercial and industrial subdivisions.

1. The term "commercial subdivision" means a subdivision located within a commercial land use district for which the intended purpose is the sale of wholesale or retail goods and services as generally specified in the North American Industry Classification System, U.S. Office of Management and Budget, latest edition.

2. In addition to the other provisions of this Section, the following general requirements shall apply to all new commercial subdivisions.

   a. Roads and Streets. Roads and streets shall be designed and constructed to provide for tandem axle truck traffic. Paved driving lanes shall be a minimum of 24 feet in width. All rights-of-way shall be a minimum of 60 feet in width. All corners and turnarounds shall provide for a minimum 40 foot turning radius. The minimum turning

radius for cul-de-sacs shall be 50 feet. The maximum length of a roadway ending with a cul-de-sac shall be 1,000 feet.

b. Landscaping and Buffers. Landscaping and buffers shall be as specified in Chapter 28 of this Code.

SECTION 2912 4. Disclosure Required for Privately Maintained Subdivisions. Any person or his authorized agent who has created a subdivision and who has not had the water and sewer systems, roads, easements, streetlights and stormwater control system serving the subdivision accepted for maintenance at County Expense by the Board, shall disclose the following to the prospective purchaser of land in such subdivision prior to the completion of the sale the following information, which shall be substantially in the following form, and which shall be affixed to the deed, final plat, or other instrument of transfer.

> IMPORTANT: The streets, drainage easements, water and sewer lines, streetlights or storm water control facilities serving, or which may in the future serve, the land being purchased has not been dedicated for maintenance at the expense of Bay County by the Board of County Commissioners of Bay County, Florida. All roads, drainage, water and sewer lines, streetlights, and other related public facilities have been constructed to County standards regardless of whether or not maintenance will be performed by Bay County or by a private entity.

SECTION 2913. Restrictive Covenants and Deed Restrictions. Nothing in this Chapter shall diminish, abrogate or otherwise restrict a developer from imposing deed restrictions, restrictive covenants, or other such limitations on the sale and use of property within a subdivision. All such restrictions shall be recorded in the records of the Circuit Court Clerk. The County shall have no responsibility for ensuring compliance with, or enforcement of, any such privately-imposed restrictions, unless included as part of an enforceable development agreement.

~~**SECTION 2915. Features to be Shown on Final Plat.** The following features shall be shown on, and become part of, the final plat as recorded and filed with the Clerk of the Circuit Court. No plat will be taken to the Board of County Commissioners for final approval until all of the following features are shown.~~

~~1. All features required by Chapter 177, F.S.~~

~~2. The location and extent of all jurisdictional wetlands depicted by direction and distance and any buffer or setback lines associated with wetland and shoreline buffers.~~

~~3. The size of each lot as calculated and shown to one-hundredths of an acre.~~

~~4. The County Engineer's signature~~

Note: Moved to Section 2915 and amended.

SECTION 2914 6. Relationship to S.H.I.P. Program. The requirements of this Chapter may be subject to variance by the Planning Commission to promote the objectives of the County's State Housing Initiatives Partnership (S.H.I.P.) Program. The granting of any such variance shall be guided by the County's adopted housing assistance plan and shall be acknowledged in a Developers Agreement between the developer and Bay County Board of County Commissioners.

SECTION 2915. Plat Approval. The term "plat" means a map or delineated representation of the subdivision of lands, being a complete exact representation of the subdivision and other information in compliance with applicable Florida law and the requirements of this Chapter and may include the terms "replat", "amended plat", or "revised plat." All plats shall be reviewed in the form and manner herein described.

1. Prior to final approval and recording, all subdivisions shall be shown in the form of a plat which conforms to the requirements of Chapter 177, Part I, F.S. and this Chapter.

2. The plat shall be in substantial compliance with the approved subdivision Development Order.

3. All plats shall be submitted to the Engineering Division of Public Works for review prior to submission to the Board of County Commissioners. In addition, a digital copy of the plat with state plane coordinate data shall be provided.

4. The minimum finished floor elevation for each lot shall be identified on all lots when any portion of the plat is within a special flood hazard area/zone.

5. The size of each lot, shown to one-hundredths of an acre, shall be identified.

6. The location and extent of all jurisdictional wetlands depicted by direction and distance and any buffer or setback lines associated with wetland and shoreline buffers shall be identified.

7. The plat shall bear the signature of the County Engineer.

8. The recording information (Book and Page Numbers from the Clerk of the Court), of any Homeowner's Association documents, if any, shall be shown on the plat.

9. A subdivision shall only become a plat after approval and acceptance of dedications (if any) by the Board of County Commissioners and recording in the Official Records of the Circuit Court Clerk. No plat shall be

recorded by the Clerk until such time as the provisions of this Chapter are met and all applicable fees are paid.

10. No plat may be considered for approval by the Board of County Commissioners until such time as all required improvements are in place and have been inspected and approved by the County. In lieu of actual construction of all required improvements, the developer may provide a surety equal to 110% of the cost of constructing such improvements, including utilities, as verified by the Engineering Section and the Bay County Utility Services Department. Such surety shall be in the form of irrevocable letter of credit or performance bond. If a performance bond is used any such bond must be Best rated at "A VII" or better.

11. No developer shall sell or otherwise transfer any interest in any land in a subdivision prior to the recording of the plat.

SECTION 2916 ~~7~~. Plat Vacation and Right-of-Way Abandonment. Any dedication or conveyance of real property for the purpose of streets, rights-of-way, access, ingress and egress, utilities and drainage which has been made on or by a plat, easement, deed, or other instrument of any kind which instruments have been approved by the Board of County Commissioners for filing of record in the Official Records of Bay County or which instruments conveys any interest in real property to the Board of County Commissioners is hereby deemed to be under the jurisdiction and control of the Board of County Commissioners for the purposes of the vacation, annulment, and/or abandonment of plats, or portions thereof, rights-of-way, and easements for access, utility and drainage purposes. The provisions of this Section shall apply to all plats, rights-of-way and easements under the jurisdiction and control of the Board of County Commissioners.

The procedures set forth in this Section shall apply to applications pursuant to Section 177.101(1) and (2), F.S., and to all applications for vacating plats, or any portions thereof, including public easements, pursuant to Section 177.101(3), F.S. Any petition to vacate a plat, or portion thereof, which plat, or portion thereof, contains private rights-of-way, shall not require a public hearing; provided, however, that a public hearing shall be required if the petition site includes a County right-of-way or public easement for drainage purposes which services a County right-of-way.

1. Petitioners.

   a. Abandonment of Plats. Any person, governmental entity ~~of~~ or business entity desiring to abandon a plat, or any portion thereof, including public easements, shall be required to make application to the County pursuant to Section 177.101, F.S., and the provisions of this Section. The application shall be on a ~~petition~~ form prescribed by the County Surveyor and the information contained therein shall be ~~verified by the petitioner under oath~~ notarized. Unless initiated

by the County, the ~~petition~~ application shall be signed by all owners of any portion of the ~~petition~~ proposed abandonment site.

b. Abandonment of Rights-of-Way. Any person, governmental entity or business entity desiring to abandon the public's interest in and to any right-of-way shall be required to make application to the County pursuant to this Section. The application shall be on the ~~petition~~ form prescribed by the County Surveyor and the information contained therein shall be ~~verified by the petitioner under oath~~ notarized. Unless initiated by the County, any ~~petition~~ application for abandonment of rights-of-way shall be signed by all owners of abutting property.

2. Access to Water. No right-of-way, road, street, or public accessway giving access any publicly accessible waters in the County, shall be closed, vacated or abandoned except in those instances wherein the petitioner(s) offers to trade or give to the County comparable land or lands for a right-of-way, road, street or public accessway to give access to the same body of water, such access to be of such condition as not to work a hardship to the users thereof, the reasonableness of the distance and comparable land being left to the discretion of the Board of County Commissioners.

3. Notice of Intent to File Petition to Vacate a Plat. Immediately prior to filing the petition to vacate a plat with the County Surveyor, the petitioner shall cause to be published a notice of intent in a newspaper of general circulation in the County once weekly for two (2) consecutive weeks. Such notice of intent shall state the intent of the petitioner to file a petition pursuant to this Section and in Chapter 177, F.S.

4. Petition Application Procedures. In addition to any other information, the petition shall contain the following:

a. Legal Description of Petition Site. A complete and accurate legal description and sketch of the petition site prepared by a registered surveyor.

b. Type of Petition. A statement identifying the type of petition, the source of the County's or public's interest, together with a reference to the recording information for the petition site. The type of petition may be for abandonment of.

i. A plat;

ii. A portion of a plat;

iii. A County right-of-way;

iv. The public's interest in a private right-of-way; or

v. A public easement.

c. Location Map. A drawing measuring not less than eight (8) inches by fourteen (14) inches and not larger than eleven (11) inches by seventeen (17) inches which clearly and legibly identifies the location of the petition site in relation to the nearest public right-of-way, excluding the petition site, and all affected properties. The location map may be located on the survey in a separate block prepared by a registered surveyor along with a legal description.

d. Access to Affected Property. The petition shall contain a statement that to the best of the petitioner's knowledge, the granting of the petition would not affect the ownership or right of convenient access of persons owning other parts of the subdivision.

e. Federal or State Highway Statement. The petitioner shall certify that the petition site, or any portion thereof, is not a part of any state or federal highway and was not acquired or dedicated for state or federal highway purposes.

f. Evidence of Title. The petition shall state the source of petitioner's ownership or interest in and to the petition site, and a reference to the recording information for same. A copy of the source instrument shall be certified by the Circuit Court Clerk and attached to the petition.

g. Evidence of Taxes Paid. The petition shall state that all state, municipal, and County taxes on the petition site have been paid. The certificate(s) of the Tax Collectors Office showing payment of same (as payment is defined in Section 177.101.4, F.S.) shall be attached to the petition. If the petition site or any portion thereof is tax-exempt, the petition shall so state and a copy of the tax roll from the Tax Collector's Office which shows such exemption shall be attached to the petition.

h. Municipal Resolution. The petition shall state whether the petition site lies within the corporate limits of a municipality, within the unincorporated area, or both. If any portion of the petition site lies within the corporate limits of a municipality, the municipality shall first abandon its interest in the petition site by appropriate resolution, and a certified copy of the municipal resolution shall be attached to the petition.

i. Fees. The petition shall state whether the petition site is subject to the application fee, the amount of the fee, and that the fee is submitted herewith.

j. Justification. The petition shall detail the relevant reasons in support of the request and granting of the petition.

k. Abutting Property Owners. The petitioner shall provide letters from property owners abutting the proposed abandonment stating that they are in agreement with the proposed abandonment.

5. Review of Petition.

a. Review and Notification. Each ~~petition~~ application shall be reviewed by the County Surveyor and any governmental agency or affected County Department. Upon receipt, the County Surveyor shall distribute the ~~petition~~ application to the reviewing departments and agencies. Within twenty (20) days of receipt of the ~~petition~~ application, the reviewing departments and agencies shall submit ~~a written report containing its~~ their findings and recommendations to the County Surveyor. Upon receipt ~~of all written reports~~, the County Surveyor shall review the ~~petition and reports~~ application and shall notify the petitioner ~~in writing~~ of findings or any reasonable conditions to be performed prior to ~~forwarding the petition and reports pursuant to paragraph (b) below~~ setting a public hearing date. ~~Within sixty (60) days of receipt of the County Surveyor's notification, the petitioner shall either comply with, agree and commit in writing to the conditions, or disagree in writing to the conditions. Failure to respond to the County Surveyor's notification may result in a recommendation to deny the petition by the County Surveyor.~~

b. Review by Board of County Commissioners. ~~After expiration of the sixty-day period above or sooner, if conditions are not imposed, or if imposed, are responded to by the petitioner in the manner set forth above, the County Surveyor shall forward the petition together with his/her findings and recommendations of same to the Board of County Commissioners for their review in accordance with this Section.~~ The County Surveyor shall set the petition for public hearing unless the petition is not subject to a public hearing. If a public hearing is not required, upon its review, the Board shall adopt a resolution either approving or denying the petition. The Board may reject a petition if a petition covering the same lands had been considered at any time with six (6) months of the date the later petition is submitted.

6. Public Hearing of Petitions for Abandonment of County Rights-of-Way and Public Easements for Drainage of County Rights-of-Way. Pursuant to Section 336.10, F.S., a public hearing shall be held for any petition for abandonment which affects County right-of-way and public easements for drainage which service a County right-of-way.

   a. Time and Place Hearing. The Board of County Commissioners hereby exercises their authority, as set forth in Section 336.09 F.S., by authorizing and directing the County Surveyor to establish a definite time and place to hold the public hearing required by Section 336.10, F.S. and this Section and to publish the notice of the hearing.

   b. Publication of Notice of Public Hearing. Advertisement of such public hearing shall be placed in a newspaper of general circulation.

   c. Posting of Notice of Public Hearing. The County Surveyor shall notify the petitioner of the date and time of the public hearing and shall ~~direct the petitioner to~~ post the property with a notice of petition to vacate. The ~~petitioner~~ County shall place the notice in a conspicuous and easily visible location, abutting a public thoroughfare when possible, on the subject property at least ten (10) days prior to the public hearing.

   d. Mailing of Notice of Public Hearing. The County Surveyor shall mail a copy of the notice of public hearing to all affected property owners.

   e. Notice of Adoption of Resolution. If the County Commission shall, by resolution, grant the petition, notice thereof shall be published one (1) time within thirty (30) days following the date of adoption of such resolution in a newspaper of general circulation published in the County.

      The proof of publication of the notice of public hearing, and the proof of publication of the notice of the adoption of the resolution, and a copy of the resolution shall be recorded in the Public/Official Records.

7. Recordation of Resolution. Upon adoption of a resolution approving a petition, a certified copy of same shall be filed in the Public Records in accordance with Section 177,101 or Section 336.10, F.S., whichever is applicable.

8. Effect of Recording Resolution of Abandonment. For County rights-of-way, upon the recordation of the proof of publication of notice of public

hearing, proof of publication of the notice of adoption of the resolution, and a copy of the resolution in the Public Records, the interest of the right-of-way so closed shall be vested in accordance with provisions of Section 336.12, F.S.

For plats, or portions thereof, recordation in the Public Records of resolutions approving abandonment of a plat or a portion thereof shall have the effect of vacating all streets and alleys in accordance with Section 177.101(5), F.S., and shall either return the vacated property to the status of unplatted acreage or shall vacate the first plat in accordance with Section 177.101(2) or (3), F.S., as applicable.

SECTION 2917 8. **Replat** A replat is required prior to the sale of lots, parcels, tracts, tiers, blocks, sites, or units that do not conform to an existing subdivision plat. A replat shall follow the procedures for plat approval set forth in this ~~Section~~ Chapter and those of Abandonment.